Voices College-Bound Language Academies

Annual Board Meeting

Annual Board Meeting

Date and Time

Friday August 8, 2025 at 9:00 AM 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.
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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 #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 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.
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Agenda

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

PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD
SUBMIT PUBLIC COMMENT: fdeguer@voicescharterschool.com

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

II.	**Board Business: Consent Items**		
A.	Approve Minutes	Approve Minutes	Kim Wisckol

Approve minutes for Board Meeting on June 24, 2025

B.	Approve Contracts	Vote	Kim Wisckol

Approve Contracts.

1. Adriana San Millan. (MH, WCC and MP)
2. VCBLA NIDO LLC Lease Agreement.
3. Edifying Teachers.
4. Amergis Healthcare Staffing.
5. Hop Skip Drive ICA.
6. CharterPlus | Charter-Based Discipline.
7. CharterPlus | Leadership Coaching.
8. Pacific Clinics.

C.	Contract Ratification	Vote	Kim Wisckol

1. Schoolytics.
2. Presence Learning.

		Purpose	Presenter
D.	Approve Voices 2025-2026 Safety Plan Flagship Morgan Hill Mount Pleasant Stockton West Contra Costa	Vote	Jaime Mata

III. Board Business: Discussion / Action Items

A.	Approval of Amendment to the Voices "Flagship" (FS) 2025-2026 Local Control and Accountability Plan (LCAP) Staff recommends amending the 2025-2026 LCAP to update the Budget Overview for Parents and action tables to match the adopted budget.	Vote	Aldo Ramirez
B.	Approval of Amendment to the Voices Morgan Hill 2025-2026 Local Control and Accountability Plan (LCAP) Staff recommends amending the 2025-2026 LCAP to update the Budget Overview for Parents and action tables to match the adopted budget.	Vote	Aldo Ramirez
C.	Approval of Amendment to the Voices Mount Pleasant 2025-2026 Local Control and Accountability Plan (LCAP) Staff recommends amending the 2025-2026 LCAP to update the Budget Overview for Parents and action tables to match the adopted budget.	Vote	Aldo Ramirez
D.	Approval of Amendment to the Voices Stockton 2025-2026 Local Control and Accountability Plan (LCAP) Staff recommends amending the 2025-2026 LCAP to update the Budget Overview for Parents and action tables to match the adopted budget.	Vote	Aldo Ramirez
E.	Approval of Amendment to the Voices West Contra Costa 2025-2026 Local Control and Accountability Plan (LCAP) Staff recommends amending the 2025-2026 LCAP to update the Budget Overview for Parents and action tables to match the adopted budget.	FYI	Aldo Ramirez
F.	Approval of Company Resolutions and Treasury Management Services Agreement with Heritage Bank of Commerce. This agreement covers the enrollment in various financial management services provided by the bank, and the resolution confirms board approval and authority to execute related documents. Board	Vote	Jaime Mata

		Purpose	Presenter

action is required to affirm the Company's intent and authorize designated individuals to act on the Company's behalf for banking and treasury functions.

G.	Readopt Board Code of Ethics Resolution	Vote	Kim Wisckol
H.	Set Board Goals	Discuss	Kim Wisckol

Review Current State:

- Board Assessment Results
- Real Estate Scorecard

Committee Reports:

- Finance
- CEO Evaluation
- Academic Achievement Work Group
- Board Effectiveness Work Group

Board Goal Development

I.	Annual Board Training On School Business	FYI	EdTec

Annual Board Training on School Business presented by EdTec.

IV. Break

A. Lunch

V. Board Business: Discussion / Action Items

A.	Elect New Officers	Vote	Kim Wisckol

Appoint Board Chair, Vice-chair, Secretary, Treasurer, and President.

B.	Form Board Advisory Committees	Vote	Kim Wisckol
C.	Committee Goals Discussion	Discuss	Kim Wisckol

Discussion on what each committee may want to focus on as they set their goals for the year.

VI. Closed Session

Open Close Session

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

VII. Reconvene Open Session

A.	Report on actions taken during the closed session.	FYI	Kim Wisckol

VIII. Closing Items

A.	Adjourn Meeting	Vote	Kim Wisckol

Coversheet

Approve Minutes

Section: II. Board Business: Consent Items
Item: A. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on June 24, 2025

APPROVED

Voices College-Bound Language Academies

Minutes

Board Meeting

Board Meeting

Date and Time
Tuesday June 24, 2025 at 3:00 PM

Location
6840 Via del Oro. Ste. 205, San Jose, CA. 95119
4313 Miranda Ave., Palo Alto, CA. 94306
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
16990 Barnell Ave., Apt A, Morgan Hill CA, 95037
2803 S Norton Ave., Los Angeles, CA 90018

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

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

Directors Absent
J. Nguyen

Guests Present
A. Ramirez, F. Deguer

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 Jun 24, 2025 at 3:06 PM.
S. Sandoval made a motion to Approve the Order of the agenda.
A. Miller seconded the motion.
In the absence of the requested item, the committee took action to approve it. Prior to the approval, the committee requested that all members review the agenda order and inform if any changes are required. Nicholas from EdTec requested that we postpone ***Item IV, section C, "Approval of 2024-25 EPA Expenditures – Actuals for Voices College-Bound Language Academy (Flagship), Voices College-Bound Language Academy at Morgan Hill, Voices College-Bound Language Academy at Mount Pleasant, Voices College-Bound Language Academy at Stockton, Voices College-Bound Language Academy at West Contra Costa"*** to the August Board meeting due to the State's certification of P2 on June 20, 2025. The integration of all financials into the accounting system requires several weeks.
Kim receives a motion to approve the agenda order.
The board **VOTED** to approve the motion.

Roll Call

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

Roll Call

D. Koren	Aye
S. Rocha	Aye

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

No public comments were received.

II. Consent Items

A. Approve Minutes 3-17-25

S. Sandoval made a motion to approve the minutes from Special Board Meeting on 03-17-25.
D. Koren seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

B. Approve Minutes 3-24-25

S. Sandoval made a motion to approve the minutes from Special Board Meeting on 03-24-25.
D. Koren seconded the motion.
The motion passes after correcting Dena's address.
The board **VOTED** to approve the motion.

Roll Call

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

C. Approve Minutes 6-05-25

A. Miller made a motion to approve the minutes from Board Meeting on 06-05-25.
S. Sandoval seconded the motion.

The motion passes after the corrections for Alice and Pedro's assistance records have been corrected.
The board **VOTED** to approve the motion.

Roll Call

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

D. Approve Voices Academies Employee Handbook for 25-26

P. Carreño made a motion to approve consent items.
D. Koren seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

E. Approve Contracts

P. Carreño made a motion to approve consent items.
D. Koren seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

F. Approve FMSD and Voice College-Bound Language Academies MOU

P. Carreño made a motion to approve consent items.

D. Koren seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

G. Approve Update to All School Safety Plan : The School Safety Plan Has Been Updated to Include the Instructional Continuity Plan Pursuant to Senate Bill 153 and California Education Code Section 32282

P. Carreño made a motion to approve consent items.
D. Koren seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

III. 25-26 Local Indicators Review and LCAP Approval

A. "Flagship" (FS) Review of Local Indicators and 25-26 LCAP Approval

A. Miller made a motion to approve.
D. Koren seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

B. Morgan Hill (MH) Review of Local Indicators and 25-26 LCAP Approval

A. Miller made a motion to approve.
D. Koren seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

C. Mount Pleasant (MP) Review of Local Indicators and 25-26 LCAP Approval

A. Miller made a motion to approve.
D. Koren seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

D. West contra Costa (WCC) Review of Local Indicators and 25-26 LCAP Approval

A. Miller made a motion to approve.
D. Koren seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

E.

Stockton (ST) Review of Local Indicators and 25-26 LCAP Approval

A. Miller made a motion to approve.
D. Koren seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

IV. Finance/Budget

A. 2025-26 Budget – Review, discussion, and approval of budget for the 25-26 school year (each school separately)

A. Miller made a motion to approve 2025-26 Budget for Voices Flagship.
S. Sandoval seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

A. Miller made a motion to approve 2025-26 Budget for Voices Morgan Hill.
S. Sandoval seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

A. Miller made a motion to approve 2025-26 Budget for Voices Mount Pleasant.

S. Sandoval seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

A. Miller made a motion to approve 2025-26 Budget for Voices West Contra Costa.
S. Sandoval seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

A. Miller made a motion to approve 2025-26 Budget for Voices Stockton.
S. Sandoval seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

B. Approval of 2025-26 Consolidated Application (ConApp) for Voices College-Bound Language Academy (Flagship), Voices College-Bound Language Academy at Morgan Hill, Voices College-Bound Language Academy at Mount Pleasant, Voices College-Bound Language Academy at Stockton, Voices College-Bound Language Academy at West Contra Costa for the use or rejection of Categorical Funds

D. Koren made a motion to approve the 2025-26 Consolidated Application for Voices College-Bound Language Academy (Flagship).
A. Miller seconded the motion.

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

Roll Call

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

D. Koren made a motion to approve the 2025-26 Consolidated Application for Voices College-Bound Language Academies at Morgan Hill.

A. Miller seconded the motion.

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

Roll Call

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

D. Koren made a motion to approve the 2025-26 Consolidated Application for Voices College-Bound Language Academies at Mount Pleasant.

A. Miller seconded the motion.

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

Roll Call

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

D. Koren made a motion to approve the 2025-26 Consolidated Application for Voices College-Bound Language Academies at West Contra Costa.

A. Miller seconded the motion.

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

Roll Call

S. Sandoval	Aye
M. Ruiz	Aye
A. Miller	Aye

Roll Call

P. Carreño	Aye
K. Wisckol	Aye
J. Nguyen	Absent
D. Koren	Aye
S. Rocha	Aye

D. Koren made a motion to approve the 2025-26 Consolidated Application for Voices College-Bound Language Academies at Stockton.

A. Miller seconded the motion.

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

Roll Call

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

C. Approval of 2024-25 EPA Expenditures – Actuals for Voices College-Bound Language Academy (Flagship), Voices College-Bound Language Academy at Morgan Hill, Voices College-Bound Language Academy at Mount Pleasant, Voices College-Bound Language Academy at Stockton, Voices College-Bound Language Academy at West Contra Costa

Item removed from the agenda.

D. Approval of 2025-26 EPA Estimated Expenditure Plans and board resolutions for Voices College-Bound Language Academy (Flagship), Voices College-Bound Language Academy at Morgan Hill, Voices College-Bound Language Academy at Mount Pleasant, Voices College-Bound Language Academy at Stockton, Voices College-Bound Language Academy at West Contra Costa

S. Sandoval made a motion to approve the 2024-25 EPA Expenditures – Actuals for Voices College-Bound Language Academies at Stockton.

D. Koren seconded the motion.

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

Roll Call

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

Roll Call

K. Wisckol Aye
S. Sandoval Aye

S. Sandoval made a motion to approve the 2024-25 EPA Expenditures – Actuals for Voices College-Bound Language Academies at West Contra Costa.

D. Koren seconded the motion.

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

Roll Call

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

S. Sandoval made a motion to approve the 2024-25 EPA Expenditures – Actuals for Voices College-Bound Language Academies at Mount Pleasant.

D. Koren seconded the motion.

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

Roll Call

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

S. Sandoval made a motion to approve the 2024-25 EPA Expenditures – Actuals for Voices College-Bound Language Academies at Morgan Hill.

D. Koren seconded the motion.

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

Roll Call

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

S. Sandoval made a motion to approve the 2024-25 EPA Expenditures – Actuals for Voices College-Bound Language Academy (Flagship).

D. Koren seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

E. Approval of FY25 Prop 28 Arts & Music in Schools (AMS) Annual Reports for Voices College-Bound Language Academy (Flagship), Voices College-Bound Language Academy at Morgan Hill, Voices College-Bound Language Academy at Mount Pleasant, Voices College-Bound Language Academy at Stockton, Voices College-Bound Language Academy at West Contra Costa

D. Koren made a motion to approve the FY25 Prop 28 Arts & Music in Schools (AMS) Annual Reports for Voices College-Bound Language Academy (Flagship).
S. Sandoval seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

D. Koren made a motion to approve the FY25 Prop 28 Arts & Music in Schools (AMS) Annual Reports for Voices College-Bound Language Academies at Morgan Hill.
S. Sandoval seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

D. Koren made a motion to approve the FY25 Prop 28 Arts & Music in Schools (AMS) Annual Reports for Voices College-Bound Language Academies at Mount Pleasant.
S. Sandoval seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

D. Koren made a motion to approve the FY25 Prop 28 Arts & Music in Schools (AMS) Annual Reports for Voices College-Bound Language Academies at Stockton.
S. Sandoval seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

D. Koren made a motion to approve the FY25 Prop 28 Arts & Music in Schools (AMS) Annual Reports for Voices College-Bound Language Academies at Stockton.
S. Sandoval seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

V. Board Business

A. Board Annual Meeting and Retreat

Felipe will review the possibility of providing the AB-1234 Ethics training at the following Board Annual Retreat for all Board Members.

B. Voices Compensation Philosophy and Process

Aldo presented some slides and went over the details.

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

Aldo presented some slides with the information.

VI. Reconvene Open Session

A. Report on action taken in closed session

S. Sandoval made a motion to approve a 3% salary increase for Aldo Ramirez.
P. Carreño seconded the motion.
The board **VOTED** unanimously to approve the motion.

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

VII. 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 5:00 PM.

Respectfully Submitted,
A. Miller

Coversheet

Approve Contracts

Section: II. Board Business: Consent Items
Item: B. Approve Contracts
Purpose: Vote
Submitted by:
Related Material: 25-26 Master Contract Voices MH - Adriana San Millan.pdf
25-26 Master Contract Voices WCC - Adriana San Millan.pdf
25-26 Master Contract Voices MP - Adriana San Millan.pdf
Lease Agreement VOICES NIDO LLC.docx.pdf
Edifying Teachers & Voices.pdf
Amergis Voices Agreement - 25-26 SY.pdf
Amergis Master Contract 25_26.pdf
Hop Skip Drive ICA.pdf
CharacterPlus Leadership Training Voices Year 2.pdf
Pacific Clinics SBIT Bay Voices Tiered Services 25_26 SY (2).pdf

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

Master Contract

2025-2026

Master Contract

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

LEA Voices Morgan Hill

Contract Year 2025-2026

Nonpublic School

Nonpublic Agency X

Type of Contract:

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

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

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

Expiration Date:

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

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2025-2026 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Voices Morgan Hill

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Adriana San Millan School Psychology and Special Education Services, LLC.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2025, between Voices Morgan Hill hereinafter referred to as the local educational agency ("LEA"), a member of _____ SELPA, and Adriana San Millan School Psychology and Special Education Services, LLC (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”) and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider’s license, certification and/or credential. A current

copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026.

In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. The new Master Contract shall be signed by the contractor within the ninety day period. (California Education Code section 56366(c)(1) and (2)).

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the

LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.

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

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

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

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

f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior

intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking

such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

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

$2,000,000	per occurrence
$100,000	fire damage
$5,000	medical expenses
$1,000,000	personal & adv. Injury
$2,000,000	general aggregate
$2,000,000	products/completed operations aggregate

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

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

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

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

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - $1,000,000/$1,000,000/$1,000,000 Employers Liability

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, with the following limits:

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

E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

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

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

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

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, Section Education Codes 60851.5 and Section 60851.6 related to the suspension of the California High School Exit Exam (CAHSEE).

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

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

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test ("CELDT"), as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend upon mutual agreement District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

30. POSITIVE BEHAVIOR INTERVENTIONS

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and will be billed at the agreed contract rate.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or

NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a);

(3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least three (3) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this

provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three

(3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program

and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

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

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20

U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20

U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., title 5, section 3001 et seq., Cal. Code Regs., title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

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

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

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows:

(1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that

none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher’s scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub- contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

48. ABSENCES

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. When the provider is sent to the LEA and the student is not there, declines service, the nonpublic agency will bill .1 of an hour to document the service was offered to protect the school and follow the Individual Education Plan.

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR:

(a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11165.7, AB 1432, and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLI

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar week when education or related services were provided. Invoices and related documents shall be properly submitted electronically. At a minimum, each invoice must contain the following information: specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; approved cost of each invoice; total for each service and total for the invoice; date invoice was mailed, indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within thirty (30) days of LEA's receipt of properly submitted invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than fifteen (15) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year.

RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR for the specific service when: (a) CONTRACTOR has failed to perform; (b) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (c) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform;

(b) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures.

NO SHOW OR LATE ARRIVAL POLICY: Unless the student provides timely notice, if the student fails to show for or is late to his/her scheduled appointment, CONTRACTOR will note appointment and arrival time (as applicable) and that the student did not attend or was late.

For virtual sessions, LEA will pay fifty percent (50%) of the virtual sessions rate for a student who does not attend or who is late to his/her session provided the student failed to provide timely notice to CONTRACTOR.

For in-person sessions, LEA will pay the full session rate for a student who does not attend or who is late to his/her session provided the student failed to provide timely notice to CONTRACTOR.

If a student does not show or arrives late, CONTRACTOR will submit an invoice for those sessions and provide written proof the student did not show or arrived late, along with including documented attempts to contact the family or student. There must be contact attempts documented in the therapy notes section.

SESSION CANCELLATIONS WITH 24+ HOURS NOTICE: Session cancellations with 24+ hours notice can be made up at a later time at no cost to the LEA. Sessions should be rescheduled within the frequency specified on the IEP. For example, if the student receives a session 1 time per week, then the session should be attempted to be rescheduled within the week.

THERAPY ABSENTEEISM: If the student has a history of habitual absenteeism, the caseworker will notify the assigned Education Specialist. After three (3) consecutive no-shows or excessive absenteeism, the caseworker will notify the Education Specialist to try to schedule an IEP meeting for the IEP team to discuss possible barriers that may be preventing the student from attending therapy. Therapy sessions will continue to take place throughout this process.

60. INSPECTION AND AUDIT

CONTRACTOR shall provide access to LEA to records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications. CONTRACTOR shall make available to LEA relevant information to the billing in question submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit.

61. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

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

62. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR

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

Nonpublic Agency

By: _____
Signature Date

Adriana San Millan, Manager

CONTRACTOR

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LEA

By: _____
Signature Date

Notices to CONTRACTOR shall be addressed to:

Adriana San Millan, Manager

Adriana San Millan School Psychology and Special Education Services

Address

1115 Teresa Lane

City	**State**	**Zip**
Morgan Hill	CA	95037

Phone **Fax**

408-706-4860

Email

adriana@sanmillansped.com

Notices to LEA shall be addressed to:

Voices Morgan Hill

Address

City	**State**	**Zip**

Phone **Fax**

Email

Additional LEA Notification (Required if completed)

Name and Title

Address

City	**State**	**Zip**

Phone **Fax**

Email

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: **Adriana San Millan School Psychology and Special Education Services**

The CONTRACTOR CDS NUMBER: 1A-43-144

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

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

2) Related Services

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

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EVALUATIONS	RATE	PERIOD
Academic Assessment (WIAT IV/WJ IV)	$995	per student
Academic Assessment in Spanish	$1,295	per student
Assistive Technology Evaluation	$2,950	per student
Augmentative or alternative communication Evaluation	$2,950	per student
Educationally Related Mental Health Services Assessment (ERMHS)	$2,495	per student
Behavior Intervention Plan	$2,695	per student
Functional Behavior Assessment	$2,695	per student
Occupational Therapy Evaluation	$2,450	per student
Vision and Hearing Screening	$150	per student
Bilingual Psycho-educational Assessment	$3,195	per student
Psycho-educational Assessment	$2,695	per student
Psycho-educational Assessment with Social Emotional rating scales	$2,995	per student
Bilingual Psycho-educational Assessment with Social Emotional rating scales	$3,495	per student
Review of Records for Triennial Evaluation	$1,995	per student
Speech and Language Evaluation	$2,495	per student
Bilingual Speech and Language Evaluation	$2,795	per student
School Psychologist IEP Attendance via Video Conference / Phone	$350	per attendance
ERMHS: Individual Counseling, Counseling & Guidance, Parent Counseling	$129	per hour
General Education Counseling	$129	per hour
Social Work ERMHS	$125	per hour
Behavior Intervention Implementation	$119	per hour
Occupational Therapist Services	$239	per hour
Vision Specialist Services	$350	per hour

Vision Material Prep	$350	per hour

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

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

Address _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone _____ _____

(Residence) (Business)

Address _____ City _____ State/Zip _____

(If different from student)

AGREEMENT TERMS:

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

_____ during the extended school year

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

_____ during the extended school year

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

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

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

B. RELATED SERVICES:

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

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C) $ _____

D. SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/

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

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-	-DISTRICT-
_____	_____
(Name of Nonpublic School/Agency)	(Name of School District)
_____	_____
(Signature) (Date)	(Signature) (Date)
_____	_____
(Name and Title)	(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

Master Contract

2025-2026

Master Contract

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

LEA Voices West Contra Costa

Contract Year 2025-2026

Nonpublic School _____

Nonpublic Agency X

Type of Contract:

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

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

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

Expiration Date: _____

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

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2025-2026 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Voices West Contra Costa

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Adriana San Millan School Psychology and Special Education Services, LLC.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2025, between Voices West Contra Costa hereinafter referred to as the local educational agency ("LEA"), a member of SELPA, and Adriana San Millan School Psychology and Special Education Services, LLC (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”) and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider’s license, certification and/or credential. A current

copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026.

In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. The new Master Contract shall be signed by the contractor within the ninety day period. (California Education Code section 56366(c)(1) and (2)).

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the

LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.

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

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

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

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

f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior

intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking

such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

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

$2,000,000	per occurrence
$100,000	fire damage
$5,000	medical expenses
$1,000,000	personal & adv. Injury
$2,000,000	general aggregate
$2,000,000	products/completed operations aggregate

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

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

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

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

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - $1,000,000/$1,000,000/$1,000,000 Employers Liability

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, with the following limits:

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

E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

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

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

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

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, Section Education Codes 60851.5 and Section 60851.6 related to the suspension of the California High School Exit Exam (CAHSEE).

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

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

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test ("CELDT"), as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend upon mutual agreement District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

30. POSITIVE BEHAVIOR INTERVENTIONS

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and will be billed at the agreed contract rate.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or

NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a);

(3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least three (3) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this

provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three

(3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program

and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

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

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20

U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20

U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., title 5, section 3001 et seq., Cal. Code Regs., title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

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

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

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows:

(1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that

none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher’s scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub- contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

48. ABSENCES

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. When the provider is sent to the LEA and the student is not there, declines service, the nonpublic agency will bill .1 of an hour to document the service was offered to protect the school and follow the Individual Education Plan.

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR:

(a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11165.7, AB 1432, and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLI

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar week when education or related services were provided. Invoices and related documents shall be properly submitted electronically. At a minimum, each invoice must contain the following information: specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; approved cost of each invoice; total for each service and total for the invoice; date invoice was mailed, indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within thirty (30) days of LEA's receipt of properly submitted invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than fifteen (15) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year.

RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR for the specific service when: (a) CONTRACTOR has failed to perform; (b) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (c) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform;

(b) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures.

NO SHOW OR LATE ARRIVAL POLICY: Unless the student provides timely notice, if the student fails to show for or is late to his/her scheduled appointment, CONTRACTOR will note appointment and arrival time (as applicable) and that the student did not attend or was late.

For virtual sessions, LEA will pay fifty percent (50%) of the virtual sessions rate for a student who does not attend or who is late to his/her session provided the student failed to provide timely notice to CONTRACTOR.

For in-person sessions, LEA will pay the full session rate for a student who does not attend or who is late to his/her session provided the student failed to provide timely notice to CONTRACTOR.

If a student does not show or arrives late, CONTRACTOR will submit an invoice for those sessions and provide written proof the student did not show or arrived late, along with including documented attempts to contact the family or student. There must be contact attempts documented in the therapy notes section.

SESSION CANCELLATIONS WITH 24+ HOURS NOTICE: Session cancellations with 24+ hours notice can be made up at a later time at no cost to the LEA. Sessions should be rescheduled within the frequency specified on the IEP. For example, if the student receives a session 1 time per week, then the session should be attempted to be rescheduled within the week.

THERAPY ABSENTEEISM: If the student has a history of habitual absenteeism, the caseworker will notify the assigned Education Specialist. After three (3) consecutive no-shows or excessive absenteeism, the caseworker will notify the Education Specialist to try to schedule an IEP meeting for the IEP team to discuss possible barriers that may be preventing the student from attending therapy. Therapy sessions will continue to take place throughout this process.

60. INSPECTION AND AUDIT

CONTRACTOR shall provide access to LEA to records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications. CONTRACTOR shall make available to LEA relevant information to the billing in question submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit.

61. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

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

62. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR

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

Nonpublic Agency

By: _____
Signature Date

Adriana San Millan, Manager

Notices to CONTRACTOR shall be addressed to:

Adriana San Millan, Manager

Adriana San Millan School Psychology and Special Education Services

Address

1115 Teresa Lane

City	**State**	**Zip**
Morgan Hill	CA	95037

Phone **Fax**

408-706-4860

Email

adriana@sanmillansped.com

CONTRACTOR

Voices West Contra Costa

LEA

By: _____
Signature Date

Notices to LEA shall be addressed to:

Voices West Contra Costa

Address

City	**State**	**Zip**

Phone **Fax**

Email

Additional LEA Notification (Required if completed)

Name and Title

Address

City	**State**	**Zip**

Phone **Fax**

Email

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: **Adriana San Millan School Psychology and Special Education Services**

The CONTRACTOR CDS NUMBER: 1A-43-144

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

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

2) Related Services

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

Voices West Contra Costa

EVALUATIONS	RATE	PERIOD
Academic Assessment (WIAT IV/WJ IV)	$995	per student
Academic Assessment in Spanish	$1,295	per student
Assistive Technology Evaluation	$2,950	per student
Augmentative or alternative communication Evaluation	$2,950	per student
Educationally Related Mental Health Services Assessment (ERMHS)	$2,495	per student
Behavior Intervention Plan	$2,695	per student
Functional Behavior Assessment	$2,695	per student
Occupational Therapy Evaluation	$2,450	per student
Vision and Hearing Screening	$150	per student
Bilingual Psycho-educational Assessment	$3,195	per student
Psycho-educational Assessment	$2,695	per student
Psycho-educational Assessment with Social Emotional rating scales	$2,995	per student
Bilingual Psycho-educational Assessment with Social Emotional rating scales	$3,495	per student
Review of Records for Triennial Evaluation	$1,995	per student
Speech and Language Evaluation	$2,495	per student
Bilingual Speech and Language Evaluation	$2,795	per student
School Psychologist IEP Attendance via Video Conference / Phone	$350	per attendance
ERMHS: Individual Counseling, Counseling & Guidance, Parent Counseling	$129	per hour
General Education Counseling	$129	per hour
Social Work ERMHS	$125	per hour
Behavior Intervention Implementation	$119	per hour
Occupational Therapist Services	$239	per hour
Vision Specialist Services	$350	per hour

Vision Material Prep	$350	per hour

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

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

Address _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone _____ _____

(Residence) (Business)

Address _____ City _____ State/Zip _____

(If different from student)

AGREEMENT TERMS:

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

_____ during the extended school year

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

_____ during the extended school year

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

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

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

B. RELATED SERVICES:

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

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C) $ _____

D. SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/

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

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-	-DISTRICT-
_____	_____
(Name of Nonpublic School/Agency)	(Name of School District)
_____	_____
(Signature) (Date)	(Signature) (Date)
_____	_____
(Name and Title)	(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

Master Contract

2025-2026

Master Contract

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

LEA Voices Mount Pleasant

Contract Year 2025-2026

Nonpublic School _____

Nonpublic Agency X

Type of Contract:

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

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

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

Expiration Date: _____

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

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2025-2026 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Voices Mount Pleasant

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Adriana San Millan School Psychology and Special Education Services, LLC.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2025, between Voices Mount Pleasant hereinafter referred to as the local educational agency ("LEA"), a member of SELPA, and Adriana San Millan School Psychology and Special Education Services, LLC (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”) and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider’s license, certification and/or credential. A current

copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026.

In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. The new Master Contract shall be signed by the contractor within the ninety day period. (California Education Code section 56366(c)(1) and (2)).

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the

LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior

intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking

such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

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

$2,000,000	per occurrence
$100,000	fire damage
$5,000	medical expenses
$1,000,000	personal & adv. Injury
$2,000,000	general aggregate
$2,000,000	products/completed operations aggregate

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

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

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

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

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - $1,000,000/$1,000,000/$1,000,000 Employers Liability

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, with the following limits:

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

E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

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

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

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

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, Section Education Codes 60851.5 and Section 60851.6 related to the suspension of the California High School Exit Exam (CAHSEE).

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

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

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test ("CELDT"), as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend upon mutual agreement District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

30. POSITIVE BEHAVIOR INTERVENTIONS

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and will be billed at the agreed contract rate.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or

NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a);

(3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least three (3) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this

provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three

(3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program

and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

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

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20

U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20

U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., title 5, section 3001 et seq., Cal. Code Regs., title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

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

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

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows:

(1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that

none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher’s scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub- contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

48. ABSENCES

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. When the provider is sent to the LEA and the student is not there, declines service, the nonpublic agency will bill .1 of an hour to document the service was offered to protect the school and follow the Individual Education Plan.

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR:

(a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11165.7, AB 1432, and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLI

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar week when education or related services were provided. Invoices and related documents shall be properly submitted electronically. At a minimum, each invoice must contain the following information: specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; approved cost of each invoice; total for each service and total for the invoice; date invoice was mailed, indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within thirty (30) days of LEA's receipt of properly submitted invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than fifteen (15) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year.

RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR for the specific service when: (a) CONTRACTOR has failed to perform; (b) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (c) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform;

(b) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures.

NO SHOW OR LATE ARRIVAL POLICY: Unless the student provides timely notice, if the student fails to show for or is late to his/her scheduled appointment, CONTRACTOR will note appointment and arrival time (as applicable) and that the student did not attend or was late.

For virtual sessions, LEA will pay fifty percent (50%) of the virtual sessions rate for a student who does not attend or who is late to his/her session provided the student failed to provide timely notice to CONTRACTOR.

For in-person sessions, LEA will pay the full session rate for a student who does not attend or who is late to his/her session provided the student failed to provide timely notice to CONTRACTOR.

If a student does not show or arrives late, CONTRACTOR will submit an invoice for those sessions and provide written proof the student did not show or arrived late, along with including documented attempts to contact the family or student. There must be contact attempts documented in the therapy notes section.

SESSION CANCELLATIONS WITH 24+ HOURS NOTICE: Session cancellations with 24+ hours notice can be made up at a later time at no cost to the LEA. Sessions should be rescheduled within the frequency specified on the IEP. For example, if the student receives a session 1 time per week, then the session should be attempted to be rescheduled within the week.

THERAPY ABSENTEEISM: If the student has a history of habitual absenteeism, the caseworker will notify the assigned Education Specialist. After three (3) consecutive no-shows or excessive absenteeism, the caseworker will notify the Education Specialist to try to schedule an IEP meeting for the IEP team to discuss possible barriers that may be preventing the student from attending therapy. Therapy sessions will continue to take place throughout this process.

60. INSPECTION AND AUDIT

CONTRACTOR shall provide access to LEA to records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications. CONTRACTOR shall make available to LEA relevant information to the billing in question submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit.

61. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

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

62. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR

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

Nonpublic Agency

By: _____
Signature Date

Adriana San Millan, Manager

CONTRACTOR

Voices Mount Pleasant

LEA

By: _____
Signature Date

Notices to CONTRACTOR shall be addressed to:

Adriana San Millan, Manager

Adriana San Millan School Psychology and Special Education Services

Address

1115 Teresa Lane

City	**State**	**Zip**
Morgan Hill	CA	95037

Phone **Fax**

408-706-4860

Email

adriana@sanmillansped.com

Notices to LEA shall be addressed to:

Voices Mount Pleasant

Address

City	**State**	**Zip**

Phone **Fax**

Email

Additional LEA Notification (Required if completed)

Name and Title

Address

City	**State**	**Zip**

Phone **Fax**

Email

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: **Adriana San Millan School Psychology and Special Education Services**

The CONTRACTOR CDS NUMBER: 1A-43-144

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

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

2) Related Services

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

Voices Mount Pleasant

EVALUATIONS	RATE	PERIOD
Academic Assessment (WIAT IV/WJ IV)	$995	per student
Academic Assessment in Spanish	$1,295	per student
Assistive Technology Evaluation	$2,950	per student
Augmentative or alternative communication Evaluation	$2,950	per student
Educationally Related Mental Health Services Assessment (ERMHS)	$2,495	per student
Behavior Intervention Plan	$2,695	per student
Functional Behavior Assessment	$2,695	per student
Occupational Therapy Evaluation	$2,450	per student
Vision and Hearing Screening	$150	per student
Bilingual Psycho-educational Assessment	$3,195	per student
Psycho-educational Assessment	$2,695	per student
Psycho-educational Assessment with Social Emotional rating scales	$2,995	per student
Bilingual Psycho-educational Assessment with Social Emotional rating scales	$3,495	per student
Review of Records for Triennial Evaluation	$1,995	per student
Speech and Language Evaluation	$2,495	per student
Bilingual Speech and Language Evaluation	$2,795	per student
School Psychologist IEP Attendance via Video Conference / Phone	$350	per attendance
ERMHS: Individual Counseling, Counseling & Guidance, Parent Counseling	$129	per hour
General Education Counseling	$129	per hour
Social Work ERMHS	$125	per hour
Behavior Intervention Implementation	$119	per hour
Occupational Therapist Services	$239	per hour
Vision Specialist Services	$350	per hour

Vision Material Prep	$350	per hour

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

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

Address _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone _____ _____

(Residence) (Business)

Address _____ City _____ State/Zip _____

(If different from student)

AGREEMENT TERMS:

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

_____ during the extended school year

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

_____ during the extended school year

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

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

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

B. RELATED SERVICES:

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

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C) $ _____

D. SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/

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

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-	-DISTRICT-
_____	_____
(Name of Nonpublic School/Agency)	(Name of School District)
_____	_____
(Signature) (Date)	(Signature) (Date)
_____	_____
(Name and Title)	(Name of Superintendent or Authorized Designee)

LEASE AGREEMENT

This LEASE AGREEMENT ("**Lease**") dated, for reference purposes only, as of August 12, 2025, is made by and between VCBLA NIDO LLC, a California limited liability company ("**Landlord**"), and VOICES COLLEGE-BOUND LANGUAGE ACADEMIES, a California nonprofit public benefit corporation (in its capacity as operator of and holder of the charter for the "School" described herein ("**Tenant**") (Landlord and Tenant being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**"). Tenant is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by Voices College-Bound Language Academy at West Contra Costa (the "**School**"), CDS Code 07-61796-0136903, a California public charter school operated by Tenant pursuant to a charter approved by the West Contra Costa Unified School District.

1. **Basic Provisions**.

1.1 Premises. The "**Premises**" consists of Landlord's interest in all of the land (the "**Land**") and all of the current and future buildings and improvements (collectively, the "**Improvements**"**)**, located on the land described as 2354 Andrade Avenue, having been designated Contra Costa County APN 528-080-008-6, in the County of Contra Costa, California (the "**Premises**").

1.2 **Term**. The initial term of this Lease shall be for approximately one (1) year commencing on August 12, 2025 (the "**Lease Commencement Date**") and ending on June 30, 2026 (the "**Initial Term**"), or such other later date if Tenant exercises any of the Extension Options described in Sections 1.3 and 3 (such date, as it may be extended, the "**Expiration Date**").

1.3 **Extension Option**. Tenant shall have three (3) options to extend the Term (such extension terms collectively, the "**Extension Term**" and, collectively with the Initial Term, the "**Term**") on the terms and conditions, and at the Rent, set forth in Section 3 below.

1.4 **Rent**. During the Term, commencing on August 12, 2025, (the "**Rent Commencement Date**"), Rent, as described in Section 4.1, shall be payable by Tenant to Landlord.

1.5 **The School.** The Premises will be used for the operation by Tenant of the School or by a successor charter school.

1.6 **Capitalized Term**s. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Indenture.

2. **Premises**.

2.1 **Letting.** Landlord hereby leases and hires to Tenant, and Tenant hereby leases and hires from Landlord, the Premises, for the Term, at the Rent, and upon and subject to all of the terms, covenants and conditions set forth in this Lease.

2.2 **Condition of Premises.** On the Lease Commencement Date, Landlord shall

deliver the Premises to Tenant in the same condition in which they were in when Landlord acquired the Premises.

3. Term.

3.1 **Term.** The Lease Commencement Date, Expiration Date and Term of this Lease are as specified in Sections 1.2 and 1.3.

3.2 **Options to Extend.** Landlord hereby grants to Tenant five (5) options (each, an **"Extension Option")** to extend the Term of this Lease, each for a period of one (1) year. Each Extension Option must be exercised, if at all, by written notice (the **"Option Notice")** delivered by Tenant to Landlord not less than four (4) weeks prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of this Lease shall remain unmodified and in full force and effect, except that:

(a) Each Extension Term shall commence immediately upon the expiration of the Initial Term or immediately prior Extension Term, as applicable.

(b) The Rent for each Extension Term shall be an increase of the Cost of Living Adjustment Index percentage, as defined in Title 4, California Code of Regulations Section10170.2(h) for that fiscal year, over the prior year's Base Rent.

4. Rent; Expenses.

4.1 **Rent Defined.** Subject to the terms of this Lease, **"Rent"** is defined as and shall consist of the sum of (i) Base Rent and (ii) Expenses (all as defined below), together with all other monetary obligations of Tenant to Landlord or to third parties arising under the terms of this Lease.

4.2 **Base Rent. "**Base Rent" shall be $14,841 per month, which is $2.25 per square foot.

4.3 **Rental Adjustment:** In the event Lessor makes improvements to the Premises, the rent shall be adjusted to reflect the fair market rent sith those improvements in place.

4.4 [RESERVED].

4.5 **Expenses.** Tenant shall be responsible for all Expenses, which Tenant shall pay directly to the providers of any of the items comprising Expenses prior to delinquency, or shall pay to or reimburse Landlord within thirty (30) days after receiving a statement from Landlord itemizing (with reasonable description) all charges included thereon. **"Expenses"** shall mean all costs and expenses of the ownership, operation, maintenance, repair, or replacement, and insurance of the Premises, as determined by standard accounting practices, including, by way of illustration only, and not by way of limitation, to the extent they apply to the Premises, the aggregate of the **"Maintenance Expenses"** and the **"General Expenses"** set forth below:

(i) **"Maintenance Expenses"** means all costs of maintaining and

repairing the Premises, the parking area, athletic fields and other portions of the Premises, deferred maintenance, installing or extending service systems and other built-in equipment, and improving the Premises, including without limitation all of the following:

a. All maintenance, replacement and repair costs of air conditioning, heating and ventilation equipment and systems, elevators (if any), landscaping, service areas, parking lots, athletic fields, building exteriors (including painting), signs and directories, repairing and replacing roofs, walls, structural components of the Premises, and cost of compliance with applicable laws (including any required upgrades or retrofitting).

b. Supplies, materials, labor, equipment, and utilities used in or related to the repair and maintenance of the Premises and such common areas.

c. Capital improvements made to the Premises (whether funded in full or amortized with reasonable financing charges) which may be required by any government authority or which will improve the operating efficiency of the Premises.

(ii) **"General Expenses"** means all of the following, to the extent not included in Maintenance Expenses:

a. Gross receipts taxes, whether assessed against Landlord or assessed against Tenant and collected by Landlord.

b. Water, sewage, and waste or refuse removal charges.

c. Gas, electricity, telephone and other utilities.

d. The cost of monthly or annual contracts for systems or services such as alarm systems, security systems, internet services, janitorial services or landscaping services.

e. All janitorial, cleaning, landscaping, sweeping and repair services related to the Premises.

f. The costs of signs and directories.

g. The cost of compliance with applicable laws.

h. Reasonable costs incurred by Landlord for operating expenses, including the day-to-day management (if any), including the cost of management personnel (if any), together with any of Landlord's administrative expenses such as state filings, preparation of tax returns or notices, and all taxes, charges, or fees in connection therewith.

i. Subject to Section 4.6, Real Property Taxes (as defined in Section I 0.1 below) and personal property taxes (as described in Section I0.3 below), if any.

j. Any other costs or expenses incurred by Landlord under this Lease.

4.6 Property Tax. Tenant intends to use the Premises exclusively for public school purposes and on that basis may seek exemption of the Premises from ad valorem property taxes. Tenant shall be responsible for the application to the Contra Costa County Tax Assessor for such tax exemption on an annual basis. Landlord shall cooperate with Tenant in obtaining such exemption, and shall execute any application for a tax exemption for the Premises. Any tax refunds and/or tax exemptions received by or granted to Landlord, based on Tenant's use of the Premises during the term of this Lease, shall be credited toward Tenant's Rent payable under this Lease.

4.7 Payment. All Rent required to be paid in monthly installments shall be paid in advance on the twentieth (20th) day of the calendar month immediately preceding the month with respect to which such Rent is due. All Rent shall be paid in lawful money of the United States, without any abatement, deduction or offset whatsoever (except as specifically provided herein), and without any prior demand therefore, to the Landlord at the address set forth below.

4.8 Late Charge and Interest on Rent in Default. If any Rent is not received by or on behalf of Landlord from Tenant within ten (10) calendar days after Landlord has notified Tenant in writing that payment has not been received by Landlord, then Tenant shall immediately pay to Landlord a late charge equal to five percent (5%) of such delinquent rent as liquidated damages for Tenant's failure to make timely payment. In no event shall this provision for a late charge be deemed to grant to Tenant a grace period or extension of time within which to pay any Rent or prevent Landlord from exercising any right or remedy available to Landlord upon Tenant's failure to pay any Rent due under this Lease in a timely fashion. If any Rent remains delinquent for a period in excess of thirty (30) days then, in addition to such late charge, Tenant shall pay to Landlord interest on any Rent that is not paid when due at the Default Interest Rate from the date such amount became due until paid.

5. [RESERVED].

6. Use.

6.1 **Agreed Use.** In addition to any other restrictions on Tenant's use of the Premises, the Property shall be used by Tenant for the School, for any related and ancillary school and educational purposes, any related administrative purposes, and any related incidental legal uses. Tenant may enter into license agreements for services such as before- and after-school care to be provided on the Premises, as well as any other uses Tenant determines are not inconsistent with its use of the Premises.

6.2 Hazardous Substances.

(a) Tenant shall indemnify, defend and hold Landlord, and the agents, employees, officers, and directors of such Parties, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant (provided, however, that Tenant shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties to the extent not caused or contributed to by Tenant). The provisions of

this Section 6.2(b) shall survive the termination of this Lease.

(b) If Tenant becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then Tenant shall notify Landlord, and Landlord shall make the investigation and remediation thereof required by the Applicable Requirements, the costs relating thereto constituting an Expense for which Tenant is responsible and this Lease shall continue in full force and effect, but subject to Landlord's rights under Section 6.2(b); provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than Tenant) prior to the Commencement Date, then Landlord shall be solely responsible for making the investigation and remediation thereof at its sole cost and expense, and this Lease shall continue in full force and effect. "Hazardous Substance Condition" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance in, on, or under the Premises which requires repair, remediation, or restoration.

7. Maintenance; Repairs.

7.1 **Tenant Fully Responsible.** During the Term, except in cases of damage or destruction due to casualty loss, or in the event of Condemnation, all repair, maintenance, restoration, retrofitting, construction or reconstruction with respect to the Improvements shall be the sole responsibility of Tenant, and Landlord shall have no duty to undertake any such repair, maintenance, restoration, retrofitting, construction or reconstruction, or to pay any costs of the same.

7.2 Compliance With Applicable Requirements. Except as otherwise provided in this Lease, Tenant shall, at Tenant's sole expense, fully, diligently and in a timely manner, materially comply with all applicable building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances (the **"Applicable Requirements"),** the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants which relate in any manner to such Applicable Requirements, without regard to whether such Applicable Requirements are now in effect or become effective after the Commencement Date. Tenant shall, within ten (10) days after receipt of Landlord's written request, provide Landlord with copies of all permits and other documents, and other information evidencing Tenant's compliance with any Applicable Requirements specified by Landlord, and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Tenant or the Premises to comply with any Applicable Requirements.

7.3 **Liens.** Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in, on, or about the Premises, and Landlord shall have the right to post notices of non-responsibility. If Tenant shall contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense defend and protect itself, Landlord and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof.

7.4 Ownership of Improvements; Removal; Surrender; and Restoration.

(a) **Ownership.** All Improvements shall be the property of Landlord. Any additional improvements constructed and paid for by Tenant itself shall, at the expiration or termination of this Lease, at the option of Landlord, (i) be removed by Tenant or (ii) become the property of Landlord and be surrendered by Tenant with the Premises.

(b) **Surrender and Restoration.** Tenant shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the parts and surfaces thereof broom clean and free of debris, and in good operating order, condition, and state of repair, ordinary wear and tear excepted. Tenant shall repair any damage occasioned by the installation, maintenance, or removal of any of its furnishings, and equipment. Any personal property of Tenant not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Tenant and may be disposed of or retained by Landlord as Landlord may desire.

8. Insurance; Indemnity.

8.1 **Liability.** Throughout the term of this Lease, the Tenant shall keep or cause to be kept, the following insurance coverages relating to the Premises, paying as the same become due and payable all premiums with respect thereto:

(a) Insurance against loss or damage to the Premises and all improvements thereon and therein, all subject to standard form exclusions, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State, in an amount equal to the full replacement value of the Premises;

(b) Commercial comprehensive general liability and automobile liability insurance against claims arising in, on or about the Premises, providing coverage limits not less than $1,000,000 per occurrence and $2,000,000 in aggregate;

(c) Business interruption or rent loss insurance equal to 12 months' Base Rent and 12 months' Operating Expenses.

(d) The insurance policies required by subsection (a) of this Section shall name the Landlord as additional insured.

8.2 **Waiver of Subrogation.** Without affecting any other rights or remedies, Tenant and Landlord each hereby releases and relieves the other, and waives their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance is not invalidated thereby.

9. Damage or Destruction.

9.1 Definitions.

(a) **"Damage"** shall mean damage or destruction to the improvements on the Premises from fire or other casualty.

(b) **"Insured Loss"** shall mean Damage that was caused by an event required to be covered by the insurance described in Section 8, irrespective of any deductible amounts or coverage limits involved.

9.2 **Damage.** Landlord shall be entitled to any and all insurance proceeds that are available as a result of any Insured Loss, and Landlord may at its election proceed to reconstruct the Improvements subject to such Damage to their condition existing immediately prior to the Damage, utilizing available insurance proceeds and any amounts voluntarily contributed by Landlord in its sole discretion. If Landlord elects not to undertake such restoration, Tenant may (i) if such damage is material, terminate this Lease by providing written notice to Landlord within 30 days after receipt by Tenant of Landlord's notice of its election not to undertake such restoration, or (ii) require Landlord to restore and rebuild the Premises, so long as the following conditions are met:

(a) The amount of insurance proceeds that are available for restoration, plus any funds that may have been deposited by Tenant, are sufficient to restore and rebuild the Premises to their character, condition and utility immediately prior to the casualty (or to such other condition as Tenant reasonably demonstrates will generate sufficient revenue for Tenant to meet its obligation to pay all Rent thereafter accruing);

(b) The amount of available proceeds of rental interruption insurance plus any funds deposited by Tenant equals an amount determined by Landlord to be sufficient to pay the Rent accruing during the period between the date of such casualty and the date the restoration or rebuilding is substantially completed.

(c) In lieu of making any deposit of funds as described above, Tenant shall have the right to provide other assurances of the payment of restoration costs and Rent acceptable to Landlord in its sole discretion, such as a letter of credit.

9.3 **Damage--Uninsured Loss.** If Damage that is not an Insured Loss occurs, Tenant shall repair such damage as soon as reasonably possible at Tenant's expense and this Lease shall continue in full force and effect.

9.4 **Waive Statutes.** Landlord and Tenant agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith, including California Civil Code Sections 1932(2) and 1933(4).

10. Real Property Taxes.

10.1 **Definition.** As used herein, the term **"Real Property Taxes"** shall include any

form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Landlord in the Premises, Landlord's right to other income therefrom; and/or Landlord's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the address of the Premises and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Premises is located. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the Term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Landlord to Tenant pursuant to this Lease.

10.2 **Payment of Taxes.** Tenant shall timely file for exemption from any Real Property Taxes and shall maintain such exemption during the Term. In any event, Tenant shall pay, before the same become past due, the Real Property Taxes applicable to the Premises during the Term to the extent any such Real Property Taxes are charged, levied, assessed, or imposed.

10.3 **Personal Property Taxes.** Tenant shall timely file for exemption from any taxes on fixtures, furnishings, equipment, and all personal property of Tenant and shall maintain such exemption during the Term. Tenant shall pay, prior to delinquency, all such taxes to the extent they are charged, levied, assessed, or imposed after an exemption for such taxes is filed as required hereunder.

11. Assignment and Subletting.

11.1 By Tenant. Tenant shall not sublease, assign, mortgage, pledge, hypothecate or encumber this Lease or any of Tenant's interest hereunder without the prior written consent of Landlord (which shall not be unreasonably withheld).

12. Default; Event of Default; Remedies.

12.1 **Default; Event of Default.** A "Default" is defined as a failure by Tenant to comply with or perform any of the terms, covenants or other obligations of Tenant under this Lease. An **"Event of Default"** is defined as the occurrence of one or more of the following Defaults, and the failure of Tenant to cure such Default within any applicable grace period:

(a) The abandonment of the Premises.

(b) The failure of Tenant to make any payment of Rent required to be made by Tenant hereunder, whether to Landlord or to a third party, when due, to provide reasonable evidence of insurance or surety bond required hereunder, or to fulfill any obligation under this Lease that endangers or threatens life or property, where such failure continues for a period of ten (10) business days following written notice to Tenant.

(c) Any material representation or warranty made in this Lease, or in any report, certificate, financial statement, or instrument furnished in connection with this Lease, proves to have been false or misleading when made, in any material respect.

(d) Tenant violates or fails to observe or perform any covenant contained herein where such failure continues for a period of ten (10) business days following written notice to Tenant.

(e) A Default by Tenant as to the terms, covenants, conditions or provisions of this Lease where such Default continues for a period of thirty (30) days after written notice; provided, however, that if the nature of Tenant's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within 90 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within sixty (60) days; provided, however, in the event that any provision of this subparagraph (g) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The probation, nonrenewal, termination or revocation of the charter of the School after waiver or exhaustion of any right to appeal; provided that any form of probation shall have a one year period to cure.

12.2 **Remedies.** Upon the occurrence of any Event of Default, Landlord may, with or without further notice or demand, and without limiting Landlord in the exercise of any right or remedy that Landlord may have by reason of such Event of Default:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession to Landlord. In such event Landlord shall be entitled to recover from Tenant: (i) the unpaid Rent that had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees of Landlord, and that portion of any leasing commission paid by Landlord in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the

District within which the Premises are located at the time of award plus one percent. Efforts by Landlord to mitigate damages caused by Tenant's Event of Default of this Lease shall not waive Landlord's right to recover damages under Section 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Landlord may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Section 12.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Tenant under the unlawful detainer statute shall also constitute the notice required by Section 12.1. In such case, the applicable grace period required by Section 12.1 and the unlawful detainer statute shall run concurrently, and the failure of Tenant to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and an Event of Default under this Lease entitling Landlord to the remedies provided for in this Lease and/or by said statute.

(b) Continue this Lease and Tenant's right to possession and recover the Rent as it becomes due. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect Landlord's interests, shall not constitute a termination of Tenant's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under this Lease, including under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Tenant's occupancy of the Premises.

12.3 Default Interest. Any monetary payment due Landlord hereunder not received by Landlord when due as to scheduled payments (such as Base Rent) or within thirty (30) days following the date on which it was due for non-scheduled payments, shall bear interest computed at the rate of 10% per annum (but not in excess of the maximum rate allowed by law) **("Default Interest Rate")** from the date when due as to scheduled payments, or the 31st day after it was due as to non-scheduled payments.

12.4 **Landlord Self Help.** If Tenant fails to perform any of its affirmative duties or obligations, Landlord may, at its option, perform such duty or obligation on Tenant's behalf including, but not limited to, the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Tenant shall pay to Landlord the costs and expenses incurred by Landlord in such performance upon receipt of an invoice therefor.

13. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively **"Condemnation"),** this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs, and Expenses thereafter shall be limited to those applying to the remaining Premises subject to this Lease. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to Tenant's use and quiet enjoyment of the Premises as a whole, then all available Condemnation awards and/or payments shall be used first, to restore the remaining portion of the Premises to a usable whole, and second, to reduce the balance of any loan made to Landlord and secured by the Premises in proportion to the portion taken or sold. Any portion of the award and/or

payment that remains after the foregoing purposes have been satisfied shall be the property of Landlord. All Condemnation awards and/or payments shall be the property of Landlord.

14. **Estoppel Certificates.** Each Party (as **"Responding Party")** shall within ten (10) days after written notice from the other Party (the **"Requesting Party")** execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current **"Estoppel Certificate"** form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

15. **Definition of Landlord.** The term **"Landlord"** as used herein shall mean the owner or owners at the time in question of the Landlord's interest under this Lease. Upon any transfer of such interest in the Premises, the prior Landlord shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the succeeding Landlord. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by Landlord shall be binding only upon Landlord as hereinabove defined.

16. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

17. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days. **"Business Day"** means any day other than a Saturday, a Sunday or a day on which banking institutions in the city in which the Premises is located are authorized or obligated by law or executive order to be closed.

18. **Limitation on Liability.** The obligations of Landlord under this Lease shall not constitute personal obligations of Landlord, and Tenant shall look to the Premises, and to no other assets of Landlord, for the satisfaction of any liability of Landlord with respect to this Lease. No member, officer, agent or employee of the Authority or any director, officer, agent or employee of the Landlord or Tenant shall be individually or personally liable for the payment of any amounts hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Lease; but nothing herein contained shall relieve any such member, director, officer, agent or employee form the performance of any official duty provided by law or this Lease.

19. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

20. **No Prior or Other Agreements.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Each Party represents and warrants that the execution of this Lease will not, to the best of the Party's knowledge, constitute a violation under any material agreements to which such Party is a party.

21. Notices.

21.1 **Notice Requirements.** Unless otherwise provided herein, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when

delivered (or refused for delivery) at the appropriate notice address (a) if hand delivered or delivered by courier or (b) if mailed by first class certified mail, postage prepaid, return receipt requested. Any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Days. The parties listed below may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice required or permitted hereunder shall be directed to the following notice address:

21.2 Addresses.

The Landlord: VCBLA Nido LLC
6840 Via Del Oro, Suite 205
San Jose, CA 95119-1372

The Tenant: Voices College-Bound Language Academies
6840 Via Del Oro, Suite 205
San Jose, CA 95119-1372

22. **Waivers.** No waiver by Landlord of the Default or Event of Default of any term, covenant or condition hereof by Tenant, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Event of Default by Tenant of the same or of any other term, covenant or condition hereof.

23. **No Right To Holdover.** Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Tenant holds over, then the Base Rent shall be increased to 110% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Landlord to any holding over by Tenant.

24. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Tenant are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this Lease shall be initiated in the County of Contra Costa.

27. **Landlord's Access; Showing Premises; Repairs.** Landlord shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times after two (2) Business Days' prior notice for the purpose of inspecting the Premises, verifying

compliance by Tenant with this Lease, showing the Premises to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Landlord may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises as long as there is no material adverse effect to Tenant's use of the Premises, or exercising its self-help rights under Section 12.4.

28. **Quiet Possession.** Subject to payment by Tenant of the Rent and performance of all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

29. **Counterparts.** This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

30. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

31. **Limitation of Rights to Parties.** Except as otherwise provided herein, nothing in this Lease is intended or shall be construed to give to any person other than Landlord and Tenant any legal or equitable right, remedy or claim under or in respect of this Lease or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of Landlord and Tenant.

32. **CASp Disclosure.** California Civil Code Section 1938 requires Landlord to notify Tenant whether the Premises has undergone inspection by a Certified Access Specialist ("CASp"), as defined in California Civil Code Section 55.52. Landlord hereby states to Tenant that, as of the date this Lease is executed, the property of which the Premises is a part has not undergone such inspection. A CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction related accessibility standards under California state law. Although California state law does not require a CASp inspection of the Premises, the Landlord may not prohibit Tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of Tenant, if requested by Tenant. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the Premises.

(Signatures on next page)

(Signature page of Lease Agreement)

The Parties hereto have executed this Lease as of the day and year first above written.

LANDLORD

VCBLA NIDO LLC,
A California limited liability company
By: Voices College-Bound Language Academies, its sole member

By:_____

Its: _____

TENANT

VOICES COLLEGE-BOUND LANGUAGE ACADEMIES,
A California non-profit public benefit corporation

By:_____

Its: _____

EDIFYINGTEACHERS

Rehumanizing Education
through the Power of Connection

Partnership Agreement
Edifying Voices College-Bound Language Academies

Professional Development & Mentorship Support for
Stockton & Mt. Pleasant Campuses

Fall 2025

Background

Edifying Teachers is a trusted partner in ensuring personalized coaching and mentorship support for educators, highlighted by Education Week and the U.S. Department of Education. We provide evidence-based, supplemental support services for ensuring pre-service and in-service teachers - as well as school leaders - have high-quality, ongoing mentorship, including professional development and feedback. We tailor each engagement to best meet particular needs (e.g., program/partner/local context).

Partnership Context

Following a successful pilot, in which Edifying Teachers helped support a cohort of teachers, associate teachers, and an education specialist at the Voices Academies Stockton campus during the second semester of School Year 2024-25 through our personalized, hybrid approach; we look forward to continuing the partnership with a full year of support for more team members (all teachers and education specialists) at the Stockton and Mount Pleasant campuses.

Support to be Provided by Edifying Teachers

To meet the goals of the Voices Academies leadership team in support of the two leadership teams, faculty, and staff as discussed with the network leadership team, Edifying Teachers' Local Leads will support our partnership. These individuals serve as the 'face' of Edifying Teachers...

- serving as thought partners with network leaders to fine tune professional learning content and delivery, with a focus on elevating understanding of key curricular resources (e.g., Amplify CKLA, LETRS, and others) with a focus on English Language Arts (ELA) and mathematics;
- serving as leadership technical assistance partners in informing professional learning, specifically to model 1:1 coaching and feedback loops, and helping to elevate the practice of the principal to integrate multi-tiered systems of support (MTSS) into instruction to promote equity;
- facilitating monthly in-person sessions with campus teams; and
- helping quickly match and deploy a diverse set of mentors with relevant teaching and coaching experience to support Voices team members.

EDIFYINGTEACHERS

Rehumanizing Education through the Power of Connection

Quote (Updated to Reflect Fall Semester Only)

10194 Breconshire Road
Ellicott City, Maryland 21042
414.841.6031 | rudy@edifyingteachers.com

Quote #: 70
Prepared by: Dr. Rudy Ruiz
Date Prepared: 7/28/2025
Prepared for: Ellyn Magaña, Chief Innovation and Strategy Officer
Voices Academies
Email: emagana@voicescharterschool.com
Phone: (501) 351-4143
Start/End Dates: 7/29/25-12/19/25

Description	Quantity	Total Price
1:1 Mentorship Support for All Teachers & Ed Specialists ⦿ Well-matched mentors for each teacher and education specialist ⦿ 1:1 twice monthly non-evaluative virtual mentorship sessions, utilizing video recordings of in-person instruction by mentees as applicable by role ⦿ In-person monthly community (group) support and leadership check in ⦿ Quantitative and qualitative data to inform program leadership of team members' engagement with support resources, sense of confidence (self-efficacy) and belonging, as well as progress towards specified key competencies **Support with Professional Development (PD)** ⦿ Providing feedback to help fine tune monthly PD sessions ⦿ Monthly, data-informed leadership check-in meetings (jointly with the two campus leadership teams)	24 mentees (split between the two campuses; *13 at Mt. Pleasant and 11 at Stockton*)	$1,250 per team member *No add'l charge*
		Total $30,000

Invoice will be issued upon execution of this Quote. Payment will be due within 15 days. At the completion of the fall semester (12/19/25), the Edifying and Voices leadership teams will meet to determine whether Voices is able to extend the contract through the end of the school year (for an equal amount). Upon execution by Authorized Signatory, Client hereby agrees to Terms of Use which will become effective together with this Quote as of the Signature Date.

Amergis Healthcare Staffing

This Education Master Services Agreement (hereinafter "Agreement") is entered into on this **Effective Date** July 25, 2025, by and between **Voices College Bound Language Academy** located at 14271 Story Rd San Jose, California 95127, referred to in this Agreement as ("Customer"), and **Amergis Healthcare Staffing, Inc.,** a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2870 Zanker Rd. , Ste 220, San Jose, CA, 95134, United States of America referred to in this Agreement as ("Amergis"). Customer or Amergis may be referred to herein as a "Party" or jointly as the "Parties."

RECITALS

WHEREAS, Customer operates a School located in California and wishes to engage Amergis to provide personnel to supplement Customer's staff;

WHEREAS, Amergis operates a staffing agency that provides supplemental healthcare staffing services to Customer; and

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Amergis hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

1.1. Definitions. As used in this Agreement, the following terms shall have the meanings specified below unless the context otherwise requires. Capitalized terms, acronyms and phrases used in the staffing industry (i.e. HR) and business process outsourcing services industries or other pertinent business context that are not defined will be interpreted in accordance with their then-generally understood meaning:

"Assignment Confirmation" is a document specifying additional details and Bill Rate for any individual Personnel matched for the Customer.

"Bill Rate" means the rates billed to Customer for services performed by Personnel pursuant to this Agreement, any Statement of Work, subsequent Amendment or any Assignment Confirmation.

"On Call/Call Back Rates" means those rates, as applicable and as more specifically set forth on the Assignment Confirmation, for hours where Personnel may be called back for previously unscheduled hours to the Work Site to perform assigned duties.

"Behavior Intervention Plan" or "BIP" is defined as a written improvement plan created for a student based on the outcome of the functional behavior assessment (FBA).

"Contractor" means either independent contractor(s) or legal entity(ies) being utilized by Amergis to provide Services. An Amendment to this Agreement will be executed if 1099 Contractors are requested to be provided to Customer.

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Amergis Healthcare Staffing

"Individual Education Program" or "IEP" is a plan developed as required under the Individuals with Disabilities Education Act ("IDEA") providing eligible students with special education and related services that is reasonably calculated to enable the student to make progress appropriate in light of the child's unique circumstances.

"Individual Health Plan" or "IHP" is defined as a health plan focusing specifically on student(s)' medical needs, it may contain physician orders. If the services for a student's medical needs can be performed during the school day for the student to benefit from the education, the medical services may be incorporated into the 504 Plan or IEP.

"Medical Services" services provided by a licensed physician to determine a student's medically related disability that results in the student's need for a 504 Plan or an IEP. These services include determining the health or related services needed for a particular student, developing the plan, changes to the plan, and level of healthcare or professional required.

"Out of School Time and Off-Site School Time Educational Services" is defined as educational services that would be rendered outside of school time, whether that be after the school day or during any breaks in the school year, or any services rendered off-site during school time. These types of requests include school day length field trips, extended field trips surpassing the length of the school day, overnight field trips, weekend field trips, summer and weekend camps, one-day field trips.

"Personnel" means clinical and other school based professionals, behavioral, educational assistance, and instructional employees of Amergis, providing temporary staffing services to Customer under Customer's direction and control pursuant to the terms of this Agreement.

"Placement" is defined to mean where the student receives the school based services listed in the 504 Plan or the IEP.

"Related Services" means transportation and such developmental, corrective, and other supportive school based services as are required to assist a child with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes.

"School Health Services" means health services that are designed to enable a child with a disability to receive FAPE as described in the child's IEP. School health services are services that may be provided by either a qualified school nurse or other qualified person as requested by the Customer.

"Services" means collectively School Health Services, Special Education Services, and/or Related Services provided by Amergis to Customer, as more specifically set forth herein.

"Special Education Services" means specially designed instruction to meet the unique needs of a child with a disability.

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"Supplies" means any and all necessary supplies to be used in administering and/or providing Services to student(s), including, but not limited to personal protective equipment ("PPE").

"Travel-Expense Payment" is an allowance paid to Travel Personnel per day or per diem for lodging, meals, and/or incidental expenses incurred when travelling.

"Travel Personnel" means Personnel providing Assignment Services whose home of record is greater than or equal to fifty (50) miles from the Work Site.

"**Week**", pursuant to Section 6.1, "**Invoicing Week**" means a seven-day period beginning Sunday and ending Saturday. Amergis timekeeping considers all shifts as occurring completely on the day in which the shift begins.

"**Work Site**" means any location Customer assigns Personnel to render Services.

ARTICLE II. TERM

2.1 Term. This Agreement will commence on the Effective Date and will continue for a school calendar year.

2.2 Renewal. This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party's decision not to automatically renew this Agreement

ARTICLE III. NATURE AND SCOPE OF SERVICES

3.1 Scope of Services.

(a) Staffing. Amergis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer's management and supervision at a School Work Site or in an environment controlled by Customer, and as permissible by any applicable scope of practice law(s) or standards of nursing. Amergis will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, as requested in "Attachment A." Services include School Health Services, Related Services, and/or Special Education Services. Amergis will provide Personnel specific to the requirements provided by the Customer, following receipt of the BIP, IEP, IHP or 504 Plan (the "Plan"), as applicable, from the Customer. Amergis will use its best efforts to provide Personnel who meet the qualifications as specified by the Customer and shall perform services in accordance with the terms of this Agreement. Customer shall provide Amergis with the skill level, experience and services to be provided by Personnel to any student(s), and details from the applicable Plan for School Health Services or Related Services, necessary to perform Services hereunder.

(b) Out of School Time and Off-Site School Time Educational Services. Customer may request Personnel to provide Services that would be rendered Out of School Time and Off-Site during School Time. Customer is responsible for overseeing and directing placement for the Out of School Time or Off-Site School Time Service if requested. Customer will provide supplies and resources needed to implement the requested Out of School Time

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and Off-Site School Time Services at its own expense. Customer is responsible for maintaining a safe environment for all Out of School Time and Off-Site School Time Services.

(c) Changes. From time to time, requests for additions, deletions, or revisions to this Agreement or the Statement(s) of Work may be made. The Party that wishes to make a Change shall deliver to the other Party a written request that contains as much detail as is reasonably practicable regarding the nature and scope of the Change and the fees associated with any proposed Change (each such request, a "**Change Request**"). The Parties shall work together to agree on the terms that will govern any Change, provided, however, that no Change shall be implemented until such time as the Parties agree to the applicable Change Request in writing. The Parties will negotiate in good faith to reach agreement on applicable development costs and/or operational fees, if any, that will apply to such Change.

3.2 School Health Services Requirements. Amergis will perform the screening for School Health Services Personnel who meet the criteria as indicated in Attachment "B" hereto.

3.3 Related Services or School Based Services. Amergis will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment "B" hereto.

3.4 Special Education Services. Amergis will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment "B" hereto.

3.5 Amergis as Employer. Amergis acknowledges and agrees that its Personnel are Amergis employees and shall be treated as such and not as employees of Customer. Amergis agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers' compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Personnel whose Services are provided under this Agreement are employees of Amergis.

3.6 Availability of Personnel. The Parties agree that Amergis' duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Amergis to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Amergis is unable to provide the modality of Personnel requested by Customer, Amergis will provide Customer with a higher skilled Personnel. Amergis will bill Customer at that Personnel's fair market value rate for the modality provided.

ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS

4.1 Plan Implementation. Customer is responsible for the Medical Services provided to its students. Customer will provide supervision of Personnel for Services provided to any student with a medical disability. Customer will make available to Amergis and any Personnel the applicable Plan(s), as requested. Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student's disability would allow for safe transport by Customer, and will make all determinations on Placement of Personnel to implement safe transport of both student(s) and Personnel. Customer shall provide all assessments and protocols to Amergis prior to Personnel accompanying a student for

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transport. Amergis reserves the right to deny a transportation request, in the event there is a concern for safety or other circumstances. In the event, Customer determines transport is safe, Customer shall orient Amergis Personnel on the transportation and emergency protocol(s).

4.2 Orientation and Evaluation. Customer will provide Personnel with orientation of Customer's policies, procedures and School Work Site specific training. Customer will provide School Work Site specific emergency protocol training for all student's with a medically related disability. Customer will perform evaluations of Personnel annually and provide documentation of the evaluation to Amergis. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Amergis to provide additional recourses for training and orientation.

4.3 Supplies. Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Services and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

4.4 Float Policy. Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer's requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

4.5 Right to Dismiss. If at any time Customer, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Amergis. Amergis will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Amergis and provide reasonable detail(s) for the dismissal. Customer will provide Amergis with any reports it provides to any governing oversight agency(ies) as a result of Amergis Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation(s).

4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Amergis to conduct the Services that will enable Amergis to safely provide Services to student(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Amergis will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement.

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4.7 Notification of Incidents and Claims. Customer agrees to notify Amergis of any incident involving Amergis Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Amergis documentation of any investigation conducted. Amergis and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

4.8 MaxView. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Amergis reserves the right to utilize MaxView, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via MaxView. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Amergis; notwithstanding this, Customer and Amergis agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

ARTICLE V. HIRING OF PERSONNEL

5.1 Non-Solicitation. To the extent allowed by applicable law, for a period of twelve (12) months following the date on which any Personnel either: (i) interviewed with Customer for purposes of Customer qualifying a candidate or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Customer agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided or introduced by Amergis during the term of this Agreement. Customer understands and agrees that Amergis is not an employment agency and that Personnel are assigned to the Customer to render temporary service(s) and are not assigned to become employed by the Customer. Customer further acknowledges and agrees that there is a substantial investment in business related costs incurred by Amergis in recruiting, onboarding, training, and employing Personnel, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, or any Customer affiliate, subsidiary, department, division, School Work Site, or any other agent of Customer or agent acting on behalf of Customer solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

5.2 Conversion Fee. To the extent allowed by applicable law, with advanced written notice of thirty (30) business days, Customer may hire or contract with any Amergis Personnel provided by Amergis once each Personnel has completed a minimum number of hours of work for Customer through Amergis, according to the Conversion Table below:

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Aggregate Hours Worked By Amergis Personnel for Customer in a Twelve (12) Month Period	Conversion Fee
Prior to completing 350 hours	25 % of annualized starting salary
After Completion of 350 hours	20 % of annualized starting salary
After Completion of 700 hours	15 % of annualized starting salary
After Completion of 900 hours	10 % of annualized starting salary
After Completion of 1040 hours	5 % of annualized starting salary

5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel but does not notify Amergis, the Placement Fee that applies is the lesser of 150% of the amount set forth above or the highest amount allowed by applicable law.

5.4 Compliance with Staffing Laws. Amergis and Customer acknowledge that certain states have enacted, and in the future may enact, laws, rules and regulations governing Amergis, Customer and/or the Services contemplated by this Agreement (collectively, "State Staffing Laws"). Accordingly, the terms of the Agreement are hereby amended to the extent necessary to comply with applicable State Staffing Laws and any terms contrary to such State Staffing Laws are deemed void and unenforceable. If Customer has Worksites located in multiple states, the laws of the state in which that Worksite resides shall determine whether any State Staffing Law applies to such Worksite.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

6.1 Invoicing. Amergis will supply Personnel under this Agreement at the rate(s) listed in the Statement of Work or Assignment Confirmations for this Agreement. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application.

Invoicing E-mail:
Invoicing Contact:
Invoicing Address:

6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Amergis' preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. Amergis reserves the right to accept or deny payment via credit card on a case-by case basis. Customer will be responsible for an additional surcharge of the lesser of 4% or the maximum amount allowed under applicable law for administrative/processing fee on all accepted payments made via credit card. If any portion of an amount billed by Amergis under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Amergis of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date

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of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

6.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

6.4 Annual Rate Increases. Customer agrees to and accepts annual rate increases at the percentage listed on "Attachment A" of this Agreement.

6.5 Customer Bankruptcy or Insolvency. Customer agrees that in the event Customer files bankruptcy, (i) to the extent Amergis pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Amergis prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Amergis has a claim against Customer in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Customer are released.

6.6 Assurances. In the event Amergis in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Amergis may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Amergis may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer agrees to provide the requested prepayment deposit within five (5) days. In the event that Amergis applies the prepayment deposit in accordance with this Section at such time that concern about Customer's impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

6.7 Transaction Taxes. Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Amergis. If Customer provides Amergis with a valid tax exemption certificate in accordance with local laws covering the Services provided by Amergis, Amergis will not collect Transaction Taxes.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

7.1 Independent Legal Entities. Amergis and Customer are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither Amergis nor Customer nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

7.2 Use of Contractors. Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC in accordance with Article IX hereof; or (ii) in the event Customer

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makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement. Amergis will ensure that any Contractor Personnel provided to Customer by a Contractor will comply with the Personnel Requirements set forth in Section 3.2 and timely perform Services under this Agreement.

7.3 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Amergis or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. TRAVEL DELIVERY AND ADDITIONAL OFFERINGS

8.1 Travel Delivery Services. In addition to the Services outlined herein and any applicable Statement of Work, Amergis can provide travel delivery services through its national delivery hubs.

8.2 Travel Personnel Coordination. Amergis will be solely responsible for coordinating Travel Personnel's travel assignments to Customer including housing, payroll, and related functions. Amergis reserves the right to cancel the term of Travel Personnel with written notification to Customer. Amergis will endeavor to provide a qualified replacement for cancelled Travel Personnel within fourteen (14) days from the date of notification.

8.3 Travel Personnel Expense Reimbursement. The rates paid to Amergis by Customer for Travel Personnel include amounts to reimburse Amergis for Travel-Expense Payments Amergis makes to Travel Personnel. Amergis will provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

8.4 Per Diem Personnel. Customer will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by Customer to Amergis at the time of the initial call.

(a) Per Diem Personnel Short-notice Requests. Amergis will bill Customer for the entire shift if an order for Per Diem Personnel is made less than two (2) hours prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

(b) Per Diem Personnel Order Cancellation. If Customer changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, Amergis will bill Customer for two (2) hours at the established fee for each scheduled Per Diem Personnel. Amergis will be responsible for contacting Per Diem Personnel prior to reporting time.

ARTICLE IX. ASSIGNMENT OR SUBCONTRACTING

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9.1 Assignment or Subcontracting. Amergis can assign or subcontract this Agreement with written notice to Customer. Should Customer request Locum Tenens providers from Amergis, the Parties shall enter into a separate Agreement, Statement of Work for Locum Tenens coverage, or Assignment Confirmation to define the scope and duration of Contractor Assignments.

(a) Sunburst. The Parties may agree to utilize Amergis' in-house workforce solution, Sunburst, by mutual written agreement ("MSP Opt-In"), after which Attachment "C" shall take effect and govern the scope of work for the managed service provider offering ("MSP"). For the purpose of this Section, email correspondence between the Parties indicating mutual intent to utilize Sunburst shall be sufficient to effectuate the MSP Opt-In. In absence of such MSP Opt-In, Attachment "C" shall not take effect.

(b) Locum Tenens division. Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC ("Locum Tenens division"); or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement.

ARTICLE X. INSURANCE

10.1 Amergis Insurance. Amergis will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, covering temporary staffing Services provided by Personnel. Amergis will provide a certificate of insurance evidencing such coverage upon written request by Customer.

10.2 Customer Insurance. Customer will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 annual aggregate. Customer will give Amergis prompt written notice of any material change in Customer coverage. Customer shall name Amergis as an additional insured on its general liability policy.

ARTICLE XI. INDEMNIFICATION

11.1 Indemnification by Amergis. Amergis agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Amergis' employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any breach by Amergis of Section 3.2 or Section 3.3.

11.2 Indemnification by Customer – Customer agrees, at its own expense, to indemnify, defend, and hold harmless Amergis and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and

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all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.

11.3 Indemnification Procedures – The Party seeking indemnification under this Article XI (the "**Indemnified Party**") shall notify the other Party (the "**Indemnifying Party**") promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.

ARTICLE XII. LIMITATION OF LIABILITY

12.1 Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Cap on Damages. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO AMERGIS BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.

ARTICLE XIII. DISPUTE RESOLUTION

13.1 Dispute Resolution. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

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13.2 Dispute Resolution Process. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

13.3 Inability to Resolve. If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA

14.1 Confidentiality.

(a) **Amergis/Customer Information**. The Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information, which may be considered confidential or trade secret information (collectively "Information") such that a Party may derive independent economic value, actual or potential, from the Information not being generally known to the public or to other persons or entities, which are not a party to this Agreement. This Information may include, without limitation, information with respect to the Party's customers, vendors, cost structure, and/or business strategy, or business methods at any time used, developed, or disclosed by the Party. Each of the Parties agree that neither it, nor its staff shall, at any time either during or subsequent to the termination of this Agreement, disclose the Information to others, use, copy, or permit the Information to be copied, except pursuant to duties for or on behalf of the other Party as defined within this Agreement. A Party may disclose the Information pursuant to a governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar request, provided that the other Party promptly notifies the non-disclosing Party, in writing of such request or demand for disclosure, and no later than within forty-eight (48) hours of receipt of such request, so that the non-disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Information.

(b) **Disclosure of Amergis/Customer Partnership**. From time to time, Amergis lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Amergis may disclose the partnership between Amergis and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Amergis /Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.

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(c) Student Information. In the event that Amergis receives student information, which may include student financial or medical information (collectively "Student Information"), Amergis shall not disclose any Student Information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Amergis, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Amergis may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If Amergis is provided access to students' records, Amergis shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Amergis shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Amergis reserves the right to retain any Student Education Records for the length of time necessary to meet Amergis' contractual and legal commitments.

14.2 Data Security. Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and protect the security of all Customer computer systems, networks, and/or data related to the Services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Amergis or Amergis Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Amergis with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Amergis, its directors, officers, shareholders, employees, and agents from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent handling of PII or PHI, including the unauthorized use, access, or disclosure by Customer, its employees, agents, and subcontractors.

14.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Amergis will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism, such data does not contain student data or identifying student information. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Amergis shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Amergis, Amergis Personnel, and Contractors affiliated with Amergis under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Amergis customers, so as to be non-specific to any individual Customer.

14.4 Survival. All obligations set forth in this Article XIV shall survive the termination of this Agreement.

ARTICLE XV. TERMINATION

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15.1. Termination for Convenience. Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

15.2. Termination for Cause. If payment default occurs, Amergis may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

15.3 Post Termination Obligations. Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE XVI. GENERAL TERMS

16.1 Non-discrimination. Neither Amergis nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

16.2 Compliance with Laws. Amergis agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified, Amergis reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

16.3 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

16.4 Assignment of Agreement. Customer may not assign this Agreement without the prior written consent of Amergis, and such consent will not be unreasonably withheld. Amergis may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Amergis, and/or (iii) a name change by Amergis.

16.5 Attorneys' Fees. In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for Services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs, and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

16.6 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

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Amergis Healthcare Staffing

Voices College Bound Language Academy 14271 Story Rd, San Jose California 95127	Amergis Healthcare Staffing, Inc. 7223 Lee DeForest Drive Columbia, MD 21046 ATTN: Contracts Department Email copy to: contracts@amergis.com
ATTN: Ann-Marie Cobarrubias	COPY TO: Amergis Healthcare Staffing, Inc. 2870 Zanker Rd. , Ste 220, San Jose, CA, 95134, United States of America ATTN: Brian Calderon

16.7 Headings. The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

16.8 Merger. This Agreement constitutes the entire contract between Customer and Amergis regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

16.9 Amendment. No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1(a), Section 16.2, and Attachment(s).

16.10 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful, and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

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Customer and Amergis have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the Effective Date set forth above.

VOICES COLLEGE BOUND LANGUAGE ACADEMY	AMERGIS HEALTHCARE STAFFING, INC.:
Signature of Authorized Representative	Signature of Authorized Representative
Printed Name	Printed Name
Title	Title
Date	Date

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STATEMENT OF WORK
ATTACHMENT "A"

1. **Scope of Services.** Amergis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer's management and supervision at a Work Site or in an environment controlled by Customer. Upon Customer's request for supplemental personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.

2. **Length of Assignment**. Personnel will be assigned to the Customer specified Work Site(s) exclusively for at least 90 days or 13 weeks. If Per Diem Personnel are requested, Customer and Amergis will use commercially reasonable efforts to document the length of the assignment(s) in a Customer Assignment Confirmation.

3. **Personnel Requirements and Screening.** Amergis will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment "B". Amergis will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.

4. **Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing. If Customer requests a face-to-face interview for Travel Personnel, Amergis will bill Customer for cost of travel, lodging, and reasonable per diem expenses.

5. **Bill Rates.** Bill Rates are agreed to between the Customer and Amergis for the following positions. If Customer and Amergis execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the timeframe indicated.

*The Travel Bill Rate (per hour) includes reimbursement by Customer for Travel-Expense Payments Amergis makes to Travel Personnel.

6. **Out of School Time and Off-Site School Time Educational Services**. Rates charged for educational services rendered outside of school time or off-site during school time will be in accordance with the local and/or state regulatory wage laws. Overtime Rates are also charged for all hours worked in excess according to applicable state law.

7. **Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, Bill Rates for all modalities listed above will be increased by three percent (3%) of Bill Rate(s).

8. **Weekend Rates.** Customer and Amergis may agree in individual Assignment Confirmations to Weekend Rates that differ from the Bill Rate. As applicable, Weekend Rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

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9. **Orientation.** Bill Rate(s) will be billed for all time spent in required Customer orientation.

10. **Overtime.** Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Bill Rate for such hours, unless applicable state law requires a different multiplier.

11. **Holidays.** Holiday Rates will apply to all hours worked in the time period beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday Rate is a one and one-half times (1.5x) multiplier of the Bill Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

12. **Work Site.** This Statement of Work and underlying Agreement shall apply to the following Work Site(s) or Customer locations:

13. **Invoicing.** Amergis will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for individual Work Sites is set forth below:

14. **Changes.** Pursuant to Section 3.2 of the Agreement, the Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s), or Change Request.

15. **On Call.** Hours for Personnel that are placed on call will be invoiced to Customer at the "On-Call Hourly Rate" as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.

16. **Construction.** Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Amendment to the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.

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ATTACHMENT "B"
PRE-ASSIGNMENT SCREENING

a. **School Health Services, Related Services, and Special Education Personnel Requirements**. Amergis will supply Customer with School Health Services, Related Services and Special Education Services Personnel requested in Attachment "A" who meet the following criteria, if the role involves the provision of health and mental health services. These roles include, but are not limited to: RN Certified Nurse, RN, LVN/LPN, BCBA, Behavior Tech, Occupational Therapist, Occupational Therapy Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Amergis will:

- **a.** Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
- **b.** Verify current license, registration, or certification for the Services to be provided, if applicable to role;
- **c.** Verify skills checklist of competencies for the position and exam;
- **d.** Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, in accordance with state regulations;
- **e.** Verify relevant professional and specialty experience, as requested by Customer;
- **f.** Confirm Personnel are authorized to work;
- **g.** Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.

b. **Education Personnel Requirements**. Amergis will supply Customer with requested school based professional Personnel as detailed in the Statement of Work performing school based services who meet the following criteria. These roles include but are not limited to the following: Special Education Teacher, Social Worker, School Counselor, Sign Language Interpreter, Admin Teacher Orientation and Mobility, Behavioral Classroom Aide (WA), Speech Language Pathologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Amergis will:

- **a.** Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
- **b.** Receive proof of previous employment;
- **c.** Verify, license, certification or certification, if applicable to the role;
- **d.** Verify relevant professional and specialty expertise as requested by Customer;
- **e.** Confirm Personnel are authorized to work;
- **f.** Perform federal exclusion checks including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.

c. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening, which may include fingerprinting, for Amergis Personnel, Customer shall provide Amergis with a copy of

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Amergis Healthcare Staffing

the results and/or report, or the "Clear" or "Not Clear" status. Providing first day instructions for Amergis Personnel following Customer required background screening will constitute a "Clear" status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.

Attachment "C"
Workforce Solution Addendum

This Workforce Solution Addendum ("Addendum") takes effect as of the date of the MSP Opt-In, as described in the Education Master Services Agreement ("Agreement") between Customer and Amergis, the terms of which are expressly incorporated herein.

a. **Scope of Services.** Customer wishes to utilize Amergis Healthcare Staffing, Inc.'s workforce solution, Sunburst ("MSP"), to centralize and consolidate the management services of its temporary school-based professionals ("Contract Workers"). Customer agrees that all providers of temporary staffing services ("Staffing Suppliers") inquiring to provide healthcare-related, school-based staffing services ("Staffing Services") to Customer will be overseen by MSP. Customer shall notify incumbent Staffing Suppliers 1) to work with MSP to obtain necessary program information and onboarding documentation from MSP; and 2) that all communication regarding day-to-day activity and will be conducted between MSP and Customer. MSP will establish a program management team consisting of MSP personnel to be Customer's central point for all matters relating to Customer's staffing needs.

b. **MSP Services.** The MSP Services provided by MSP to Customer will generally consist of:

1. Identifying strategic Staffing Suppliers for Customer's educational, healthcare and administrative staffing needs;
2. Contracting with Staffing Suppliers;
3. Providing a web-based application software program ("System") to automate the process by which Contract Workers are requisitioned from Staffing Suppliers;
4. Onboarding Contract Workers and providing assignment details;
5. Coordinating with Customer regarding Staffing Suppliers;
6. Verifying each Staffing Supplier has uploaded onboarding documentation;
7. Maintaining accurate and complete statuses; and
8. Validating submission of electronic timecards.

c. **Purchasing Agent.** MSP will act as Customer's purchasing agent. As Customer's purchasing agent, MSP will enter into Staffing Supplier Agreements with Staffing Suppliers to Provide to Staffing Services to Customer under terms that are substantially the same as those in the Education Master Services Agreement.

d. **Onboarding and Orientation.** MSP will participate in a review of all Staffing Supplier work progress and satisfaction of any onboarding and orientation requirements set forth in the Education Master Services Agreement, which may be updated/modified by Customer in the System.

e. **Rates.** Charges will be based on a Customer approved hourly bill rate at the time an order for Contract Worker(s)

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is posted via the System. Bill rates are subject to change at time of order posting based on Customer Approval. Customer and MSP reserve the right to add additional modalities/positions if needed and agreed upon. All orders for Contract Workers will be submitted through the System.

f. **Incident Reporting.** Customer agrees to notify MSP of any incident involving Contract Workers within forty-eight (48) hours of its occurrence. Customer agrees to provide MSP with documentation of any investigation conducted related to Contract Workers and/or the Staffing Services.

g. **Consolidated Invoices.** All Staffing Supplier invoices are consolidated as a part the MSP Services. MSP will issue consolidated invoices to Customer on a weekly basis (or on a less frequent basis if requested by Customer). Customer will remit payment for uncontested invoices in a timeframe consistent with the Education Master Services Agreement.

h. **Taxes.** Bill Rates do not include any applicable Transaction Taxes. Customer is responsible for any applicable Transaction Taxes and, if applicable, shall pay or reimburse MSP for Transaction Taxes as a result of, relating to, or in connection with this Addendum (including with respect to Transaction Taxes required to be forwarded by MSP to Staffing Suppliers in connection with their provision of Staffing Services). If Customer provides MSP with a tax exemption certificate in accordance with local laws that covers the MSP Services provided by MSP, MSP will not collect Transaction Taxes if the tax exemption certificate is valid. The rates paid to Suppliers for Travel Personnel include amounts to reimburse Suppliers for Travel-Expense Payments made to Travel Personnel. Suppliers shall provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

i. **MSP Fee.** MSP will provide MSP Services at no direct cost to Customer. MSP's administrative fee for MSP Services will be funded by participating Staffing Suppliers.

j. **Aggregate Statistical Usage.** Customer acknowledges and agrees that MSP will collect data related to the performance of the Staffing Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Customer acknowledges and agrees that MSP shall have the perpetual right to use and disclose the data collected relating to the Services, in any manner, as long as any data collected is done on an aggregate basis, with Customer's data aggregated so as to be non-specific to Customer or including any personally identifiable information of an individual.

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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

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: Amergis

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 Amergis (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

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

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

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and

supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of

this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

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

19. CONFLICTS OF INTEREST

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

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

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

25. CALENDARS

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

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

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

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

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

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements.

CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

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

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

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

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

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

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

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

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

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

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

42. STATE MEAL MANDATE

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

43. MONITORING

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

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

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

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

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

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

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).
CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.
CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

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

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

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

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such

written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

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

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10^{th}) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

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

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

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

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

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Amergis	Voices Academies
Nonpublic School/Agency	**LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
_____ **Name and Title of Authorized Representative**	_____ **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Name and Title	**Name and Title**
Nonpublic School/Agency/Related Service Provider	**LEA**
Address	**Address**
City **State** **Zip**	**City** **State** **Zip**
Phone **Fax**	**Phone** **Fax**
Email	**Email**

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Amergis
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)		
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)

EXHIBIT A: RATES

Service	Rate (per hour)
Board Certified Behavior Analys	$130
Behavior Technicians	$48-52 (dependen on volume
Health Aides	$52
Registered Behavior Technicians	$52-$55
School Psychologist	$130-$140
Special Education Teacher	$95-$110
Credentialed RN	$140-$150
RN	$105
LVN	$70-$75
Physical Therapist	$120
Occupational Therapist	$120
Speech & Language Pathologis	$135-$145
Marriage & Family Therapist	$120
PTA/SLPA/COTA	$95
Audiologist	$120
Deaf & Hard of Hearing Teache	$120
Social Worker	$95-$125
APE Teacher	$100

AGREEMENT BETWEEN
VOICES COLLEGE BOUND LANGUAGE ACADEMIES AND HOPSKIPDRIVE

This Agreement is made between the Voices College Bound Language Academies ("Voices" or the "School"), a California non-profit corporation with its principal place of business at 6840 Via Del Oro, Suite 160 San Jose, CA 95119, and HopSkipDrive ("Independent Contractor").

It is the desire of Voices to engage the services of 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. As described in Attachment A,

SECTION 2. PAYMENT. In consideration for the services to be performed by Independent Contractor, Voices agrees to pay Independent Contractor at the rates listed in Attachment E.

SECTION 3. EXPENSES. Independent Contractor shall be responsible for all expenses incurred while performing services under this Agreement. However, Voices shall reimburse Independent Contractor for all reasonable and approved out-of-pocket expenses 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 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**;
- Proof of insurance as it relates to the services provided under **Attachment A** including an executed Certificate Regarding Workers Compensation in substantially the form attached as **Attachment C** hereto; and
- Meet all requirements as required of SB 88 **Attachment D**
- Proof of
- W-9.

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 shall help prepare any documents Voices considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to Voices. 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, Independent Contractor shall return all records, files, contacts and other proprietary information of Voices 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; (d) material breach of any term or condition of this Agreement; or (e) revocation or nonrenewal of the Voices charter.

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 to the extent the provision of Independent Contractor's services are consistent with the responsibilities set forth herein at **Attachment A** as dictated by Voices.

(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 Contractor or Independent Contractor's employees or subcontractors shall perform the services required by this Agreement; Voices shall not hire, supervise or pay any assistants to help Independent Contractor.

(e) Neither Independent Contractor nor Independent Contractor's employees or subcontractors shall receive any training from Voices in the skills necessary to perform the services required by this Agreement.

(f) Voices shall not require Independent Contractor or Independent Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.

(g) Neither Independent Contractor nor Independent Contractor's employees or subcontractors are 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 or Independent Contractor's employees. 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. Prior to the commencement of services, Contractor shall furnish the School with an executed Certificate Regarding Workers Compensation in substantially the form attached as **Attachment C** hereto.

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 and/or used by Voices in connection with the operation of its business including, without limitation, Voicess business and product processes, methods, pupil/personnel record information, accounts and procedures. All information regarding students of Voices will remain confidential to Independent Contractor unless a separate, specific, properly executed consent (including permission from Voicess student and his or her parent) for the release of information is obtained prior to such release. Any information regarding student(s) received by Voicess personnel or Independent Contractor providing services pursuant to this 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 Alameda 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 Alameda 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. However, Independent Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Independent Contractor or Independent Contractor's employees or agents while on Voices premises to the extent such actions or omissions were not caused by Voices. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

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 Voices are due to willful misconduct or gross negligence. Independent Contractor shall hold Voices free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered by Independent Contractor pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of Voices and Voices is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

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.

If to Independent Contractor:	If to Voices:
[NAME]	Attn: Ellyn Magana
[ADDRESS]	6840 Via Del Oro, Suite 160
[EMAIL]	San Jose, CA 95119
[PHONE NUMBER]	[EMAIL]
	[PHONE NUMBER]

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:

Independent Contractor:	**On Behalf of Voices:**
_____	_____
[NAME]	Ellyn Magaña
[COMPANY]	Title: Chief Innovation and Strategy Officer
Taxpayer ID Number: _____	Date: _____
Date: _____	

Attachment A

Scope of Services

A. Provide transportation services in accordance with student Individualized Education Plans.
B. Adhere to parameters set forth in independent student agreements (ISAs.)
C. Contractor will work in partnership with the district to coordinate transportation services.

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 College Bound Language Academies ("Voices") and HopSkipDrive ("Independent Contractor").

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

☐ A. 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 Voices 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), a sex 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.

☐ B. 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.

☐ C. The Independent Contractor hereby certifies to Voices that it has required and verified that all of the Independent Contractor's employees whose assignment at Voices requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605(*l*).

List below, or attach, the <u>name and other information for each vendor employee</u> for whom the Independent Contractor has successfully completed the requisite fingerprinting and criminal background check, TB risk assessment/clearance, and credential verification (if applicable), in accordance with the provisions above.

Name of Employee	Date of Criminal Background Clearance Determination	TB Expiration Date	Credential(s) Type and Expiration Date(s)

John Example	*07/23/2014*	*07/23/2018*	*MSTC 07/01/2018*

WAIVER JUSTIFICATION:

- The Independent Contractor and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s):

    - The Independent Contractor and its employees will have NO CONTACT with pupils. (No school-site Services will be provided.)

    - The Independent Contractor and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds; proximity of work area to pupil areas; whether the Independent Contractor's employees will be working by themselves or with others, and, if so, with whom; and any other factors that substantiate limited contact.)

    - The Independent Contractor, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the Independent Contractor may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods:

    Check all methods to be used:

        - Installation of a physical barrier at the worksite to limit contact with students.

        - Continual supervision and monitoring of all employees of the Independent Contractor by an employee of the Independent Contractor who has not been convicted of a serious or violent felony, a sex or controlled substance offense, or a crime involving moral turpitude as ascertained by the DOJ.

        - Surveillance of employees of the VENDOR by school personnel

    The Services provided by the Independent Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable.

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Independent Contractor's sole responsibility to maintain, update, and provide Voices with current and complete information along with the employee list, throughout the duration of Services provided by Independent Contractor.

Authorized Vendor Signature | Printed Name | Title | Date

Attachment C

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor: _____

Signature: _____

Date: _____

ATTACHMENT D

LEAs that contract with private entities must obtain written attestation that they are compliant with the requirements of SB 88, including the following:

- Provider does not have any applicable violations of law at the time of contracting with the LEA
- Provider will maintain compliance with applicable laws for the duration of the contract
- Provider will ensure that only drivers who meet the safety requirements will be transporting students
- Provider has all required reports and documents on file

The Contractor verifies that all drivers meet the following requirements:

- Possess a valid California driver's license for the class of vehicle being used
- Pass a criminal background check
- Have a satisfactory driving record, including having no convictions of any statutes listed Vehicle Code Section 13370
- Have exhibited "irrational behavior" (not specifically defined in the statute) that may indicate the driver's ability to perform their duties may be impaired
- Provide a report showing current public driving record
- Be subject to drug and alcohol testing consistent with cannabis discrimination limitations
- Complete a medical examination
- Submit a clear tuberculosis risk assessment
- Have completed first aid training
- Have not driven more than 19 hours within a work period
- Undergo training
- Maintain a daily log sheet and complete the daily pre-trip inspection of the vehicle being driven that day
- Ensure vehicle maintenance similar to that required of school bus drivers.

The Contractor verifies the following related to all vehicles transporting students:

- Equipped with a first aid kid and fire extinguisher
- Inspected every 12 months (or every 50,000 miles) at a facility licensed by the Bureau of
- Automotive Repair to ensure that the vehicle passes a 19-point vehicle inspection.

Contractor: _____

Signature: _____

Date: _____

ATTACHMENT E

Rates

Miles	Price per Ride
2 miles	$53.50
5 miles	$61.75
8 miles	$70.00
12 miles	$81.00
15 miles	$89.25

***$48 fee per trip/car + $2.50/mile (4 passengers max per car) $70 Minimum**
***10 cent TNC tax will be applied to each ride**

Quote:

Carpool	Miles	Price – One Way Trip	Price – Round Trip
Carpool #1	14.3	$83.75	$167.50
		Total:	**$168**

Voices Character Based Leadership Coaching, Training & Implementation Support

CharacterPlus: Dr Julie Sperry

2025–2026 School Year Proposal

Three 1-Week Visits (15 Days Total)

Component	Cost
On-Site Facilitation (3 weeks @ $9,280/week)	$27,840.00
Travel Expenses (3 trips @ $2,750/trip)	$8,250.00
Subtotal (On-Site Only)	**$36,090.00**
Add on Virtual Coaching (see breakdown below)	$18,720.00
Total with Virtual Coaching	**$54,810.00**

Dates selected: Sept 22-26, 2025; January 5-9, 2026; May 4-8, 2026

$120/hour for 8 Months

Details	Monthly Total	Annual Total
13 Leaders × 1.5 hrs/month = 19.5 hrs/month (SLT, 5 Principals, 3 Directors) *(this is for the 8 months that Julie does not visit in person)*	$2340.00	$18,720.00

Pacific Clinics
School-Based Intervention Teams

School Based Intervention Team (SBIT)
Voices Language Bound Academies

Tiered Intervention Services
2025-2026 School Year

Context

Pacific Clinics proposes to continue to provide Tiered Intervention Services to Voices Language Bound Academies (Voices) for the 2025-26 academic year. These services are designed to meet a range of needs for students, educators, and family/community needs. Services include direct student support (e.g., 1:1, groups), service plan development, caregiver coaching, teacher consultation, workshops, and case management/linkage. These services aim to create a comprehensive support network that not only addresses the immediate needs of students but also empowers educators and families to contribute to a nurturing environment. Emphasis will be placed on fostering resilience, emotional well-being, and academic success through tailored interventions.

Additionally, Pacific Clinics will facilitate professional development opportunities for school staff, equipping them with the skills and knowledge to effectively support students facing challenges. Community outreach and workshops will be organized to engage and educate families, enhancing their understanding and ability to support their children's mental health needs. By integrating these services into the school ecosystem, Pacific Clinics seeks to build a collaborative and supportive framework that promotes the overall well-being and development of all students within the Voices Language Bound Academies.

A variety of mental health concerns will be addressed through these services, encompassing absenteeism, social isolation, substance use, autism spectrum disorder (ASD), attention deficit hyperactivity disorder (ADHD), anxiety, and depression. Services will be accessible throughout the academic year, including breaks, to ensure continuity of care. Adjustments to these services can be made in accordance with the district's specific needs or preferences. Below is further information regarding the services that Pacific Clinics is prepared to offer for the 2025-26 school year.

Statewide Multi-Payer Fee School-Linked Schedule: Pacific Clinics can offer specialized support and consultation with navigation, design, and implementation related to participation in the CYBHI fee schedule released by the DHCS. This can include, but not limited to:

- Workflow design for service identification in alignment with CPT bill codes
- Collaboration on Electronic Health Record (EHR) utilization
- Documentation review and consultation on set up
- Maximation of staff time cross walked with reimbursement pathways
- Direct billing into the fee schedule with Pacific Clinics staff on behalf of services rendered at the school

Enhanced Care Management (ECM): Pacific Clinics can offer ECM services to the students and families with navigating the health care system.

- ECM is a Medi-Cal benefit that provides intensive, on-the-ground services to Medi-Cal members with the most intense needs.
- ECM members will be assigned a care team that will help manage and coordinate care.

Direct access to Pacific Clinics Continuum of Care: Pacific Clinics has a robust continuum of care, from prevention to mobile crisis services. Services offered include, but are not limited to:

- Outpatient Services, including medication management.
- First Five referrals and access to Family Resources Centers (FRC) for parents of young children
- Health Plan Services like Care Coordination and Housing Resources – for Medi-Cal Students
- Access for all Students to Pacific Clinics Drop- In Center, with access to recovery support.
- Coordination for Mobile Crisis Response Services

Pacific Clinics®
School-Based Intervention Teams

Cost Proposal

Dedicated Intervention Team

- 1 FTE Certified Wellness Coach/Behavior Intervention
- .25 FTE Supervision Clinical Risk Management

Plus at no cost:

- .50 FTE Enhance Care Management
- .12 FTE Consultation and Implementation Support for Multi-Payer Fee Schedule

Contract Service Fee Schedule

Service Period: 2025/2026 School Year August 2025, - June, 2026

Staffing	Staff	Rate ($/Week)	Weeks	Dollars
Certified Wellness Coach/Behavior Intervention	1.00	$4,150	36	$149,400
Supervision Clinical Risk Management	0.25	$7,350	36	$66,150
Enhanced Care Management (ECM)	0.50	$4,150	36	$74,700 (No Cost)
Consultation and Implementation Support Multi-Payer Fee Schedule	0.12	$8,500	36	$38,250 (No Cost)
			Total 25/26 SY	**$215,550**
			Flagship	$4,790
			Morgan Hill	$4,790
			Mount Pleasant	$4,790
			Stockton	$4,790
			West Contra Costa	$4,790
			Monthly Total	$23,950
Fixed Monthly Bill Amount: Per Site for 5 Sites 9 Months: September 2025-May 2026				
Billing Method: Monthly Flat Rate **Payment Term:** Net 30				

Coversheet

Contract Ratification

Section:	II. Board Business: Consent Items
Item:	C. Contract Ratification
Purpose:	Vote
Submitted by:	
Related Material:	Schoolytics.pdf Presence_Learning.pdf

CONFIDENTIAL

SCHOOLYTICS

CUSTOMER AGREEMENT

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

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

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

SCHOOLYTICS

By: _____

Name: Aaron Wertman

Title: CEO

Date: 2/24/25

CUSTOMER: Voices College-Bound Language Academies

By: Ellyn Magaña

Name: Ellyn Magaña

Title: Chief Innovation and Strategy Officer

Date: July 24, 2025

SCHOOLYTICS SERVICES TERMS AND CONDITIONS

1. Definitions.

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

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

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

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

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

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

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

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

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

2. Access and Use.

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

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

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

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

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

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

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

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

3. Customer Responsibilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Limited Warranties and Warranty Disclaimer.

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

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

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

10. Indemnification.

10.1 Schoolytics Indemnification.

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

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

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

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

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

12. Term and Termination.

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

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

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

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

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

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

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

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

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

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

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

16. Governing Law and Jurisdiction.

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

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

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

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

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Appendix 1

Student Data Protection Addendum

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

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

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

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

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

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

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

2. Data Ownership and Authorized Access.

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

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

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

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

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

3. Duties of School.

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

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

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

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

4. Duties of Schoolytics.

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

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

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

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

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

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

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

5. Data Security and Data Breach.

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

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

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

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

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6. Miscellaneous.

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

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

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

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

Service Order

PRESENTED TO

Ellyn Magana

Chief Innovation and Strategy Officer

Voices College-Bound Language Academy - CA

ISSUE DATE

7/15/2025

BY

Kim Bolz-Andolshek

VP of Customer Success

kim.bolz-andolshek@presence.com

Presence

Service Order Summary

This Service Order (the "Service Order") is incorporated and made part of the Master Services Agreement (the "MSA") between PresenceLearning, Inc. ("Presence") and Voices College-Bound Language Academy - CA. Capitalized terms not defined in this Service Order shall have the meanings set forth in the MSA. In the event of a conflict between this Service Order and the MSA, unless specifically referenced herein, the MSA shall govern.

SERVICE ORDER TERM

7/1/2025 - 6/30/2026

	ANNUAL EST
Weekly Dedicated Services	**$354,096.00**
Weekly Hours: 88 Weekly Subtotal: $9,836 Weeks of Service: 36 Dedicated Services Period: 8/18/2025-6/12/2026	
Minimum Assessment Commitments	**$8,760.00**
Estimated Total Program Implementation Fee*	**$18,200.00**
Estimated Annual Clinical Services Coordination Fee**	**$15,934.32**
Total Estimated Cost	**ANNUAL $396,990.32**

**Smart Start and Implementation Fee are one-time fees, billed upon the Service Order Execution Date.*
***Facilitator Services and Service Coordination Fee are billed monthly beginning in the first month in which Services are rendered.*

Presence

Service Order Details

SERVICE ORDER TERM

7/1/2025 - 6/30/2026

Dedicated Services Summary

Clinical Services	Rate	Hours	Total
Speech-language therapy	$97.00	23.00	$2,231.00
Speech-language therapy Bilingual	$117.00	65.00	$7,605.00
Weekly total of Clinical Services		88.00	$9,836.00
Weeks			36.00

Estimated Dedicated Services Costs (annual) $354,096.00

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Presence

Service Order Details

SERVICE ORDER TERM

7/1/2025 - 6/30/2026

Flexible hourly rates with Dedicated Services

Services provided in addition to, or in excess of, any Weekly Dedicated Hours shall be invoiced at the applicable hourly rate(s) set forth in this Service Order.

Clinical Services	Per hour
Speech-language therapy	$114.50
Speech-language therapy Bilingual	$137.50

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Presence

Service Order Details

SERVICE ORDER TERM

7/1/2025 - 6/30/2026

Minimum Assessment Commitments

Clinical Services	Estimated Total	Minimum Commitment
Speech-language therapy	10	$4,380.00
Bilingual SLP assessments	10	$4,380.00
Minimum Assessment Commitment Cost		**$8,760.00**

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Assessment Components

	Per Service
SLP Assessments Bundle	
Screening by SLP	$82.00
Bilingual Screening by SLP	$144.00
Evaluation Coordination and Results Summary by SLP	$299.00
Evaluation Coordination and Results Summary by Bilingual SLP	$340.00
Review of Records by SLP	$144.00
Additional Assessment by SLP	$82.00
Articulation Standard Assessment by SLP	$124.00
Auditory Processing Assessment by SLP	$144.00
Early Childhood Language Assessment by SLP	$196.00
Fluency Standard Assessment by SLP	$175.00
Language Standard Assessment by SLP	$247.00
Pragmatic Language Standard Assessment by SLP	$144.00
Phonological Process Analysis by SLP	$72.00
Phonological Processing Assessment by SLP	$124.00
Supplemental Language Screener by SLP	$72.00
Spanish Language Standard Assessment by SLP	$247.00
Spanish Language Select Subtests by SLP	$103.00
Spanish Auditory Processing Select Subtests by SLP	$144.00
Additional Bilingual Assessment by SLP	$103.00
Spanish Articulation Measures (SAM) by SLP	$103.00
Spanish Articulation Standard Assessment by SLP	$113.00
Extended Coordination by SLP	$72.00
Language Difference vs. Disorder Analysis by SLP	$113.00
Unplanned Student Absence SLP	$54.00
Parent Interview by SLP	$72.00
Teacher Interview by SLP	$72.00
Student Interview by SLP	$72.00
Results Meeting by SLP	$144.00
Bilingual Evaluation: Special Considerations	$41.00
Desired Results Development Profile Component-DRDP (CA only)	$144.00
Rating Scale Assessment by SLP	$144.00
AAC Evaluation: Special Considerations	$41.00
AAC: Device analysis	$72.00
AAC: Device trial	$41.00
AAC: Feature matching trials	$41.00
Speech-Language Sample by SLP	$144.00
Observation by SLP	$113.00
Schoolwide Support by SLP	$72.00

Goal Writing by SLP	$62.00
Additional Bilingual Meeting by SLP	$62.00
Additional Bilingual Paperwork by SLP	$62.00
Additional Requested Meetings by SLP	$62.00
Additional Requested Paperwork by SLP	$62.00
Bilingual Parent Interview by SLP	$62.00
Bilingual Results Meeting by SLP	$124.00
Bilingual Student Interview by SLP	$62.00

Service Order Signature Page

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the MSA.

The parties have executed this Service Order as of the date of the latter signature ("Service Order Effective Date").

PRESENCELEARNING, INC:	CUSTOMER:
By: DocuSigned by: Fletcher Hutson A9625E5023E249B...	By: Signed by: Ellyn Magana 46D56340AED1491...
Name: Fletcher Hutson	Name: Ellyn Magana
Title: Chief Revenue Officer	Title: Chief Innovation and Strategy Officer
Date: 2025-07-15	Date: 2025-07-16

Coversheet

Approve Voices 2025-2026 Safety Plan

Section: II. Board Business: Consent Items
Item: D. Approve Voices 2025-2026 Safety Plan
Purpose: Vote
Submitted by:
Related Material: Voices Flagship Safety Plan 2025-2026.pdf
Voices Morgan Hill Safety Plan 2025-2026.pdf
Voices Morgan Hill Safety Plan 2025-2026.pdf
Voices Stockton Safety Plan 2025-2026.pdf
Voices WCC Safety Plan 2025-2026.pdf
Instructional Continuity Plan (Site-Based) (4911-4505-7615.v1) (1).pdf

Voices
College-Bound Language Academies

Voices Flagship School Safety Plan

2025-2026

Board approved_3/6/2025

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Introduction

Statement of Purpose

Voices College-Bound Language Academies (Voices) is committed to the safety and security of students, faculty, staff, and visitors on its campus. In order to support that commitment, Voices has thoroughly reviewed and updated the school's emergency mitigation/prevention, preparedness, response, and recovery procedures relevant to natural and human-caused disasters. The school safety plan may be evaluated and amended, as needed, but shall be evaluated at least once a year, to ensure that the comprehensive school safety plan is properly implemented.

This plan includes specific courses of action to be taken in case an emergency situation develops. Every employee of Voices is expected to be familiar with this plan in order to carry out his/her/their responsibilities in an emergency.

The major objective of emergency preparedness is to save lives and protect property in the event of a disaster.

Voices Safe School Vision

1. Voices will provide a safe, orderly, and secure environment conducive to learning in which students will be safe from both physical and social-psychological harm.
2. Voices will develop a plan to work cooperatively and collaboratively with parents/guardians, students, teachers, administrators, counselors, and community agencies, including law enforcement, to provide a safe and orderly school and neighborhood.
3. Voices will create a learning and working environment where parents/guardians can be confident that their students are safe and secure.
4. Voices will identify clear procedures for emergencies.
5. Voices is aware of very few conditions on campus that could potentially cause accidental injury to students or staff and the school staff is working hard on preventing accidental injury to all those present on campus (students, staff, parents/guardians, etc.).

Physical Environment

Maintenance of School Buildings/Classrooms

Each Voices school's physical facility is well maintained and generally looks neat and clean. Voices school personnel periodically examine the school's physical facility and help eliminate obstacles to school safety. See Appendix A for a Monthly School Site Safety Checklist. Additionally, health and fire department inspectors contribute to school safety.

Voices classrooms are monitored for safety compliance by the administration and individual classroom teachers. See Appendix B for a Classroom Safety Checklist. Teachers and administrators can report facility maintenance issues to the school's Business Manager or Principal who are responsible for resolving all general as well as urgent maintenance issues.

During the school day, staff members and administrators shall provide campus supervision. Identified problem areas receive increased supervision to reduce discipline, crime, or other school safety concerns.

Campus Disturbances and Crimes

Voices recognizes that campus disturbances and crimes may be committed by visitors and outsiders to the campus. Several steps have been taken to protect the school, staff, and students from safety threats by individuals visiting the campus area. In addition, disputes sometimes occur because of parental custody issues. Voices staff will maintain in the student's record any custody documentation provided by families and will request assistance from local law enforcement, if/as needed.

Registration of Visitors/Guests Policy

Posting of Notice

At each entrance to Voices school grounds, signs shall be posted specifying the hours during which registration is required, stating where the office of the Principal or designee is located and what route to take to that office, and setting forth the penalties for violation of this policy. Volunteer, Visitation, and Removal Policy see Appendix N.

Parent Involvement Policy

Parents/guardians have the opportunity and are encouraged to participate at Voices in a variety of ways. Any regular volunteer, as determined by the principal, that works with students must meet the requirements as listed in the Volunteer Handbook (available at the front office). See the Parent Involvement Policy.

General Safety Procedures

Introduction

Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical and psychological harm. Voices promotes educationally and psychologically healthy environments for all students. Voices recognizes there are comprehensive, broad factors directly related to a safe school environment such as the school facility, school programs, staff, parents and the community. Voices further recognizes that safe school practices make major contributions to academic and school improvement efforts.

Although keeping children safe requires a community-wide effort, schools are an important piece of the undertaking to keep children safe. Voices efforts are illustrated below which broaden the safety planning and incorporate an expansive range of strategies and programs in the school safety plan.

Prevention and Intervention: Pupil Aggressive Behavior

Creating a safe school requires having in place many preventive measures for children's mental and emotional challenges. Schools can reduce the risk of violence by teaching children appropriate strategies for dealing with feelings and expressing anger in appropriate ways and resolving conflicts.

Staff members at Voices have received training in conflict resolution skills via Safeschools. Voices uses a comprehensive approach to school violence prevention. These measures include: (a) number of disciplinary referrals to the office, (b) observed aggressive behavior, and (c) teacher observation.

Discipline Policy

Effective and safe schools develop and consistently enforce school-wide rules that are clear, broad-based and fair. School safety is enhanced by the development of a school-wide disciplinary policy that includes a code of conduct, specific rules and consequences that can accommodate student differences on a case-by-case basis when necessary. Discipline consequences should be commensurate with the offense, should be written, applied in a nondiscriminatory manner, and accommodate cultural diversity.

Voices uses both classroom and school-wide discipline codes that clearly communicate the behavioral expectations and consequences for students. Voices has developed plans to promote positive behaviors in the playground, cafeteria, and assembly areas.

See the " Suspension and Expulsion Policy" policy in the Family Handbook.

Notice of Disciplinary History

The appropriate school districts shall provide to the administration of Voices schools information on each pupil who has: (1) during the previous three school years, engaged in any suspendable or expellable act (except *E.C. 48900 (h)*) or *(2)* committed a crime reported to the District by a family member, local law enforcement, Probation Department or social services. In the event of a suspension, the Notice of Suspension is copied to the student's cumulative file. Each year, teachers review the cumulative file of their incoming students, thus ensuring that they will be aware of suspensions within the last three years. Additionally, the principal reviews all incoming cumulative files. All employees viewing this information must keep it confidential and may not disseminate it to any other person.

Gang Affiliation

Gang affiliation and gang activity will not be tolerated at Voices. The staff at Voices shall work closely with the local law enforcement / Gang Unit (**Gang Hotline 408-293-GANG (4264), Youth Against Violence Hotline 1 800 680-4264 or 911**) regarding all issues and matters that are gang related. Information from the school and the community shall be communicated to the student's parents, if the pupil begins to make gang affiliations. Appropriate prevention and intervention strategies and programs shall be offered to the families.

Gangs and Graffiti

Students are expected to respect their school and will be required to clean up any graffiti immediately. Any gang affiliated/racist graffiti will be reported to the San Jose Police, Morgan Hill Police, Stockton Police or Richmond Police Department. Refer to Dress Code Policy, appendix O.

Drug, Alcohol, and Tobacco Free

Voices recognizes the need for a Drug free, Alcohol free and Tobacco free environment. Smoking is prohibited in all Voices buildings, facilities, and vehicles. Voices supports abstinence from alcohol, tobacco, and other drugs for all students in order that their development can reach full intellectual, emotional, social and physical potential. Students who use, possess, and/or sell controlled substances are subject to disciplinary action, up to and including a recommendation for expulsion. For further information see the Suspension and Expulsion Policy, appendix M.

Campus Violence Safety Procedures

Reporting of Dangerous, Violent, or Unlawful Activities

Voices takes its role in providing a safe and trusted learning environment very seriously. If any student, family member, or member of Voices' extended community learns of any dangerous, violent, or unlawful activity that they believe has occurred, is occurring, or may occur at the school

or at or near any school-sponsored or school-related event or location, they are strongly encouraged to report that activity—anonymously if necessary—to the Principal.

A report can be sent by a legible written note, by email, or by telephone to the following: 6840 Via del Oro Suite 205 San Jose,CA 95119, info@voicescharterschool.com, 408-791-1609. Reports should include place, time, the general nature of the activity being reported, whether any life-threatening activity or weapons are involved, and any other important details. Any report of activity that imminently threatens or involves an imminent potential loss of life should first be made to 9-1-1, immediately.

Voices shall promptly review every report received as soon as possible, shall make a record of every report received, and shall make a reasonable inquiry into each, as necessary, to ensure to the greatest reasonable extent that no dangerous, violent, or unlawful act occurs at any school-related or school-sponsored event, or on school-provided transportation to any such event. The investigatory response taken by the school and actions taken will be logged as well.

School staff should follow these guidelines <u>when a fight occurs</u>:

1. Send a reliable student to the office to summon assistance.
2. Speak loudly and let everyone know that the behavior should stop immediately.
3. **Do not intervene or try to break up the fight if the students are in 5th grade or above.**
4. Obtain help from other teachers if at all possible.
5. If students are starting to gather, attempt to get students away from the commotion as quickly as possible.
6. Call out the names of the involved students and let them know they have been identified.
7. For the safety of all students, get additional help from law enforcement personnel if confronted with a serious fight, especially one that involves weapons.
8. Attempt to separate the involved students by speaking to them in an assertive tone of voice. Consider the age and/or size of the students, as well as personal safety, before stepping between/among those involved in an altercation. If successful in separating the students, try to avoid using further confrontational behavior.
9. Remember that no one can "cool down" instantly; give the students time to talk in a calm setting and gradually change the climate of the situation.

School Staff should follow these guidelines <u>when a riot occurs</u>:

1. The School principal, or his/her designee, should encourage teachers and staff to be sensitive to the emotional climate of the campus and attempt to defuse any tensions prior to the eruption of problems.
2. Notify local law enforcement of the disturbance and meet at a pre-designated site to evaluate the situation.
3. Activate needed emergency plans, which may include:

a. Instructing office staff to handle communications and initiate lockdown orders.
b. Informing Team Z.
c. Notify transportation to bring appropriate numbers of buses for evacuation or transportation if necessary.
d. Assign staff a temporary detention facility, such as a gymnasium, to secure students and log information.
e. Direct a teacher or designee to initiate lockdown and immobilize the campus.
f. Team Z will brief a representative to meet the media.
g. Assign staff to a pre-designated medical treatment/triage facility.

Assaults

Assaults involve acts of striking or inflicting injury to a person and are regarded as serious matters. Any threat or assault on students or employees should be reported immediately to the School principal, or his/her designee. The school principal (or designee) will determine if law enforcement officials should be notified. If a serious assault occurs, the school principal (or designee) shall:

1. Dial 911.
2. Seek first aid or medical attention, if indicated.
3. Have photographs taken of any injuries.
4. Write down a physical description of the assailant:
   - (sex, age, height, weight, race, clothing, and any weapon used) as soon as possible after the incident.
5. Obtain names and telephone numbers of any witnesses.
6. Draft incident report and submit it to the principal, or his/her designee and Team Z . See <u>Appendix C</u> for Student/Employee Minor Incident/Accident Report.
7. Submit an incident report to the local law enforcement, if serious bodily injury has occurred. See <u>Appendix C</u> for Student/Employee Minor Incident/Accident Report.

Civil Disturbance

A civil disturbance is any situation where a person or group of persons disrupts operations or threatens the safety of individuals. In the event of a civil disturbance, the following precautionary measures should be taken:

1. Notify local law enforcement authorities and-Dial 911.
2. If participants enter the building, remain calm and do not provoke aggression. Report disruptive circumstances to the school principal, or his/her designee and Team Z.
3. Do not argue with the participant(s).
4. Have all students and employees leave the immediate area of disturbance.
5. If the disturbance is outside the building, remain inside the building, unless instructed otherwise by the principal or police officials. Lock all doors. Stay away from windows and exterior doors.
6. If the disturbance is inside the building, follow procedures for evacuation of the school site.
7. Follow further instructions as police officials and other local law enforcement authorities issue them.
8. Draft incident report for the school principal, or his/her designee. See Appendix C for Student/Employee Minor Incident/Accident Report.

School Philosophy

Voices College-Bound Language Academies recognizes the need for students of the School to dress appropriately for school. The School believes that students should focus their energy and attention upon their academic development and not on style or the clothes of their peers. In addition, dress code is important to school pride and safety because it fosters a sense of belonging and students in uniform are easily recognized by all school staff. See Student Dress Code Policy, Appendix O.

General Guidelines

Students will be required to wear a school uniform. See the Voices Family Handbook. The code shall allow students to wear sun protective clothing, including hats. Inappropriate apparel and accessories includes clothing that compromises safety or is disruptive and/or distracting to the school environment and instructional process. The Board is committed to protecting the health, safety, and welfare of the students and the Board believes that appropriate dress and grooming contribute to a productive learning environment. Please refer to Appendix O.

Mental Health Programs

The staff of Voices shall identify students in need of counseling and bring forth the student and the family to the Dean of Culture in order to be connected to appropriate support and/or services internally, including referral to the Student Success Team and/or external resources. The staff of Voices shall complete a referral using the Crisis Intervention Protocol in order for the Crisis Team to complete a selfharm/harm to others/suicide risk assessment as detailed below in the Suicide section in cases where a student directly or indirectly exhibits specific behavior.

Voices will notify parents or guardians of a pupil at least two times during the school year on how to access mental health services at school or within the community. AB 2022 (Chapter 484/2018)—Pupil Mental Health Services: School Notification.

Suicide

Suicide prevention training for instructional staff and administrators will be provided and be designed to help staff identify and refer students at risk of suicide. The training may be offered under the discretion of the Principal and/or Board of Directors and/or in cooperation with one or more community mental health agencies. See Suicide Prevention Policy.

Attempted Suicide / Suicide Threat

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly follow instructions on the Crisis Intervention Protocol and complete needed sections on the risk assessment form and notify the office of a Code Orange situation. A member of the School-site Crisis Team will pick up the risk assessment form and the student to initiate the full assessment. The Principal or other Crisis Team member shall then complete the assessment to determine the risk level. Once the risk level is determined, if high risk - mobile crisis support is initiated and the student's parent/guardian is notified and asked to come to the school site to discuss the assessment and sign a parent /guardian notification recommending connecting with a qualified mental health professional for assistance.. If the risk is assessed as low to medium, the parent/guardian is notified and asked to sign a parent/guardian notification letter and a support plan is discussed.

When a suicide attempt or threat is reported, the Principal or other member of the Crisis Team shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
    a. Securing immediate medical treatment if a suicide attempt has occurred;
    b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;

   c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
2. Designate specific individuals to be promptly contacted, for example the Voices counselor, psychologist, nurse, Principal, and/or the student's parent/guardian, and, as necessary, local law enforcement or mental health agencies.
3. Document the incident in writing as soon as feasible.
4. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at Voices.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the Voices campus, the Principal or designee shall follow the crisis intervention procedures contained in Voices safety plan. After consultation with the Principal or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Principal or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Voices staff may receive assistance from Voices counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Students shall be encouraged through the education program and in Voices activities to notify a teacher, Principal, another Voices administrator, psychologist, Voices counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

- **ALWAYS TAKE THREATS OF SUICIDE SERIOUSLY**
- CALL 911 for medical assistance.
- Do not leave suicidal person unattended. Send a runner to inform your immediate supervisor or other responsible person, principal/designee.
- The principal/designee will:
  - Contact the parent/guardian, apprise them of the situation and make recommendations. Put all recommendations in writing to the parent/guardian.
- If the student is known to be currently in counseling, the principal/designee will attempt to inform their treatment provider of what occurred and the actions taken.
- If the parent refuses to cooperate, and there is any doubt regarding the child's safety,

the school employee who directly witnessed the threat will pursue a 302 involuntary mental health assessment by calling **Santa Clara County Emergency Services at 408-299-2501** or **Contra Costa County Emergency Services at 925-646-4461 or San Joaquin County Emergency Services at 209-953-6200** and ask for a delegate. The delegate will listen to concerns and advise on the course of action. If a 302 involuntary mental health assessment is granted, the first-hand witness will need to be the petitioner, with support from the principal/designee.

- If the county delegate authorizes a 302 mental health assessment, then the county will authorize transportation to the assessment. If a school employee should transport the student, then one school employee should drive and another should be seated next to the student. Do not drive the student in personal vehicles. Do not leave the student alone at any time. Depending on the level of the student's distress, the 302 petitioner (the employee who learned firsthand of the threat) may need to travel in a separate vehicle.

Note: If a threat is made during an after-school program, and no school personnel is available, call **Santa Clara County Crisis Emergency Services at 408-299-2501, Contra Costa County Emergency Services at 925-646-4461, San Joaquin County Emergency Services at 209-953-6200** or **1-800-SUICIDE** or **1-800-273-TALK** for help. Immediately inform the principal or designee regarding the incident and actions taken.

The law requires that you do only what is reasonable under the circumstances; for example, do not try to remove a gun or other weapon from the person.

Suicidal Act

The first school employee on the scene must call for help from another staff member, locate the individual, and follow school emergency medical procedures, such as calling 911.

- A staff member must notify the principal/designee.
- Staff members should move all other students out of the immediate area and arrange appropriate supervision. Students should not be allowed to observe the scene.
- The principal/designee will involve the Leadership Response Team (LRT) to assist as needed and inform the Network Senior Leadership Team.
    - The Leadership Response Team consists of any of the following people:
        - Principal
        - Business Manager
        - Parent Liaison/Dean of Culture
        - Academic Coach
        - Technology Coordinator

  - Teacher informs the office, "I need the Leadership Response Team (LRT)," either by telephone, AT, or student runner.
  - The office drops everything and the LRT mobilizes.
- The principal/designee will contact the parent/guardian and ask them to come to the school or hospital.
- The principal/designee will call for assistance from the Santa Clara County's on-call crisis response team at 408-279-3312, San Joaquin County Emergency Services at 209-953-6200 or Contra Costa Crisis Center - 800-833-2900
- The principal/designee will document in writing all actions taken and recommendations.
- If the student is known to be currently in counseling, the principal/designee will attempt to inform their treatment provider of what occurred and the actions taken.
- The principal/designee will involve the Leadership Response Team (LRT) for follow-up and support.
- The principal/designee will request written documentation from any treating facilities prior to a student's return to school.
- Staff will promptly follow up with any students or staff who might have witnessed the attempt, and contact their parents/guardians. Staff will provide supportive counseling and document all actions taken. Please refer to Appendix E for Voices College-Bound Language Academies Self Harm/Suicide Risk Assessment Form.
- Media representatives should be referred to the appropriate school spokesperson [e.g., COO, or CEO]. School staff should make no statements to the media.

Procedure to Handle the Death of a Student

By far, the worst crisis situation is the death of a student. When a student dies, emotional trauma is a natural occurrence for students, faculty, and staff. A student's death, which occurs on campus, particularly as a result of school violence, is admittedly the most extreme case of trauma for the family and the school community. There is no procedure that fits every scenario; each case requires individual attention. Certainly, there is no prescribed method for dealing with such tragedy; however, the following are suggestions for a school's response to death, particularly death that occurs as a result of school violence:

1. After the initial response, administrators and counselors will meet immediately to review what has happened. Responding to the psychological needs of both staff and students as soon as possible is the best prevention for the development of post-traumatic stress.
2. Get as much information as possible from the family and ask their permission to share it with the students, faculty, and staff. Ask if they have any objection to students, faculty, and staff attending the funeral.
3. Relay the information to the students in a factual way, careful to avoid breaching the student's or family's privacy. The school principal and a counselor might consider

moving from room to room to tell the students what has happened, as developmentally appropriate. They should tell the truth, allow for expression of feelings, and affirm any expressions or feelings the students have. Students need to be told that they may visit a counselor's office for special assistance if they need to talk.

4. If possible, allow a break after telling the students in order to give them an opportunity to express their grief with other students.
5. Upon returning to school, students should be allowed time to discuss their feelings, talk about the deceased, and discuss memories. Give students, faculty, and staff information about the funeral and allow them to attend, provided the family has granted permission.
6. Watch for trouble signs among the students. Be prepared to call in extra counselors if necessary.

Registered Sex Offender Policy

For the protection of students while they are traveling to and from school, attending school, or at a school-related activity, the Governing Board of Voices College-Bound Language Academies ("Voices") has developed the following policy and procedures to ensure Voices principals and their designees respond appropriately as directed by law enforcement when apprised of information that a registered sex offender resides or works within two (2) miles of a Voices school. See Registered Sex Offender Policy.

Staff/Student Interaction Policy

Voices Academies recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the most safe and learning conducive environment possible. See Professional Boundaries: Staff/Student Interaction Policy.

Child Abuse and Neglect Reporting Procedures

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

Voices will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166,

is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars ($1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

Harassment, intimidation, discrimination and bullying policy

Title IX, Harassment, Intimidation, Discrimination and Bullying Policy

This Title IX Policy Prohibiting Discrimination on the Basis of Sex ("Policy") contains the policies and grievance procedures of the Voices College-Bound Language Academies ("Voices" or "Charter School") to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

Voices does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq*.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.[1] Voices will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in Voices' education programs or activities on or after August 1, 2024 including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom Voices does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as "Title IX") may be referred to Voices Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination
Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by Voices.

[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.

Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Prohibited Sex-Based Harassment
Under Title IX, "sex-based harassment" means conduct on the basis of sex that satisfies one or more of the following:

- Quid pro quo harassment occurs when an employee, agent, or other person authorized by Voices to provide an aid, benefit, or service under Voices' education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.

- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from Voices' education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
    - The degree to which the conduct affected the complainant's ability to access Voices' education program or activity;
    - The type, frequency, and duration of the conduct;
    - The parties' ages, roles within Voices' education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
    - The location of the conduct and the context in which the conduct occurred; and
    - Other sex-based harassment in Voices' education program or activity.

- Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

- Dating violence, meaning violence committed by a person:
    - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
    - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
        - The length of the relationship;
        - The type of relationship; and
        - The frequency of interaction between the persons involved in the relationship.

- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
    - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
    - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
    - Shares a child in common with the victim; or
    - Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.

- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
- Fear for the person's safety or the safety of others; or
- Suffer substantial emotional distress.

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through Voices.

Examples of conduct that may fall within the Title IX definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
    - Rape, sexual battery, molestation or attempts to commit these assaults.
    - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.

- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:

  - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
  - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  a. Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  b. Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  c. Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in Voices' education program or activity at the time of the alleged sex discrimination. Complaints may also be made by: (1) a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or (2) Voices' Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or other person who was participating or attempting to participate in Voices' education program or activity at the time of the alleged sex discrimination.

Complaint means an oral or written request to Voices that objectively can be understood as a request for Voices to investigate and make a determination about alleged sex discrimination.

Confidential Employee means an employee of Voices whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom Voices has designated as confidential under Title IX for the purpose of providing services to persons related to sex discrimination.

Party means a complainant or respondent.

Respondent means a person who is alleged to have violated Voices' prohibition on sex discrimination.

Supportive Measures are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to a party to (1) restore or preserve that party's access to Voices' education program or activity, including measures that are designed to protect the safety of the parties or Voices' educational environment; or (2) provide support during Voices' grievance procedures or during an informal resolution process.

Title IX Coordinator

The Board of Directors of Voices ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Armando Arteaga
Director of Human Resources
6840 Via del Oro #205, San Jose, CA 95119
aarteaga@voicescharterschool.com
(408) 791-1609

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

Deanna Flores
Chief
6840 Via del Oro #205, San Jose, CA 95119
dflores@voicescharterschool.com
(408) 791-1609

The Coordinator is responsible for coordinating Voices' efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decision maker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure Voices' consistent compliance with Title IX.

Reporting Sex Discrimination

All employees who are not a confidential employee must promptly notify the Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Executive Director, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.
Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Voices will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Privacy
Voices acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

Retaliation
Voices prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or

proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes Voices from requiring an employee or other person authorized by Voices to provide aid, benefit, or service under Voices' education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

Confidential Employees
Contact information for the confidential employees at Voices, if any, can be found on the Voices' website or obtained from the Coordinator.

A confidential employee's status as confidential, for Title IX purposes, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies or with respect to information received about sex discrimination in connection with providing services to persons related to sex discrimination.

A confidential employee must explain the following to any person who informs them of conduct that reasonably may constitute sex discrimination under Title IX:

- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

Coordinator's Response to Reports of Sex Discrimination
When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;
- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;
- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;
- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether Voices could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents Voices from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.

The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Voices' education program or activity.

Supportive Measures

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or Voices' educational environment, or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact the Chief Executive Officer via email at aldoramirez@voicescharterschool.com, who is an appropriate and impartial employee or who may designate such an employee, to seek modification or reversal of Voices' decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's IEP Team and 504 Team, if any, in the implementation of supportive measures for that student.

Informal Resolution

At any time prior to determining whether sex discrimination occurred under Voices' Title IX grievance procedures, Voices may offer an informal resolution process to the parties. Voices does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Before initiation of the informal resolution process, the parties will be provided with notice that explains:

- The allegations;
- The requirements of the informal resolution process;
- The right to withdraw and initiate or resume the grievance procedures;
- That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;
- The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and

- What information is retained and whether and how it may be disclosed by Voices for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. Voices will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decision maker in the grievance procedures. The facilitator cannot have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

Grievance Procedures

Scope and General Requirements

Voices has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in Voices' education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

Voices requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

Voices will treat complainants and respondents equitably. Voices presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

Voices may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

Voices allows for the reasonable extension of time frames on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay.

Voices will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

Voices will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence.[2] Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

If a party is a student with a disability, the Coordinator or designee must consult with one or more members, as appropriate, of the student's IEP Team and 504 Team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act of 1973 ("Section 504") throughout the grievance procedures.

Dismissal

In most cases, Voices will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

Voices may dismiss a complaint if:

- Voices is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in Voices' education program or activity and is not employed by Voices;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and Voices determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- Voices determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, Voices will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant's right to appeal the dismissal on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;

[2] Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decision maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing of the dismissal, the basis for the dismissal, and the respondent's right to appeal the dismissal on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable Voices policy.

Appeal of a Dismissal
If a dismissal is timely appealed in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decisionmaker for the appeal, and the parties' right to submit a statement to the decision maker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decision maker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decision maker will notify the parties in writing of the result of the appeal and the rationale for the result.

Notice of the Allegations
Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- Voices' grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to Voices;
- A statement that retaliation is prohibited; and

- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if Voices provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

Emergency Removal

Voices may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with Voices' policies.

Voices may remove a respondent from Voices' education program or activity on an emergency basis, in accordance with Voices' policies, provided that Voices undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.

Investigation

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. Voices has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by Voices to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless Voices obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The

fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence. The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it. The parties timely submitted written responses, if any, will be considered by the investigator and decision maker before a determination of responsibility is made.

Voices will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

Determination of Responsibility
Before making a determination of responsibility, the decisionmaker may question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days of the expiration of the timeframe for the parties to submit a written response to the evidence or an accurate description of it, the decisionmaker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

Appeal of the Determination of Responsibility
Should a party find Voices' determination unsatisfactory, the party may, within five (5) business days of notice of Voices' determination, submit a written appeal to the Chair of the Voices Board, who will serve as the decision maker for the appeal or designate a decisionmaker for the appeal. The decision maker for the appeal must not have taken part in the investigation of the allegations.

The decision maker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

Consequences
Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from Voices or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by Voices including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Voices' education program or activity.

No party, witness, or other person participating in Voices' grievance procedures will be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on Voices' determination whether sex discrimination occurred.

Student Pregnancy and Related Conditions

Voices will not discriminate against any student or applicant based on their current, potential, or past pregnancy or related conditions. For more information about policies and procedures applicable to employees who are pregnant or have a related condition, please refer to the Voices employee handbook.

When a student, or a person who can legally act on behalf of the student, informs any employee of the student's pregnancy or related condition, unless the employee reasonably believes that the Coordinator has already been notified, the employee must promptly:

- Provide that person with the Coordinator's contact information; and
- Inform that person that the Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to Voices' education programs and activities.

If a student, or a person who has a legal right to act on behalf of the student, notifies the Coordinator of the student's pregnancy or related condition, the Coordinator or designee must promptly:

- Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of Voices' obligations under:
    - 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
    - 34 C.F.R. § 106.44(j), which includes rules on disclosures of personal information;
- Provide Voices' Title IX notice of nondiscrimination; and
- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.

A student who is pregnant or has a related condition will be provided with a lactation space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used for expressing breast milk or breastfeeding as needed.

A student who is pregnant or has a related condition may voluntarily take a leave of absence for the time deemed medically necessary by the student's licensed healthcare provider, or if the student so chooses, the time allowed under any Voices leave policy for which the student qualifies. A pregnant or parenting student is entitled to eight weeks of parental leave, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant.
Upon the student's return from leave, the student will be reinstated to the academic status, and, as practicable, to the extracurricular status that the student held when the leave began. The student will not be required to provide any kind of certification demonstrating their ability to physically participate in any class, program, or extracurricular activity unless:

- The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- Such certification is required of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for sex discrimination.

Students who are pregnant or have a related condition will not be required to provide supporting documentation unless necessary and reasonable to determine reasonable modifications or additional actions related to lactation space, leaves of absence, or voluntary access to any available separate and comparable portion of the program.

Training

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All employees, Coordinators and designees, investigators, decisionmakers, and other persons who are responsible for implementing Voices' grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

Voices will maintain the following records for at least seven (7) years:

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.

- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions Voices took to meet its obligations under 34 C.F.R. § 106.44.
- All materials used to provide required Title IX training. Voices will make these training materials available upon request for inspection by members of the public.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

Purpose

To provide students with access to an environment that is safe, secure and conducive to learning. This policy provides guidelines for staff and students to follow for the purpose of providing all students with an environment that is focused on learning. See Title IX Policy Prohibiting Discrimination on the Basis of Sex and Harassment, Intimidation, Discrimination and Bullying Policy.

When an emergency situation occurs, contact the school office staff immediately so that they may determine what type of response is necessary.

Exposure Control Plan For Bloodborne Pathogens

The Principal or designee, shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Principal, or designee, shall establish a written "Exposure Control Plan" designed to protect employees from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

The Board shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the Charter School's "Exposure Control Plan," employees having occupational exposure shall be trained in accordance with applicable state regulations (8 CCR 5193) and offered the hepatitis B vaccination.

The Principal, or designee, may exempt designated first-aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations.

Any employee not identified as having occupational exposure in the Charter School's exposure determination may petition to be included in the Charter School's employee in-service training and hepatitis B vaccination program. Any such petition should be submitted to the Principal, or designee, who shall evaluate the request and notify the petitioners of his/her decision. The

Principal, or designee, may deny a request when there is no reasonable anticipation of contact with infectious material.

Medical Emergency Procedures

Medical Emergency Reporting Procedure. Medical emergencies and accidents can occur at any time and may involve a student or employee. Some emergencies may only require first aid care, while others may require immediate medical attention. When in doubt, it is better to err on the side of caution and dial 911.

1. Medical emergencies involving any student or employee must be reported to the school principal, or his/her designee.
2. Dial 911 or direct someone to do so, provide the following information
    a. School name and phone number
    b. Building address including nearest cross street(s)
    c. Exact location within the building
    d. Your name and phone number
    e. Nature of the emergency
    f. Do not hang up until advised to do so by dispatcher
3. Send a runner to notify the school office that an individual has been injured and an ambulance has been called.
4. Ask someone to dispatch a first aid/CPR trained employee to the victim.
5. Stay calm. Keep the victim warm with a coat or blanket. Do not leave a person unattended.
6. Do not move the victim unless there is danger of further injury.
7. Do not give the victim anything to eat or drink.
8. Draft a written incident report and submit it to the School principal, or his/her designee, before the end of the next workday. See Appendix C for Student/Employee Minor Incident/Accident Report.

Medical Emergency General Guidelines

For minor accidents, use a first aid kit in the classroom.
If a child complains of **illness**, question him/her to determine severity.

1. For minor illness, have the child rest head on desk for 10 to 15 minutes. If he/she still complains, send him/her with a note to the front office (or call the office for escort).
2. If a student is too ill to walk to the office, call the front office for immediate help and explain the severity of the situation.

If a child has **convulsions**:

1. Keep calm
2. Attempt to ease him/her to the floor so he/she will not fall and injure him/herself
3. Turn his/her head to one side so his/her tongue will not block his/her airway
4. Do not attempt to insert anything in his/her mouth
5. Send someone to the office or call the office for assistance

Chemical Burns of skin or eyes should be flushed with large quantities of water at the nearest source. Then send or call the office.

Insect Bites:

1. Remove stinger if possible.
2. Apply cold, wet towel
3. Send to the office if systemic symptoms occur (labored breathing, swelling of the entire body, etc.)

If a **Tooth is displaced** by traumatic injury, wrap the tooth in moist gauze. Send an injured child to the office. Office needs to call the parent/guardian immediately.

Playground Accidents:

1. Render first aid on the playground if necessary
2. If the child is mobile, take them to office
3. If a stretcher is needed, call 911

In addition, the Red Cross offers the following guidelines:

RESCUE BREATHING	● Tap shoulder and shout, “Are you ok?” ● Call 911 if no response ● Open airway: tilt head back slightly, lift chin ● Check for breathing: check quickly for no more than 10 seconds ● If no breathing, give 2 rescue breaths o Tilt head back and lift the chin up o Pinch the nose shut, then make a complete seal of child’s mouth o Blow in for about 1 second to make the chest clearly rise o Give rescue breaths one after the other Rescue breathing count: **Adult:** 1 breath every 5 seconds **Child:** 1 breath every 3 seconds **Infant:** 1 breath every 3 seconds
Nose Bleed	● Put on disposable gloves ● Sit, leaning slightly forward ● Pinch the nose shut for about 10 minutes ● Apply ice or a cold pack that has been wrapped in cloth or towel to the bridge of the nose ● If the bleeding does not stop: o Apply pressure on the upper lip just beneath the nose o Call or have someone else call 911

Wounds	If minor: ● Put on disposable gloves ● Have victim sit down ● Wash wound ● Apply bandage ● Apply ice, if desired If severe: ● Put on disposable gloves ● Have person sit or lie down ● Control bleeding by: o Covering the wound with a dressing and firmly pressing against the wound with a gloved hand until the bleeding stops o Applying a pressure bandage over the dressing to maintain pressure on the wound and to hold the dressing in place o If blood soaks through the bandage, do not remove the blood-soaked bandages. Instead, add more dressings and bandages, and apply additional direct pressure. ● Continue to monitor the person's condition. Observe the person closely for signs that may indicate that person's condition is worsening, such as faster or slower breathing, changes in skin color, and restlessness ● Care for shock. Keep person from getting chilled or overheated ● Have person rest comfortably and provide reassurance ● Wash your hands immediately after giving care, even if you wore gloves
Choking	If unable to: Breathe, Cough, Speak then: ● Give 5 back blows: Bend the person forward at the waist and give 5 back blows between the shoulder blades with the heel of one hand. ● Give 5 abdominal thrusts: o Place a fist with the thumb side against the middle of the person's abdomen, just above the navel. o Cover your fist with your other hand. o Give 5 quick, upward abdominal thrusts. ● Continue care: Continue sets of 5 back blows and 5 abdominal thrusts until the: o Object is forced out

	○ Person can cough forcefully or breathe ○ Person becomes unconscious
Electric Shock	● Do NOT touch individual if they are still in contact with the electrical source ● Turn off source of electricity, if possible ● Call 911

Severe Allergic Reaction (Anaphylaxis)

Anaphylaxis is a severe and sudden allergic reaction. It occurs when a person is exposed to an allergen to which they are sensitive. The most common allergens or trigger substances that may cause anaphylaxis in school-aged children are:

- peanuts
- tree nuts
- fish
- shellfish
- egg
- cow's milk
- sesame
- soy
- insect stings
- latex
- certain medications. Note that the school may only administer medication upon the receipt of parent and physician authorization. See Appendix F for the Medication Doctor & Parent Authorization form.

Anaphylaxis is potentially life threatening and always requires an emergency response.

It is therefore critical that school staff, parents and caregivers are confident about the management and treatment of students who have been diagnosed by a medical practitioner as being anaphylactic or potentially anaphylactic.

Symptoms and signs of anaphylaxis

The symptoms and signs of anaphylaxis, usually but not always, occur within the first 20 minutes after exposure but in some cases can be delayed up to 2 hours or more. Rapid onset and

development of potentially life-threatening clinical effects are characteristic markers of anaphylaxis.

Symptoms and signs of anaphylaxis (a severe allergic reaction) may include one or more of the following:

- Difficulty and/or noisy breathing
- Swelling of the tongue
- Swelling or tightness in the throat
- Difficulty talking or hoarse voice
- Wheeze or persistent cough
- Dizzy/light headed
- Loss of consciousness and/or collapse
- Pale and floppy (young child)

Symptoms and signs of a mild to moderate allergic reaction may include one or more of the following:

- Tingling of the mouth
- Hives, welts or body redness
- Swelling of the face, lips, eyes
- Vomiting, abdominal pain

Emergency treatment procedures – Immediate Reaction Required

<u>For students WITH an Action Plan for Anaphylaxis</u>

- Follow emergency response plan as outlined in a student's Severe Allergy Medical Management Plan
- If Action Plan indicates the use of an Epinephrine auto injector (EpiPen), trained staff shall administer the EpiPen
- Seek urgent medical assistance – call an ambulance (tell the dispatcher that the medical condition is anaphylaxis or a severe allergy)
- If unconscious and no pulse is evident, commence CardioPulmonary Resuscitation (CPR) and continue until ambulance arrives
- Contact parents/caregivers
- Maintain airway, breathing and circulation at all times
- Maintain close observation for possible relapse while waiting for ambulance or medical assistance.

For students WITHOUT Severe Allergy Medical Management Plan

California Education Code (EC) Section 49414, as amended by Senate Bill 1266, effective January 1, 2015,[5] *requires school districts to provide emergency epinephrine auto-injectors to school nurses or trained personnel who have volunteered, and provides that school nurses or trained personnel who have volunteered may use epinephrine auto-injectors to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction.*[6]

Severe allergic reactions or anaphylaxis can occur when there is no history of known allergies. This situation should be treated as an emergency. Under these circumstances there will be no Action Plan. Recognition of the symptoms and/or signs as being anaphylactic may also be a problem. The following steps should be followed:

- A trained staff member or volunteer shall administer the Epinephrine Auto-Injector (EpiPen)
- Seek urgent medical assistance – call an ambulance (if suspected, tell the dispatcher that the medical condition is anaphylaxis or a severe allergy)
- Lay the person flat and elevate the legs if the person is dizzy or seems confused or has a reduced level of consciousness, unless this makes it more difficult for the person to breathe
- Follow standard resuscitation measures if there is no pulse, no breathing or loss of consciousness – if oxygen is available give at a high flow rate.
- Contact parents/caregivers
- Maintain airway, breathing and circulation at all times
- Maintain close observation for possible relapse while waiting for ambulance or medical assistance.

Severe Allergy Medical Management Plan

Steps in the Emergency Use of an Epinephrine Auto-Injector (EpiPen):

1. Determine if anaphylaxis is suspected. Anaphylaxis usually, but not always, occurs right after exposure to an allergen. Frequently anaphylaxis occurs in individuals who have a history of a previous reaction. If there is uncertainty about the diagnosis, but there is a reasonable probability that it is anaphylaxis, then treat it as anaphylaxis.
2. **If anaphylaxis symptoms occur, call 911 or activate the emergency medical system (EMS). Stay with the victim.** Have others notify the paramedics, school nurse, parents and principal/designee immediately.
3. Have the victim sit down. Reassure the victim and avoid moving him or her. Calming reduces the distribution of the allergen in the body.

4. **Prepare to administer EpiPen.**
    a. For students in second grade or below, or if less than 55 lbs, use **White label** EpiPen Jr (0.15 mg)
    b. For adults and students in third grade or above, or if more than 55 lbs, use **Yellow label** EpiPen (0.30 mg). The EpiPen acts immediately; however the effects last only 10 -15 minutes. *Make sure someone has called **911**.*
5. EpiPen Administration Procedure:

Grasp the EpiPen and form a fist around the unit. With the other hand, pull off the GRAY Safety Cap.

a. **Hold the black tip near the outer thigh. Never put your thumb, fingers, or hand over the black tip.** (If an accidental injection occurs, go immediately to the nearest hospital emergency room.)
b. **Swing and jab the black tip firmly into the OUTER BARE THIGH so that the auto-injector is perpendicular (at a 90° angle) to the thigh. You will hear a click.** (The EpiPen can be injected through the victim's clothing, if necessary.)
c. **Hold the EpiPen firmly in place for 10 seconds, and then remove it from the thigh.** (After the injection, the victim may feel his or her heart pounding. This is a normal reaction.)
d. **Remove the EpiPen and massage the injection area for several seconds.**
e. **Check the black tip:**
    - If the needle is exposed, the dose has been delivered
    - If the needle is not exposed, repeat steps b through e
f. **Dispose of the EpiPen in a "sharps" container or give the expanded EpiPen to the paramedics.**
g. **Call 911, if not previously called.**

6. If the anaphylactic reaction is due to an insect sting, remove the stinger as soon as possible after administering the EpiPen. Remove stinger quickly by scraping with a fingernail, plastic card or piece of cardboard. Apply an ice pack to the sting area. Do NOT push, pinch, or squeeze, or further imbed the stinger into the skin because such action may cause more venom to be injected into the victim.
7. Observe the victim for signs of shock. Cover the victim with a blanket, as necessary, to maintain body temperature and help to prevent shock.
8. Monitor the victim's airway and breathing. Begin CPR immediately if the victim stops breathing.
9. Take the victim's vital signs (if trained to do so) and record them. Duplicate the emergency card for the paramedics. When paramedics arrive tell them the time EpiPen was administered and the dose administered. If EpiPen has not been disposed of in a sharps container, give the expanded EpiPen to the paramedics.
10. **If symptoms continue and paramedics do not arrive, use a new EpiPen and re-inject 15 to 20 minutes after initial injection.** Continue to monitor the victim's

airway and breathing.

11. Follow-up medical care should be obtained at the emergency room or from the victim's physician. A second delayed reaction may occur up to 6 hours after the initial anaphylaxis.
12. Document the incident and complete the accident/incident report. See Appendix C for Student/Employee Minor Incident/Accident Report. Include in the documentation the date and time EpiPen was administered, the victim's response, and additional pertinent information. Send a copy of the report to the school nurse.

Quick Reference:

- DO NOT HESITATE to administer Epipen and to call 911 even if the parents cannot be reached.
- Call 911 immediately. 911 must be called if Epipen is administered.
- Advise 911 dispatch that the student is having a severe allergic reaction and Epipen is being administered.
- Students should remain quiet with a staff member at the location where the symptoms began until EMS arrives.
- Provide a copy of the Severe Allergy Plan to EMS upon arrival. See Appendix G for Severe Allergy Medical Management Plan Signature Page.
- Notify the administrator and parent/guardian.
- Call the CDE's School Health Connections Office at 916-319-0914.

Automated External Defibrillator (AED)

Steps in the Emergency Use of an Automated External Defibrillators (AED) during sudden cardiac arrest.

Before Using the AED

These AED steps should be used when caring for a non-breathing child aged 8 or older who weighs more than 55 pounds, or an adult.

After checking the scene and ensuring that the person needs help, you should ask a bystander to call 911 for help, then:

1. Turn on the AED and follow the visual and/or audio prompts.
2. Open the person's shirt and wipe his or her bare chest dry. If the person is wearing any

medication patches, you should use a gloved (if possible) hand to remove the patches before wiping the person's chest.

3. Attach the AED pads, and plug in the connector (if necessary).
4. Make sure no one, including you, is touching the person. Tell everyone to "stand clear."
5. 5Push the "analyze" button (if necessary) and allow the AED to analyze the person's heart rhythm.
6. If the AED recommends that you deliver a shock to the person, make sure that no one, including you, is touching the person – and tell everyone to "stand clear." Once clear, press the "shock" button.
7. Begin CPR after delivering the shock. Or, if no shock is advised, begin CPR. Perform 2 minutes (about 5 cycles) of CPR and continue to follow the AED's prompts. If you notice obvious signs of life, discontinue CPR and monitor breathing for any changes in condition.

Resuscitation Orders

School employees are trained and expected to respond to emergency situations without discrimination. If any student needs resuscitation, staff shall make every effort to resuscitate him/her.

Staff members are prohibited from accepting or following any parental or medical "do not resuscitate" orders. School staff should not be placed in the position of determining whether such orders should be followed, and such Advance Directives shall not be communicated to staff. The principal, or designee, shall ensure that all parents/guardians are informed of this policy.

Opioid Overdose Response Protocol

STEP 1: Evaluate for Signs of Overdose.

a. All employees will be trained to recognize the following signs of an opioid overdose:
    - Unconsciousness or inability to awaken;
    - Slow or shallow breathing or breathing difficulty, such as choking sounds or a gurgling/snoring noise from a person who cannot be awakened; and
    - Fingernails or lips turning blue/purple.
b. If any person is suspected of suffering an overdose, any employee shall first attempt to stimulate the person by:
    - Calling the person’s name;
    - Then, vigorously grind knuckles into the sternum (breastbone) or rub knuckles on the person’s upper lip.
c. If the person responds, assess whether he or she can maintain responsiveness and breathing.

d. Continue to monitor the person, including breathing and alertness, and try to keep the person awake and alert.
e. If unresponsive, call 911, consider providing rescue breathing if the person is not breathing on their own or get help from someone trained in emergency response techniques.

STEP 2: Call 911. Calling 9-1-1 at the appropriate time is an essential step to getting someone with medical expertise to care for the person suspected of experiencing an opioid overdose. If no emergency medical services (EMS) or other trained personnel are on campus, activate the 9-1-1 emergency system immediately. All that needs to be reported is "Someone is unresponsive and not breathing" and then report the specific address and/or description of the location on the campus where the person is located. After relaying this information, follow the dispatcher's instructions. If appropriate, the 911 operator may instruct you to begin CPR and implement rescue breathing, which you may perform or have another responsible and/or trained adult perform. Follow these and all instructions given by 911 operators until emergency responders arrive.

If your school site is supplied with Narcan (Naloxone) proceed to STEP 3, otherwise skip to STEP 4

STEP 3: Administering Naloxone. Employees will be trained on the administration of naloxone according to the instructions provided with the naloxone product maintained at the school.

a. If a person does not respond within 2-3 minutes after administering a dose of naloxone administer a second dose of naloxone.
b. The duration of effect of naloxone depends on the dose, method of administration, and overdose symptoms. The goal of naloxone therapy should be to restore adequate spontaneous breathing, but not necessarily complete arousal.
c. More than one dose of naloxone may be needed to revive someone who is overdosing. People who have taken longer acting or more potent opioids may require additional doses or forms of naloxone therapy.
d. Comfort the person being treated, as withdrawal triggered by naloxone can feel unpleasant. Some people may become agitated or confused, which may improve by providing reassurance and explaining what is happening.

STEP 4: Support the Person's Breathing. Supporting breathing is an important intervention and may be lifesaving on its own. Rescue breathing can be very effective in supporting respiration, and chest compressions can provide ventilatory support. If trained to perform rescue breathing and comfortable doing so, it is recommended that you administer it to someone experiencing opioid overdose symptoms if they are having difficulty breathing. If you are not trained in rescue breathing or are not comfortable administering rescue breathing, call for help from school medical personnel, if any, or other individuals who may be trained in rescue breathing or other emergency medical response techniques.

a. Rescue breathing for adults involves the following steps:
    - Be sure the person's airway is clear (check that nothing inside the person's mouth or throat is blocking the airway).
    - Place one hand on the person's chin, tilt the head back, and pinch the nose closed.
    - Place your mouth over the person's mouth to make a seal and give two slow breaths.
    - Watch for the person's chest (but not the stomach) to rise.
    - Follow up with one breath every 5 seconds.
b. Chest compressions for adults involve the following steps:
    - Place the person on their back.
    - Press hard and fast on the center of the chest.
    - Keep your arms extended.

STEP 5: Assist Emergency Responders. After emergency responders arrive on site, assist them with any requests they may have while tending to the individual experiencing the overdose. Keep other students and unnecessary persons out of the way and make sure the path is clear to the individual needing emergency assistance and back to an ambulance, if necessary. Continue to comply with 911 operator instructions until told to hang up.

DO's and DON'Ts:

DO attend to the person's breathing and cardiovascular support needs by administering oxygen or performing rescue breathing and/or chest compressions.
DO put the person in the "recovery position" on the side, if you must leave the person unattended for any reason.
DO stay with the person and keep them warm.
DON'T slap or forcefully try to stimulate the person; it will only cause further injury. If you cannot wake the person by shouting, rubbing your knuckles on the sternum, or light pinching, the person may be unconscious.

DON'T put the person into a cold bath or shower. This increases the risk of falling, drowning, or going into shock.
DON'T try to make the person vomit drugs that may have been swallowed. Choking or inhaling vomit into lungs can cause a fatal injury.

Emergency Response Plan

The intent of this plan is to clarify school procedures in the case of an emergency. The objectives of our plan are the following:

1. To provide for action which will minimize injuries and loss of life of students and school and emergency personnel if an emergency occurs during school hours;
2. To provide for maximum use of school personnel and school facilities;
3. To ensure the safety and protection of our students and school personnel immediately after a disaster;
4. To arrange for a calm and efficient plan for parents/guardians to retrieve their children from school, should it be necessary, following a disaster.

To meet these objectives, in the event a disaster should occur when children are at school, the following action plan would be implemented.

Initial Response to Emergencies

School personnel are usually first on the scene of an emergency situation within the school. They will normally take charge and remain in charge of the emergency until it is resolved and will transfer command and incident management to the appropriate emergency responder agency with legal authority to assume responsibility. They will seek guidance and direction from local officials and seek technical assistance from state and federal agencies and industry where appropriate. **However, at no time will school officials transfer responsibility for student care.**

When an emergency situation occurs, school personnel must quickly determine what initial response actions are required. Determining the appropriate actions to take is a three-step process:

1. identify the type of emergency;
2. identify the level of emergency; and
3. determine immediate action(s) that may be required. Each of these steps is discussed in the following sections.

Identify Type of Emergency

The first step in responding to an emergency is to determine the *type* of emergency that has

occurred. Emergency procedures for the types of emergencies listed below are provided herein.

- Fire on School Grounds
- Earthquake
- Bomb Threat
- Intruder, Hostage Taking, Lockdown
- Severe Weather
- Extended Power Loss
- Poisoning, Chemical Spills, Hazardous Materials
- Biological or Chemical Attack
- Radiation Threat
- Armed Assault on Campus
- Drive-by Shooting
- Air Pollution / Smog
- Fallen Aircraft
- Explosion
- Unlawful Demonstration/Walkout
- Emergency phone numbers can be found at Appendix H.

In identifying the type of emergency, Voices will follow the Homeland Security Advisory Recommendation, as necessary.

Identify Level of Emergency

The second step in responding to an emergency is to determine the *level* of the emergency. For schools, emergency situations can range from a small fire to a major earthquake. To assist schools in classifying emergency situations, a three-tiered rating system is described below.

Level 1 Emergency: A *minor* emergency that is handled by school personnel without assistance from outside agencies, e.g., a temporary power outage, a minor earthquake, or a minor injury in the play yard.

Level 2 Emergency: A *moderate* emergency that requires assistance from outside agencies, such as a fire or a moderate earthquake, or a suspected act of terrorism involving the dispersion of a potentially hazardous material, e.g., “unknown white powder”.

Level 3 Emergency: A *major* emergency event that requires assistance from outside agencies such as a major earthquake, civil disturbance or a large-scale act of terrorism. For Level 3 emergencies, it is important to remember that the response time of outside agencies may be seriously delayed.

Notification Procedures

1. In case of an emergency at any school facility, the flow of information after calling 911, shall be from the school principal to the Voices Team Z office. Information should include the nature of the incident and the impact on the facility, students and staff.
2. In the event of a fire, anyone discovering the fire shall activate the building fire alarm system. Unless there is a lockdown incident or a shelter in place incident in progress, the building shall be evacuated. In the event that a lockdown or shelter-in-place incident is in progress, the evacuation shall be limited to the area immediately in danger from the fire.
3. In the event the Voices main office is in receipt of information, such as a weather warning that may affect a school within Voices, the information shall be provided to the school principal.

Determine Immediate Response Actions

Once the type and extent of an emergency have been identified, school personnel can determine if an *immediate response action* is required. The principal/designee will be responsible for activating the school emergency operations plan and the initial response. The most common immediate response actions initiated during school emergencies are:

- Duck and Cover
- Shelter-In-Place
- Lockdown
- Evacuate Building
- Off-Site Evacuation
- All Clear

Immediate Response Actions

Duck and Cover
This action is taken to protect students and staff from flying or falling debris.

Description of Action

1. This action is to be taken immediately in case of an earthquake once shaking is perceived by the teachers and staff, even without the initial announcement by the principal.
2. If possible, the principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal

or designee will use other means of communication, i.e., sending messengers to deliver instructions. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. AS YOU ARE AWARE, WE ARE EXPERIENCING SOME SEISMIC ACTIVITY. FOR EVERYONE'S PROTECTION, ALL STUDENTS SHOULD FOLLOW STAFF DUCK AND COVER PROCEDURES, WHICH MEANS YOU SHOULD BE IN A PROTECTED POSITION UNDER A TABLE OR DESK, AWAY FROM WINDOWS AND ANYTHING THAT COULD FALL AND HURT YOU. HOLD THIS POSITION UNTIL THE SHAKING STOPS OR YOU ARE GIVEN FURTHER INSTRUCTIONS."

3. If inside, teachers will instruct students to duck under their desks and cover their heads with their arms and hands.
4. If outside, teachers will instruct students to drop to the ground, place their heads between their knees, and cover their heads with their arms and hands.
5. Teachers and students should move away from windows.

Shelter-in-Place

This action is taken to place and/or keep students indoors in order to provide a greater level of protection from airborne contaminants in outside air. Shelter-in-Place is implemented when there is a need to isolate students and staff from the outdoor environment, and includes the shutdown of classroom and/or building HVAC systems. During Shelter-in-Place, no one should be exposed to the outside air.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building. However, classes in bungalows and buildings with exterior passageways will have to remain in the classroom.

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. BECAUSE WE HAVE RECEIVED INFORMATION REGARDING A HAZARD IN THE COMMUNITY, WE ARE INSTITUTING SHELTER-IN-PLACE PROCEDURES. REMEMBER, THIS MEANS STUDENTS AND STAFF ARE TO REMAIN INSIDE THE BUILDING AWAY FROM OUTSIDE AIR WITH WINDOWS AND DOORS SECURELY CLOSED AND AIR CONDITIONING UNITS TURNED OFF. ALL STUDENTS AND STAFF THAT ARE OUTSIDE ARE TO IMMEDIATELY MOVE TO THE PROTECTION OF AN INSIDE ROOM. AS SOON AS WE HAVE FURTHER INFORMATION, WE WILL SHARE IT WITH YOU."

2. If inside, teachers will keep students in the classroom until further instructions are given.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers should consider the location and proximity of the identified hazard and, if necessary, proceed to an alternative indoor location.
4. Teachers are responsible to secure individual classrooms whereas the Business Manager will assist in completing the procedures as needed: shut down the classroom / building(s) HVAC system; turn off local fans in the area; close and lock doors and windows; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.

Lockdown (or "Code Red")

This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lockdown, students are to remain in the classrooms or designated locations at all time.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building.

For campuses located in Santa Clara County, if there is an active shooter on campus, students and staff should immediately utilize the Run, Hide, Defend protocol.
**Run, Hide, Defend is to be used for students in 3rd grade and above. For 2nd grade and below, the appropriate response should be determined by on-scene school staff.
** A predetermined meeting point should not be established

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., PHONES, TEXT, ETC. DO NOT SEND messengers to deliver instructions IN CODE RED SITUATION. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE HAVE AN EMERGENCY SITUATION AND NEED TO IMPLEMENT LOCKDOWN PROCEDURES. TEACHERS ARE TO LOCK CLASSROOM DOORS AND KEEP ALL STUDENTS INSIDE THE CLASSROOM UNTIL FURTHER NOTICE. DO NOT OPEN THE DOOR UNTIL NOTIFIED BY AN ADMINISTRATOR OR LAW ENFORCEMENT. IF OUTSIDE, STUDENTS AND STAFF ARE TO PROCEED INSIDE TO THE NEAREST BUILDING OR CLASSROOM."

2. If inside, teachers will instruct students to lie on the floor, lock the doors, and close any shades or blinds if it appears safe to do so.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium).
4. Custodian will check and lock all bathrooms.
5. Teachers and students will remain in the classroom or secured area until further instructions are given by the principal or law enforcement.
6. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel, shall be allowed on campus.

Evacuate Building

This action is taken after the decision is made that it is unsafe to remain in the building.

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the Principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE NEED TO INSTITUTE AN EVACUATION OF ALL BUILDINGS. TEACHERS ARE TO TAKE THEIR STUDENTS TO THE ASSEMBLY AREA AND REPORT TO THEIR DESIGNATED AREA. STUDENTS ARE TO REMAIN WITH THEIR TEACHER. TEACHERS NEED TO TAKE THEIR ROLLBOOK AND LOCK THE

CLASSROOM WHEN ALL STUDENTS HAVE EXITED THE CLASSROOM."

2. The principal or designee will initiate a fire alarm.
3. Teachers will instruct students to evacuate the building, using designated routes, and assemble in their assigned *Assembly Area*.
4. Teachers will take the student roster when leaving the building and take attendance once the class is assembled in a safe location.
5. Once assembled, teachers and students will stay in place until further instructions are given.

Off-Site Evacuation

This action is taken after a decision is made that it is unsafe to remain on the campus, and evacuation to an off-site assembly area is required.

Description of Action

1. The principal or designee will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE NEED TO INSTITUTE AN OFF-SITE EVACUATION. TEACHERS ARE TO TAKE THEIR STUDENTS TO THE OFF-SITE ASSEMBLY AREA AND REPORT TO THEIR DESIGNATED AREA. STUDENTS ARE TO REMAIN WITH THEIR TEACHER. TEACHERS NEED TO TAKE THEIR ROLLBOOK AND LOCK THE CLASSROOM WHEN ALL STUDENTS HAVE EXITED THE CLASSROOM."

2. The principal or designee will determine the safest method for evacuating the campus. This may include the use of school buses or simply walking to the designated off-site location. The off-site assembly areas are indicated on the Evacuation Map.
3. Teachers will secure the student roster when leaving the building and take attendance once the class is assembled in a pre-designated safe location.
4. Once assembled off-site, teachers and students will stay in place until further instructions are given.
5. If the event clearance is received from appropriate agencies, the principal or designee may authorize students and staff to return to the classrooms.

Staff Responsibilities:

Principal
- Orders evacuation via all-call systems and with the bell system.
- Takes student accounting as classes leave the school site.
- Does a final check of buildings and leaves for the evacuation site.
- Communicates with Designee as needed

Principal's Designee
- Takes student accounting as classes leave the school building.
- Does a final check of buildings and leaves for the evacuation site.
- Communicate with the principal as needed.

Teachers
- Teachers prepare to evacuate by:
- Getting an Emergency **Backpack.**
- Turning **off** air/heating.
- Taking student count before exiting the room.
- Students ***take*** jackets, but ***leave*** backpacks, etc.
- Walk class in an orderly and quiet manner to the assigned evacuation point.

Custodian
- Evaluates overall campus condition and takes precautionary action.
- Take necessary emergency precautions with gas, electricity, etc.
- Reports to principal or designee when the preceding actions are complete.

Adaptations for Students with Disabilities

Students with known disabilities should have emergency response accommodations noted in their 504 or IEP to indicate additional assistance that may need to be implemented in case of various emergencies covered by this safety plan. Students with known disabilities will also have a pre-designated location in their classrooms that are reserved for them during lockdown, shelter-in-place, and earthquakes.

In the event of an emergency, students with disabilities may have an additional staff person assigned to their classroom to carry out accommodations and assistance with disaster response procedures. The additional staff person will assist the student and teacher during the emergency response.

General Strategies for Assisting Individuals with Disabilities During an Emergency

The needs and preferences of non-ambulatory individuals will vary. Those at ground floor locations may be able to exit without help. Others may have minimal ability to move, and lifting may be dangerous. Some non-ambulatory people also have respiratory complications. Remove them from smoke and vapor immediately.

To alert visually impaired individuals

- ❑ Announce the type of emergency.
- ❑ Offer your arm for guidance.
- ❑ Tell the person where you are going, obstacles you encounter.

When you reach safety, ask if further help is needed.

To alert individuals with hearing limitations

- ❑ Turn lights on/off to gain a person's attention -OR-
- ❑ Indicate directions with gestures -OR-

Write a note with **EVACUATION** directions.

To evacuate individuals using crutches, canes or walkers

- ❑ **Evacuate** these individuals as injured persons.
- ❑ Assist and accompany to **EVACUATION** site, if possible -OR-
- ❑ Use a sturdy chair (or one with wheels) to move person -OR-

Help carry individuals to safety.

To evacuate individuals using wheelchairs

- ❑ Give priority assistance to wheelchair users with electrical respirators.
- ❑ Most wheelchairs are too heavy to take downstairs; consult with the person to determine the best carry options.

Reunite the person with the wheelchair as soon as it is safe to do so.

All Clear

This action is taken to notify teachers that normal school operations can resume.

Description of Action

1. The principal or designee will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal or designee will use other means of communication, i.e., sending messengers to deliver instructions.

"YOUR ATTENTION PLEASE. IT IS NOW SAFE TO RETURN TO YOUR CLASSROOM AND RESUME NORMAL OPERATIONS. I WOULD LIKE TO THANK AND COMMEND STUDENTS AND STAFF FOR THEIR COOPERATION."

2. This action signifies the emergency is over.
3. If appropriate, teachers should immediately begin discussions and activities to address students' fears, anxieties, and other concerns.

Training and Exercise

Voices understands the importance of training, drills, and exercises in the overall emergency management program. To ensure that school personnel and community first responders are aware of their duties and responsibilities under the school plan and the most current procedures, the following training, drill and exercise actions will occur.

1. Training and refresher training sessions shall be conducted for all school personnel. In case of academic staff, training should coincide with the Summer Professional Development. Training for the remainder of the support staff shall be held at a time during the school year that will allow for maximum attendance. Records of the training provided including date(s), type of training and participant roster will be maintained.
2. Information addressed in these sessions will include updated information on plans and/or procedures and changes in the duties and responsibilities of plan participants. Discussions will also center on any revisions to additional materials. Input from all employees is encouraged.
3. Voices will plan for 1) Earthquake, 2) Fire and 3) Evacuation drills 4) Code Red.

This plan addresses emergency actions that are conducted during all four phases of emergency management.

Note Regarding Code Red Drills

Education Code section 32282, subdivision (a)(2)(K), restricts the drill procedures that can be used to prepare students for active shooter situations. Accordingly, whenever a Code Red drill is held to prepare students for responding to an active shooter, those drills shall be designed to comply with the following features:

(1) Code-Red/Lockdown drills shall not be "high-intensity" drills, meaning they shall not include simulations that mimic an actual school shooter or other armed assailant, such as by using theatrical makeup, fake blood, actors, or participation of students in acting out active resistance to an assailant.

(2) The drill shall not use real weapons, gunfire blanks, or explosions.
(3) The drill shall be designed pursuant to a trauma-informed approach, meaning:
    (a) It shall be age and developmentally appropriate in content and terminology, as determined in consultation with school-based mental health professionals;
    (b) Advance notice of the drill (and its expected length of time) shall be provided to parents and guardians, teachers, administrators, and school personnel;
    (c) It shall offer the opportunity for parents/guardians to opt their students out of participation;
    (d) An announcement of the drill shall be given before and after the drill;
    (e) A notice shall be given to parents/guardians after the drill has concluded; and
    (f) The school shall provide contact information for community-based resources to parents/guardians, pupils, and staff who are negatively impacted by the drills.

Mitigation/Prevention

Voices will conduct mitigation/prevention activities as an integral part of the emergency management program. Mitigation/prevention is intended to eliminate hazards and vulnerabilities, reduce the probability of hazards and vulnerabilities causing an emergency situation, or lessen the consequences of unavoidable hazards and vulnerabilities. Mitigation/prevention should be a pre-disaster activity, although mitigation/prevention may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Among the mitigation/prevention activities included in the emergency operations program are:

1. Identifying hazards
2. Recording hazards
3. Analyzing hazards
4. Mitigating/preventing hazards
5. Monitoring hazards
6. Security Audit

Preparedness

Preparedness activities will be conducted to develop the response capabilities needed in the event of an emergency. Among the preparedness activities included in the emergency operations program are:

1. Providing emergency equipment and facilities.

2. Emergency planning, including maintaining this plan.
3. Involving emergency responders, emergency management personnel, other local officials, and volunteer groups who assist this school during emergencies in training opportunities.
4. Conducting periodic drills and exercises to test emergency plans and training.
5. Completing an After Action Review after drills, exercises and actual emergencies.
6. Revise plan as necessary.

Please refer to Appendix I for the School Crisis Response Box Checklist.

Response

Voices will respond to emergency situations effectively and efficiently. The focus of most of this plan is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation quickly, while minimizing casualties and property damage. Response activities include warning, first aid, light fire suppression, law enforcement operations, evacuation, shelter and mass care, light search and rescue, as well as other associated functions.

Recovery

If a disaster occurs, Voices will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the school and provide for the basic needs of the staff and students. Long-term recovery focuses on restoring the school to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to students, families and staff. Examples of recovery programs include temporary relocation of classes, restoration of school services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged stadiums and athletic facilities.

Emergencies Occurring During Summer or Other School Breaks

If a school administrator is notified of an emergency during the summer, the response usually will be one of limited school involvement. In that case, the following steps should be taken:

1. Disseminate information to the principal/designee, the Business Manager, and the parent liaison.
2. Identify close friends/staff most likely to be affected by the emergency. Keep the list and recheck it when school reconvenes.
3. Notify staff or families of students most likely to be affected by the emergency and recommend community resources for support.

4. Notify general faculty/staff by letter or telephone with appropriate information.
5. Schedule a faculty meeting for an update the week before students return to school.
6. Be alert for repercussions among students and staff.

When school reconvenes, check the core group of friends and other at-risk students and staff, and institute appropriate support mechanisms and referral procedures.

Evacuation Routes

Evacuation route maps have been posted in each work area.

Beyond planning for daily ingress/egress routes and emergency evacuation routes, schools must plan for assisting students, staff and visitors with disabilities. Under the Americans with Disabilities Act of 1990, individuals who are deaf/hard of hearing, blind/partially sighted, mobility impaired and/or cognitively/emotionally impaired must be assisted.

In the event of an airborne chemical or biological release, it is safest for students and staff to remain indoors at the school site.

Special Information For Parents

Telephones/Communications

In the event of an earthquake, flood or other natural disaster, keep your radios tuned to your local radio station for advisory information. Please do not call the school as we must have the lines open for emergency calls.

In the event of an emergency, we will share information with families via the school's automated communications system. Please make sure your updated contact information is in our system.

"YOUR ATTENTION PLEASE. THIS IS (NAME & TITLE) WITH AN IMPORTANT MESSAGE CONCERNING ALL OF VOICES COLLEGE-BOUND LANGUAGE ACADEMIES. AS YOU ARE AWARE, WE ARE EXPERIENCING SOME SEISMIC ACTIVITY. FOR EVERYONE'S PROTECTION, KEEP YOUR RADIOS TURNED TO YOUR LOCAL RADIO STATION FOR ADVISORY INFORMATION. PLEASE DO NOT CALL THE SCHOOL AS WE MUST HAVE THE LINES OPEN FOR EMERGENCY CALLS. WE WILL UPDATE YOU AS SOON AS WE HAVE FURTHER INFORMATION."

Dismissal

Should there be a major earthquake or other disaster, children will remain under the supervision of school authorities until parents or responsible adults can pick them up.

Student Release Procedure

1. Go directly to the entrance of the school or evacuation area.
2. Inform the teacher, aide or adult responsible for that classroom that you are taking the child from the class line.
3. Proceed with the child back to Student Release Tables to sign a Student Release/Runner Form (Appendix K) form for each child you are taking. Do not remove your child or any other child from school without signing the emergency release form. This provides us a record of where each child is if someone else arrives later looking for the child.
4. Unless you are staying to volunteer, please leave as quickly as possible after signing out your child.
5. Adults will be needed to help with first aid, dismissing students, helping with classes, monitoring traffic, etc. If you are able to volunteer to help, go directly to the Command Center (Appendix L) where the Business Manager will give you an assignment. Volunteers should leave children with their classes and not sign student release form(s) until they are ready to leave.

If You Can't Get to the School

Should a major disaster occur, it is likely that many parents will not be able to reach the school right away. If conditions make it necessary, we will release your child to the adult indicated on your child's Emergency Release form. We will keep a written record of the child and the adult to whom the child has been released.

The school principal or teacher in charge will determine the need to leave the building. In the event the building cannot be reoccupied or if a fire requires evacuation of the school, the students will be transferred to the nearest available safe shelter.

If the children are caught in a disaster between home and school, it is recommended that they go immediately to school.

Responding to Emergencies

The following pages outline how staff should respond in the event of specific emergency situations:

Fire

When the fire is discovered:

- Activate the nearest fire alarm (if installed)
- Notify the local Fire Department by calling: **911**
- If the fire alarm is not available, notify the site personnel about the fire emergency: Call Teachers' 2-way radio

Evacuation Process for Teachers:

1. Get emergency backpack
2. Get your class roster (clipboard).
3. Get the evacuation map (clipboard).
4. Count your students before you leave the room.
5. Close your door upon exiting the room.
6. Zero noise is to be adhered as the class walks to and waits at the Assembly Area.
7. Take roll at the Assembly Area.
8. Listen for direction from the principal.

The School needs to:

1. Notify the Fire Department by dialing 911. The Fire Department is to be notified of any fires larger in size than a wastebasket. The Fire Department should be given the following information:

Voices Morgan HIll
16505 Monterey Road
Morgan Hill, CA 95037
(408) 791-1700

Voices Franklin McKinley
715 Hellyer Avenue
San Jose, CA 95111
(408) 361-1960

Voices Mount Pleasant
14271 Story Road
San Jose, CA 95127
(408) 571-6404

Voices West Contra Costa
201 28th Street,
Richmond, CA 94804
(510) 480-0540

Voices Stockton
321 E Weber Ave
Stockton, CA 95202
(209)-455-5162

a. Exact location of the fire within the building

2. Have students and staff evacuate the building in accordance with established procedures.

Fight the fire ONLY if:

- The fire department has been notified; The fire extinguisher is in working condition
- The fire is small and is not spreading to other areas
- Escaping the area is possible by backing up to the nearest exit

Upon being notified about the fire:

- Leave the building using the designated escape routes
- Assemble in the designated area (see evacuation map)
- Remain outside until directed that it is safe to reenter

Business Manager and school support staff must:

- Disconnect utilities & equipment unless doing so jeopardizes his/her safety
- Coordinate an orderly evacuation of personnel
- Perform an accurate headcount of personnel reported to the designated area
- Determine a rescue method to locate missing personnel
- Provide the Fire Department personnel with the necessary info about the facility
- Perform assessment & coordinate weather forecast office emergency closing procedures

School support staff must:

- Ensure that all employees have evacuated the area / floor
- Report any problems to the principal/designee at the assembly area
- Assist all physically challenged employees and students in emergency evacuation

*****The principal/designee is the ONLY PERSON authorized to sign out a child in the event of ANY**

emergency***

Scenario 1: Fire In Surrounding Area

This procedure addresses the situation where a fire is discovered in an area adjoining the school. The initiated response actions should take into consideration the location and size of the fire, its proximity to the school and the likelihood that the fire may affect the school.

Procedure

- The principal/designee will initiate the appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, LOCKDOWN, EVACUATE BUILDING or OFF-SITE EVACUATION.
- The principal/designee will notify “911” and will provide the location and nature of the emergency.
- The principal/designee will instruct the Business Manager to prevent students from approaching the fire and keep routes open for emergency vehicles.
- The principal/designee will contact the local fire department and will work with the fire department to determine if school grounds are threatened by the fire, smoke, or other hazardous conditions.
- If the principal/designee issues the EVACUATE BUILDING action, staff and students will evacuate the affected building(s) using prescribed routes or other safe routes to the Assembly Area.
- In the event of an evacuation, teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
- The principal/designee will keep a battery-powered radio tuned to a local radio station for emergency information.
- As appropriate, the principal/designee will activate the BrightArrow Parent Alert System.
- The principal/designee will notify Team Z of the emergency situation.
- The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

Fire On School Grounds

This procedure addresses situations where a fire is discovered on school grounds. A quick response to this situation is very important to prevent injuries and further property damage.

Procedure

1. Upon discovery of a fire, teachers or staff will direct all occupants out of the building, signal the fire alarm, and report the fire to the principal/designee.

2. The principal/designee will immediately initiate the EVACUATE BUILDING action. Staff and students will evacuate buildings using the prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
4. The principal/designee will call “911” and will provide the exact location (e.g., building, room, area) of the fire.
5. Attempt to suppress fires and initiate rescue procedures until the local fire department arrives ONLY if the fire is small and is not spreading to other areas and/or escaping the area is possible by backing up to the nearest exit.
6. The Business Manager will secure the area to prevent unauthorized entry and keep access roads clear for emergency vehicles.
7. A School Administrator will direct the fire department to the fire and brief fire department official on the situation.
8. The Business Manager will notify the appropriate utility company of damages.
9. The principal/designee will notify Team Z of the fire.
10. Any affected areas will not be reopened until the Santa Clara, Contra Costa, or San Joaquin County Fire Department or appropriate agency provides clearance and the principal/designee issues authorization to do so.
11. For fires during non-school hours, the principal/designee and Team Z will determine if the school will open the following day.
12. All fires, regardless of their size, which are extinguished by school personnel, require a call to the Fire Department to indicate “fire is out.”

Earthquake Procedure

What to Expect During an Earthquake

The first indication of a damaging earthquake may be a gentle shaking, the swaying of hanging objects or the sound of objects wobbling on shelves. You may be jarred by a violent jolt. You may hear a low, loud, rumbling noise and then feel shaking, making it very difficult to move from one place to another. The following may occur:

- Freestanding bookshelves may topple
- Wall-mounted objects may loosen and fall
- Suspended ceiling components may fall, causing others to come down with them
- Door frames may be bent by moving walls and may jam doors shut
- Moving walls may bend window frames, causing glass to shatter, sending dangerous shards into the room
- The accompanying noise may cause considerable stress

During an actual earthquake, the signal to begin the emergency procedure is the sensation of severe quaking.

If you are NOT told to Evacuate, each teacher needs to:

Take cover under a sturdy desk or table, in a doorway, or against an inside wall until the shaking stops. Give the DROP AND COVER command.

DUCK, or **DROP** down on the floor.

Take **COVER** under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.

HOLD onto the furniture and be prepared to move with it.
Stay in this position for at least one minute or, in a real situation, until shaking stops.

After shaking stops, check for injuries, and render first aid.
If you are instructed to evacuate, each teacher needs to:

1. Get your class roster (backpack).
2. Get the evacuation map (backpack).
3. Count your students before you leave the room.
4. Be last to leave the classroom but once out of the room get to the front of the student line.
5. Ensure that your door is open upon exiting the room.
6. Bring your emergency backpack to the outdoor Assembly Area.
7. Zero noise is to be adhered as the class walks to and waits

Staff Responsibilities

The staff responsibilities during an earthquake are slightly different from the responsibilities during a fire drill. Please read the following carefully:

Principal or designee	Initiates fire/evacuation drill. Evacuates students. Evaluates overall campus condition and takes precautionary action. Determines if conditions warrant forming a search and rescue team to find missing students. Determines when it is safe to return to class. Follow fire / evacuation written procedures at appropriate times.

Business Manager	Calls 911. Follow fire / evacuation drill procedures at appropriate times.
Custodian	Evaluates overall campus condition and takes precautionary action. Take necessary emergency precautions with gas, electricity, etc. Reports to principal when the preceding actions are complete.
Teachers	Initiate ***drop and cover*** procedures. Follow fire/evacuation drill procedures at appropriate times.
Students	Respond to the earthquake drill in a quick, calm and orderly manner. Listen and respond quickly to all instructions from staff.
Other Personnel	Drop and cover procedures. Follow fire/evacuation plan at appropriate time. Support teachers, assist students

Re-entry into Classrooms

The principal/designee will consider the severity of the emergency. If deemed safe, students will re- enter the campus. In **drill** situations, the announcement: "**All Clear**" will be announced on the PA System/Two-way radio .

Procedures of Injured Parties

In the event that the emergency situation warrants a lockdown of the campus, injured parties should be taken to the cafeteria or designated triage area.

Release of Staff

Once the student body is as safe and secure as possible, teachers will remain with their students until the principal or designee releases staff to attend to personal situations, families and home. ***Building evacuation following an earthquake is vital due to secondary hazards (explosions, fire, etc.)***

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

****The principal/designee is the only person who may check out a child in the case of any emergency.****

Bomb Threat

General Information

Every person answering the telephone must understand the importance of a calm and reasonable action when a bomb threat is received. Information obtained by that person might be of great importance! Please see Appendix J for the Telephone Bomb Threat Reporting Procedure.

Person Receiving the Threat

Attempt to keep the caller on the line. Get as much information as possible from the caller. Refer to Bomb Threat Reporting Procedure and record appropriate data.

Immediately after receiving the threat, report all information to the principal or closest designee to the office. The principal or designee will coordinate procedures and make reports to the proper authorities.

Staff Responsibilities

Principal

- Assumes command of the crisis until replaced by the fire department/Sheriff's Department**.**
- Uses the bell system to signal (short bells in series) and the all-call system to announce,

"Your attention please. Your attention please. Evacuate the building – Evacuate the building."

- With the Business Manager or custodian, makes a search of the entire campus.
- Upon consultation with law enforcement/fire department (usually after inspection by law enforcement) declares the buildings to be unsafe.
- If school buildings are deemed unsafe, students will be transported (Directed Transportation) and parents will be notified.
- If the campus is inspected and declared safe, students will re-enter classrooms.

Principal's Designee

- Searches the office and reports any relevant information to the principal.
- Reports to the principal and assists as necessary.

Teachers

- Make a prompt visual search of the classroom and report any relevant information to the administration by phone, (missing students.)

- If a teacher receives a bomb threat refer to the bomb threat reporting checklist.
- Call the office and inform them of the threat. Office to call 911.
- If evacuation is ordered, **take students** to the designated evacuation area along with an emergency **backpack**.
- Leave the room unlocked and turn off lights as you leave.

Custodian

- Check all restrooms and perimeters around buildings, back and side gates.
- In the event the custodial staff is not on campus for any reason, the following backup plan will be followed: The **principal** and **principal's designee** will split the duties of the custodian.
- Will lock all gates

Intruder / Hostage Taking / Lockdown Procedure (Code Red)

If someone enters the school grounds or buildings with a deadly weapon:

1. Avoid confronting the student or gunman.
2. Notify the School principal, or his/her designee, or school office immediately.
3. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.

The school principal, or his/her designee, should follow these guidelines:

1. Notify law enforcement immediately.
2. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.
3. Determine the level of threat. If the level of threat is high, call for additional backup.
4. Attempt to get the weapon from the gunman or student through negotiation, or take other appropriate action with the aid of local law enforcement.
5. If the level of threat is low, call the student to the office and have law enforcement take the appropriate action.

In case there is a HOSTAGE SITUATION at the school, staff should:

1. Stay Calm / Do NOT be a Hero
2. Follow instructions of the captor.
3. Cooperate; be friendly if possible; don't argue with or antagonize captor or other hostages.
4. Inform captors of medical or other needs.
5. Be prepared to wait; elapsed time is a good sign.
6. Don't try to escape; don't try to resolve the situation by force.

7. Be observant and remember everything that is seen or heard.
8. If a rescue takes place, lie on the floor and await instructions from rescuers.
9. The school principal, or his/her designee, should be responsible for the following:
10. Immediately notify law enforcement.
11. Move other students and teachers completely away from those who are in the hostage situation.
12. Keep everyone as calm as possible.
13. Be prepared to answer questions from the family.

Lockdown Procedure

If someone enters the school grounds or buildings with a deadly weapon, the staff should follow these guidelines:

1. Avoid confronting the student or gunman.
2. Notify the school principal, or his/her designee, or school office immediately.
3. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.

The school principal, or his/her designee, should follow these guidelines:

1. Notify law enforcement immediately.
2. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.
3. Determine the level of threat. If the level of threat is high, call for additional backup.
4. Give the "Lockdown Order" to all Teachers.

Classroom Teacher Should:

1. Lock the classroom door when the "Lockdown Order" is given.
2. Barricade the door and any entrance to the classroom
3. Build a separate barricade for the students to hide behind
4. Quiet the students
5. Take roll
6. Wait for the "All Clear" order

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Armed Assault on Campus

An **Armed Assault on Campus** involves one or more individuals who attempt to take hostages or cause physical harm to students and staff. Such an incident may involve individuals who possess a

gun, a knife or other harmful device.

Procedure

1. Upon first indication of an armed assault, personnel should immediately call "911" and then notify the principal/designee.
2. The principal/designee will initiate the appropriate Immediate Response Action(s), which may include SHELTER-IN-PLACE, LOCKDOWN, EVACUATE BUILDING or OFF-SITE EVACUATION.
   For campuses located in Santa Clara County, if there is an active shooter on campus, students and staff should immediately utilize the Run, Hide, Defend protocol.
   **Run, Hide, Defend is to be used for students in 3rd grade and above. For 2nd grade and below, the appropriate response should be determined by on-scene school staff.
   ** A pre-determined meeting point should not be established
3. The principal/designee will call "911" and provide the exact location and nature of the incident. The principal/designee should designate a person to remain online with Police if safe to do so. If there is an assigned officer on campus, they shall be notified.
4. Staff should take steps to calm and control students, and if safe to do so, attempt to maintain separation between students and the perpetrator.
5. Staff should maintain order in all areas of assembly or shelter, and should await the arrival of law enforcement.
6. After the perpetrator(s) has been neutralized, the principal/designee will conduct a headcount of students and staff, and will notify law enforcement of any missing persons.
7. The school staff will work with local authorities to ensure injured students and staff receive medical attention.
8. The Business Manager will control all points of entry to the school.
9. The principal/designee will prepare a verified list of casualties, and the locations to which they were transported. The Principal/designee will work with the local Police Department to ensure the notification of parents and family members.
10. All media inquiries will be referred to the principal/designee and local Police Department.
11. The principal/designee will debrief staff and school police officers.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Drive-by Shooting

With the availability of weapons and the increase in gang activity, it is possible that a drive-by shooting could occur at or near a school site. The immediate concern is the safety of students and

staff.

If you suspect that shots may have been fired from a passing vehicle:

1. Have staff and students lie flat on the ground and keep as low as possible.
2. If safe, look at the vehicle, try to identify:
    a. License plate number
    b. Type of vehicle
    c. Occupants
    d. Weapons

Immediately after the vehicle is gone:

1. Contact School Office
2. Office Staff will call 911
3. Principal/Designee will order Secure Building
4. Assess injuries, if any.
5. Have students move safely and quickly to their classrooms.
6. Do not move those seriously injured unless imminent danger exists. If the injured are ambulatory, move them to a safe shelter.
7. Immediately notify the office of the situation and report the extent of any injuries.
8. Stay with the injured until emergency services arrive.
9. Assist the authorities with as much detail as possible.
10. Alert Team Z of the incident.
11. If the media arrives, they should be directed to the CEO.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Severe Weather

Flood

If Indoors:

- Be ready to evacuate as directed by the principal and/or the designated official
- Follow the recommended primary or secondary evacuation routes

If Outdoors:

- Climb to high ground and stay there
- Avoid walking or driving through flood water
- If car/bus/van stalls, abandon it immediately and climb to a higher ground

Tornado

- When a warning is issued by sirens or other means, seek inside shelter. Consider the following safe places:
  - Small interior rooms on the lowest floor and without windows
  - Hallways on the lowest floor away from doors and windows
  - Rooms constructed with reinforced concrete, brick or no windows
  - Stay away from outside walls & windows
  - Use arms & protect head & neck
  - Remain sheltered until the tornado threat is announced to be over

Extended Power Loss

In the event of extended power loss to a facility certain precautionary measures should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and affecting sensitive equipment
- Facilities with freezing temperatures should turn off and drain the following lines in the event of a long term power loss:
  - Fire sprinkler system
  - Standpipes
  - Potable water lines
    - Toilets
- Equipment that contain fluids that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids or provided with auxiliary heat sources

Upon Restoration of Heat & Power:

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensation from forming on circuitry
- Fire and potable water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on

Poisoning, Chemical Spills, Hazardous Materials Safety

Poisoning

If a student ingested a poisonous substance:

- Call **Poison Control Center Link Line 1-800-222-1222**. Take appropriate first aid measures.
- Call parents.
- Notify principal/designee.

When a large chemical spill has occurred:

- Immediately notify the principal or his/her designee
- Contain the spill with available equipment
- Secure the area & alert other site personnel
- Do not attempt to clean the spill unless trained to do so
- Attend to injured personnel & call the medical emergency number if required
- Call a local spill cleanup company or the Fire Department to perform a large chemical spill cleanup
- Evacuate building as necessary

When a small chemical spill has occurred:

- Notify the principal or his/her designee
- If toxic fumes are present, secure the area to prevent other personnel/students from entering
- Small spills must be handled in a safe manner, while wearing the proper PPE
- Review general spill cleanup procedures

Name of Spill Cleanup Company: **County of Santa Clara – Dept. of Environmental Health (408) 918-3400, Contra Costa Health Services (408) 925-335-3200, San Joaquin County - Dept. of Environmental Health (209) 468-3439**

Hazardous Substances

Hazardous Substances include the following, but is not limited to the following:

Gasoline	Lacquer Thinner
Solvents	Paint
Motor Oil	Agricultural Spray
Diesel Fuel	Paint Thinner

Kerosene Stain

Anti-Freeze Brake Fluid

Airborne Gasses/Fumes

Always call for assistance and:

- Extinguish all ignition sources
- Shut off main emergency switch to fuel pump, if appropriate
- Move appropriate fire extinguishing equipment to area
- If possible, contain the spill to prevent further contamination

Move people/personnel away or evacuate from contaminated area

Biological / Chemical Attack

A **Biological or Chemical Release** is an incident involving the discharge of a biological or chemical substance in a solid, liquid or gaseous state. Such incidents may also include the release of radioactive materials. Common chemical threats within or adjacent to schools include the discharge of acid in a school laboratory, an overturned truck of hazardous materials in proximity of the school, or an explosion at a nearby oil refinery or other chemical plant.

The following indicators may suggest the release of a biological or chemical substance: Multiple victims suffering from watery eyes, twitching, choking or loss of coordination, or having trouble breathing. Other indicators may include the presence of distressed animals or dead birds.

This procedure deals with three possible scenarios involving the release of biochemical substances: Scenario 1 - Substance released inside a room or a building; Scenario 2 - Substance released outdoors and localized; and Scenario 3 - Substance released in the surrounding community. It is necessary to first determine which scenario applies and then implement the appropriate response procedures listed below.

Procedure

Scenario 1: Substance Released Inside a Room or Building

1. The principal/designee will initiate the EVACUATE BUILDING action. Staff will use designated routes or other alternative safe routes to an assigned Assembly Area, located upwind of the affected room or building.
2. The principal/designee will call “911” and the **California Emergency Management**

Agency, State Warning Center 1-800-852-7550 and will provide the exact location (e.g., building, room, area) and nature of emergency.

3. The principal/designee will notify Team Z of the situation.
4. The principal/designee will instruct school staff to isolate and restrict access to potentially contaminated areas.
5. The Business Manager will turn off local fans in the area of the release, close the windows and doors, and shut down the building's air handling system.
6. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated "topically" by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). The Business Manager should assess the need for medical attention.
7. The Business Manager will prepare a list of all people in the affected room or contaminated area, specifying those who may have had actual contact with the substance. The Business Manager will provide the list to the principal/designee and the emergency response personnel.
8. Any affected areas will not be reopened until the Santa Clara County/Contra Costa County/San Joaquin County HazMat or appropriate agency provides clearance and the principal/designee gives authorization to do so.

Scenario 2: Substance Released Outdoors and Localized

1. The principal/designee will immediately direct staff to remove students from the affected areas to an area upwind from the release. The principal/designee will, if necessary, initiate the EVACUATE BUILDING action.
2. The Business Manager will establish a safe perimeter around the affected area and ensure personnel do not reenter the area.
3. The principal/designee will call "911" and the California Emergency Management Agency, **State Warning Center 1-800-852-7550** and will provide the exact location and nature of the emergency.
4. The principal/designee will notify Team Z of the situation.
5. The Business Manager will turn off local fans in the area of the release, close the windows and doors and shut down the air handling systems of affected buildings.
6. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated "topically" by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). The Business Manager should assess the need for medical attention.
7. The Business Manager will prepare a list of all people in areas of contamination, especially those who may have had actual contact with the substance. The Business Manager will provide the list to the principal/designee and the emergency response personnel.

8. Any affected areas will not be reopened until the appropriate agency provides clearance and the principal/designee gives authorization to do so.

Scenario 3: Substance Released in Surrounding Community

1. If the principal/designee or local authorities determine a potentially toxic substance has been released to the atmosphere, the principal/designee will initiate SHELTER-IN-PLACE.
2. Upon receiving the SHELTER-IN-PLACE notification, the Business Manager will turn off local fans in the area; close and lock doors and windows; shut down all buildings' air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.
3. Staff and students located outdoors will be directed to proceed immediately to nearby classrooms or buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers should communicate their locations to the principal/designee, using the PA System/Two-way radio or other means without leaving the building.
4. The principal/designee will call "911", and the California Emergency Management Agency, State Warning Center 1-800-852-7550 and will provide the exact location and nature of the emergency.
5. The principal/designee will notify Team Z of the situation.
6. The principal/designee will turn on a radio or television station to monitor information concerning the incident.
7. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance, or staff is otherwise notified by the principal/designee.

Pandemic Influenza

During an influenza pandemic, social distancing measures to limit the spread of the disease will include limited public gathering, canceling public events and closing public gathering places including schools, in coordination with local and state officials.

The pandemic cycle may repeat multiple times for a period of up to two years.

Level III Prevention: Schools are open

- Normal School Activities with:
  - Prevention Communications
  - Prevention & Mitigation Activities
  - Pre Planning Activities
  - Implementation of disinfecting protocols
  - Implementation of individual control measures and screening
  - Implementation of physical distancing guidelines
  - Training staff & students on how to limit the spread of COVID-19 and Promoting Healthy Hygiene Practices

- Implementation of COVID-19 Testing and Reporting Procedures

Level II Preparedness: Schools prepare for closure

- Plan for Continuity of Operations
- Plan for Continuity of Education
- Communication Plans
- Home learning/work Preparation Activities

Level I Response: Schools close

- Warning Phase:
  - Social Distancing
  - Minimum Days
  - No Extra-Curricular Activities
- Schools Close
  - Implement Continuity Plans

Level III Recovery & Prevention: Schools reopen

- Return to a “new normal”
- Establish routines
- Begin psychological recovery activities

Radiation Threat

A radiation threat, often called a "dirty bomb," is the use of common explosives to spread radioactive materials over a targeted area.

- If you are outside, cover your nose and mouth and quickly go inside a building that has not been damaged.
- If you are INSIDE, close windows and doors; turn off air conditioners, heaters or other ventilation systems.
- Steps for self-decontamination:
  - REMOVE YOUR CLOTHES and put them in a sealed plastic bag.
  - WASH SKIN as thoroughly as possible with lukewarm water.
  - LISTEN TO RADIO/PA System/Two-way radio for other instructions.

Air Pollution/Smog

Individuals Whom it May Affect

It is recommended that protective measures be taken by sensitive persons. These are persons with chronic lung disease or asthma, the elderly, the chronically ill and exercising children and adults.

Protective Actions

- Avoid strenuous outdoor physical activity during an episode.

- Avoid exertion or excitement, which will increase breathing rate.
- Plan indoor activities for students.
- Outdoor activities should be restricted beginning at stage two or when the media announces a bad air day.
- Remain indoors until the episode ends. Keep doors and windows closed, as indoor concentrations of ozone are about one-half that of outdoor levels.
- Use the air conditioner to recirculate indoor air and keep cool. High temperatures may add stress to the pollutant effects.
- Avoid aerosols, dust, fumes, and other irritants. Reduce activities such as cooking or cleaning, which produce irritants to the nose, eyes, and lungs.
- Avoid traffic-congested areas where pollutants are being generated, if you must go outside.
- During air pollution seasons, use the cooler morning hours for outdoor activities.
- Expect severity of symptoms to increase as ozone levels increase (coughing, wheezing, shortness of breath, headaches, chest discomfort and pain, etc.).
- If we are notified, via the health department/Team Z, that it is unhealthful for students to be outside, you will be notified, via the all-call system, that recesses are canceled.
- We will follow the “rainy day” schedule for lunch

AQI Basics for Ozone and Particle Pollution

Daily AQI Color	Levels of Concern	Values of Index	Description of Air Quality
Green	Good	0 to 50	Air quality is satisfactory, and air pollution poses little or no risk.
Yellow	Moderate	51 to 100	Air quality is acceptable. However, there may be a risk for some people, particularly those who are unusually sensitive to air pollution.
Orange	Unhealthy for Sensitive Groups	101 to 150	Members of sensitive groups may experience health effects. The general public is less likely to be affected.
Red	Unhealthy	151 to 200	Some members of the general public may experience health effects; members of sensitive groups may experience more serious health effects.
Purple	Very Unhealthy	201 to 300	Health alert: The risk of health effects is increased for everyone.
Maroon	Hazardous	301 and higher	Health warning of emergency conditions: everyone is more likely to be affected.

Stage 1: Advisory/Alert

- MODIFY WORK PROGRAM to reduce activities that increase your respiration rate.
- REDUCE VEHICLE USE. Curtail work-related driving and carpool to and from work. Encourage students to bike, walk or carpool to school.

Stage 2: Warning

- IF AT HOME, REMAIN HOME. Sites will be closed until the principal or his/her designee is notified that the warning is terminated. Await instructions from your supervisor.
- IF AT WORK, REMAIN AT WORK until released by the principal or his/her designee.

Stage 3: Declared Emergency

- IF AT HOME, REMAIN HOME. Sites will be closed until the principal or his/her designee is notified that the emergency is over. Await instructions from your supervisor.
- IF AT WORK, REMAIN AT WORK until released by the principal or his/her designee.

Fallen Aircraft

This procedure addresses situations involving an **Aircraft Crash** on or in proximity to school property. If a crash results in a fuel or chemical spill on school property refer to the section on Biological or Chemical Release. If a crash results in a utility interruption, refer to the section on Loss of Power.

Procedure

1. The principal/designee will initiate appropriate Immediate Response Actions, which may include DUCK AND COVER, SHELTER-IN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION as described in the *"Immediate Response Actions"* section.
2. If the principal/designee issues the EVACUATE BUILDING action, staff and students will evacuate the buildings using prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Assembly Area Team of missing students.
4. The principal/designee will call "911" and the Police and will provide the exact location (e.g., building or area) and nature of emergency.
5. If on school property, the Business Manager will secure the crash area to prevent unauthorized access. If the crash results in a fuel or chemical spill on school property, refer to the section titled:

"Poisoning, Chemical Spills, Hazardous Materials Safety Procedures". If the crash results in a utility interruption, refer to the section on Loss of Power.

6. The principal/designee will direct the Business Manager to organize fire suppression activities until the Fire Department arrives.
7. The Business Manager will check injuries to provide appropriate first aid.
8. The principal/designee will call the office of Team Z.
9. Any affected areas will not be reopened until the Santa Clara County/Contra Costa County HazMat Compliance Division or appropriate agency provides clearance and the principal/designee issues authorization to do so.
10. If it is unsafe to remain on campus, the principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

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STAY CALM.

Explosion

This section addresses four possible scenarios involving an **Explosion/Risk of Explosion**: Scenario 1 - Explosion on school property; Scenario 2 – Risk of explosion on school property; Scenario 3 - Explosion or risk of explosion in a surrounding area, and Scenario 4 – Nuclear blast or explosion involving radioactive materials. *[A nuclear blast is characterized by a sequence of intense light and heat, air pressure wave, expanding fireball, and subsequent radioactive fallout.]*. It is necessary to first determine which scenario applies and then implement the appropriate response procedures. For "Bomb Threats", refer to the appropriate section.

Procedure

Scenario 1: Explosion on School Property

1. In the event of an explosion, all persons should initiate DUCK AND COVER.
2. The principal/designee will consider the possibility of another imminent explosion and take appropriate action.
3. After the explosion, the principal/designee will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, EVACUATE BUILDING or OFF-SITE EVACUATION.
4. Evacuation may be warranted in some buildings and other buildings may be used as shelter.
5. In the event of an evacuation, staff and students will use prescribed routes or other safe routes and proceed to the Assembly Area.
6. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
7. The principal/designee will call "911" and will provide the exact location (e.g., building, room, area) and nature of emergency.The Business Manager will check for injuries and provide appropriate first aid.Staff should attempt to suppress fires with extinguishers. Note: Ensure the use of proper type of extinguishers, i.e. Class A, B or C for ordinary combustibles; Class B or C for fires involving flammable liquids; or Class C only for fires involving electrical equipment.
8. The Business Manager will notify the appropriate utility company of any damages to water lines, sewers, power lines and other utilities.
9. The principal/designee will notify Team Z of the situation. The Business Manager will post guards a safe distance away from the building entrance to prevent persons entering the school buildings.
10. When it is determined safe to enter affected areas, the principal/designee will advise the Business Manager to initiate search and rescue activities.

11. The principal/designee will contact the Local Fire Department to ensure buildings are safe to reoccupy.
12. Any areas affected by the explosion will not be reopened until the appropriate agency provides clearance and the principal/designee gives authorization to do so.
13. The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions

Scenario 2: Risk of Explosion on School Property

1. The principal/designee will initiate appropriate Immediate Response Actions, which may include DUCK AND COVER, SHELTER-IN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION.
2. If the principal/designee issues EVACUATE BUILDING action, staff and students will evacuate the building using prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Assembly Area Team of missing students.
4. The principal/designee will call “911” and will provide the exact location (e.g., building, room, area) and nature of emergency.
5. Staff should attempt to suppress fires with extinguishers. Note: Ensure the use of proper type of extinguishers, i.e. Class A, B or C for ordinary combustibles; Class B or C for fires involving flammable liquids; or Class C only for fires involving electrical equipment.
6. The principal/designee will advise the Business Manager to initiate rescue operations.
7. The Business Manager will notify the appropriate utility company of any damages to water lines, sewers, power lines and other utilities.
8. The principal/designee will notify Team Z of the situation.
9. All affected areas will not be reopened until the appropriate agency provides clearance and the principal/designee issues authorization to do so.
10. In the event of an explosion on campus, refer to procedures listed under Scenario 1 above.
11. The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

Scenario 3: Explosion or Risk of Explosion in Surrounding Area

1. The principal/designee will initiate the SHELTER-IN-PLACE response action.
2. The principal/designee will notify “911” and will provide the exact location (e.g., building, area) and nature of emergency.
3. The principal/designee will take further actions as needed.
4. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance and the principal/designee issues further instructions.

Scenario 4: Nuclear Blast or Explosion Involving Radioactive Materials

1. The principal/designee will initiate the SHELTER-IN-PLACE response action.
2. When sheltering, personnel should try to establish adequate barriers or shielding (e.g. concrete walls, metal doors) between themselves and the source of the blast or explosion, and should avoid sheltering near exterior windows.
3. The principal/designee will notify "911" and provide details on the area and personnel affected at the school.
4. After the initial blast, remove students from rooms with broken windows, extinguish fires, provide first aid, and relocate students from upper floors if possible.
5. The Business Manager will turn off the school's main gas supply, local fans in the area; close and lock doors and windows; shut down all buildings' air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.
6. The principal/designee will monitor radio or television announcements and initiate further actions as appropriate.
7. At the principal/designees discretion, and only if safe to do so, designated personnel should attempt to distribute emergency supplies including food and water.
8. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance and the principal/designee issues further instructions.

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STAY CALM.

Unlawful Demonstration / Walkout

An unlawful demonstration / walkout is any unauthorized assemblage on or off campus by staff or students for the purpose of protest or demonstration.

Procedure

1. Upon indication that an unlawful demonstration or walkout is about to begin, personnel should immediately notify the principal/designee.
2. The principal/designee will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE.
3. The principal/designee will notify Team Z to request assistance and will provide the exact location and nature of the emergency.
4. The Business Manager will immediately proceed to the Main Gate to control student ingress and egress. Each person entering or leaving the campus shall be required to sign his/her name, and record address, telephone number and time entered or departed. The Main Gate should not be locked, as a locked gate may create a serious hazard for students leaving or attempting to re-enter the campus.
5. If students leave the campus, the Business Manager, in consultation with the

principal/designee, will designate appropriate staff members to accompany them. These staff members will attempt to guide and control the actions of students while off site.

6. Students not participating in the demonstration or walkout should be kept within their classrooms until further notice by the principal/designee. Teachers will close and lock classroom doors. Students and staff should be protected from flying glass in the event windows are broken, by closing drapes and venetian blinds in rooms so equipped.
7. The principal/designee should keep an accurate record of events, conversations and actions.
8. All media inquiries will be referred to the principal/designee.
9. The principal/designee should proceed in good judgment on the basis of police or other legal advice, in taking action to control and resolve the situation.
10. The principal/designee will notify parents of the incident, as appropriate.

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STAY CALM.

Emergency Drills

The school is proactive when it comes to the safety of staff and students. The school will conduct fire drills, earthquake drills, and Lock Down/Code Red drills (intruder on campus) on a regular basis.

Earthquake Drill Procedure

Earthquakes strike without warning and the major shock is usually followed by numerous aftershocks, which may last for weeks or months. An earthquake's effect on buildings will vary from building to building.

The major threat of injury during an earthquake is from falling objects and debris and many injuries are sustained while entering or leaving buildings. Therefore, it is important to remain inside the building and quickly move away from windows, glass, partitions, and shelves. In the case of an earthquake, the following procedures should be followed:

Drop procedure – As used in this article, "drop procedure" means an activity whereby each student and staff member takes cover under a table or desk, dropping to his or her knees, with the head protected by the arms, and the back to the windows. A drop procedure practice shall be held at least once each school quarter in elementary schools and at least once a semester in secondary schools.

1. **In the event of an earthquake alarm, if you are NOT told to Evacuate, each student, teacher and other employee needs to begin the Drop Procedure of DUCK, COVER and HOLD.**

1. Take cover under a sturdy desk or table, in a doorway, or against an inside wall until the shaking stops. Give the DROP AND COVER command.
    - DUCK, or DROP down on the floor.
    - Take COVER under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.
    - HOLD onto the furniture and be prepared to move with it.
    - Stay in this position for at least one minute or, in a real situation, until shaking stops.
2. After shaking stops, check for injuries, and render first aid.

2. Evacuation

An Evacuation should NEVER be automatic. Evacuations shall occur when directed over the walkie- talkies by the principal/designee.

If you are instructed TO evacuate, each teacher needs to:

1. Get your class roster (clipboard).
2. Get the evacuation map (clipboard).
3. Count your students before you leave the room.
4. Ensure that your door is open upon exiting the room.
5. Bring your emergency backpack to the outdoor Assembly Area.
6. Zero noise is to be adhered as the class walks to and waits at the Assembly Area.
7. Take roll at the Assembly Area.
8. Listen for direction from the principal/designee.

When evacuations are included as part of the drill, appropriate non hazardous alternate routes, avoiding building overhangs, electrical wires, large trees, covered walkways, etc, shall be utilized by staff and students in order to reach the designated evacuation areas.

Teachers take roll once in the evacuation area. Any missing students are immediately reported to the principal/designee.

3. All Clear:

Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more.

- Missing students are reported to the attendance office.

There may be more danger outside the building than there is inside. If administrative directions are not forthcoming, the teacher will be responsible for assessing the situation and determining if an evacuation is required.

Predetermined evacuation areas should be in open areas, without overhead hazards and removed from potential danger spots (covered walkways, large gas mains, chain linked fences [electric shock potential]).

Make it clear that a post-earthquake route differs from a fire evacuation route, and that appropriate non-hazardous alternate routes may be needed.

Fire Drill Procedure

Principals shall hold fire drills at least once a month in all elementary schools. The principal or designee shall keep a copy of each drill conducted on the Safety Drill Schedule.

1) Evacuation:

Whenever the alarm is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building.

Designated evacuation routes shall be posted in each room. Teachers shall be prepared to select alternate exits and direct their classes to these exits in the event the designated evacuation route is blocked.

Evacuation areas will be established away from fire lanes.

Students are to remain with their teacher in the evacuation area. Teachers shall take their roll books, take roll once in the evacuation area and be prepared to identify missing students to administrators and/or fire marshals/designees.

Standards for a Successful Fire Drill:

1. The Fire Alarm can be heard by all staff and students.
2. Orderly evacuation begins immediately and is completed within 5 minutes of the initial alarm, with minimal congestion at exit gates.
3. Teachers and students are staged in an orderly fashion away from fire lanes.
4. Teachers have taken roll once in the evacuation area. Any missing students are immediately reported to the principal/designee.

Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more. Missing students are reported to the attendance office.

Shelter-in-Place

A Shelter-In-Place indicates that an emergency that requires students and staff to remain inside has occurred.

Signal: The signal for the "Shelter-In-Place" drill is the following PA/two-way radio announcement.

"YOUR ATTENTION PLEASE. BECAUSE WE HAVE RECEIVED INFORMATION REGARDING A HAZARD IN THE COMMUNITY, WE ARE INSTITUTING SHELTER-IN-PLACE PROCEDURES. REMEMBER, THIS MEANS STUDENTS AND STAFF ARE TO REMAIN INSIDE THE BUILDING AWAY FROM OUTSIDE AIR WITH WINDOWS AND DOORS SECURELY CLOSED AND AIR CONDITIONING UNITS TURNED OFF. ALL STUDENTS AND STAFF THAT ARE OUTSIDE ARE TO IMMEDIATELY MOVE TO THE PROTECTION OF AN INSIDE ROOM. AS SOON AS WE HAVE FURTHER INFORMATION, WE WILL SHARE IT WITH YOU."

Procedure:

1. When the announcement has been given, all classes will remain in their rooms.
2. Physical education classes will proceed into the gym.
3. Students should be arranged in the shelter area so as to enable them to assume a "**Duck and Cover**" position on command given by the teacher in charge.
4. Move students to the most protected areas in the room.
5. Have students face away from windows and keep their backs toward windows.
6. Close all doors and windows. If possible, cover windows by lowering blinds, closing slots, drawing curtains, or pulling shades.
7. Turn off gas, lights, power equipment, and appliances. All personnel must remain in the shelter area until further instructions are received from official sources.

This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lockdown, students are to remain in the classrooms or designated locations at all time.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

> "YOUR ATTENTION PLEASE. WE HAVE AN EMERGENCY SITUATION AND NEED TO IMPLEMENT LOCKDOWN PROCEDURES. TEACHERS ARE TO LOCK CLASSROOM DOORS AND KEEP ALL STUDENTS INSIDE THE CLASSROOM UNTIL FURTHER NOTICE. DO NOT OPEN THE DOOR UNTIL NOTIFIED BY AN ADMINISTRATOR OR LAW ENFORCEMENT. IF OUTSIDE, STUDENTS AND STAFF ARE TO PROCEED INSIDE THE NEAREST BUILDING OR CLASSROOM."

2. If inside, teachers will instruct students to lie on the floor, lock the doors, and close any shades or blinds if it appears safe to do so.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium).
4. Teachers and students will remain in the classroom or secured area until further instructions are given by the principal or law enforcement.
5. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel, have to be allowed on campus.

Staff Responsibilities during a Lockdown

Principal/designee	Announces Lockdown procedure on the PA System/Two-way radio . Ensures doors are locked in all buildings.
Business Manager	Calls 911. Locks the office door. Keep phone lines open.
Custodian	Locks all gates to campus.
Teachers	Lock the classroom door and remain with students. Take roll, list all students missing from class and identify their locations (RSP, Speech, absent, etc.). Notify the office, by phone **ONLY** if they have "lost" children on campus i.e. went to the bathroom, were en-route to the office **OR** if they have a "loose"child from another class.

Students	Respond to campus security drills in a quick and orderly manner. Listen and respond quickly to all instructions from staff. Students at recess, report to the cafeteria. Stay in your seats and remain quiet. Stay away from windows.

No one leaves the classroom!

The end of the Lockdown will be announced over the PA System/Two-way radio. **DO NOT use cell phones to contact the office or outside community.** **Teachers and staff should not initiate contact with parents.**

Interactions with the Media

The Chief Executive Officer (CEO) shall be the first point of contact for all media inquiries. If a staff member, other than the CEO, receives a request from the media, the staff member shall refer the media to the CEO.

Any staff members wishing to initiate a story with the media shall consult with the CEO prior to contacting the media.

Appendices

A. Monthly School Site Safety Checklist

On a monthly basis, the principal/designee will complete the following Monthly School Site Safety Checklist, with the assistance of a Voices staff member onsite. **This Checklist is to be completed to ensure that personnel at each school site are complying with the Voices (& State/Federal) School Site Safety policies & procedures.** The principal, Business Manager and Dean of Culture or Parent Liaison have critical roles to play in ensuring compliance with the Voices School Site Safety procedures and policies.

Safety Administrative Review	
School Name:	**Date:**
Follow-up Review (Noted in RED)	**Date:**

Exterior Areas:

- ⬜ Are exterior premises equipped with appropriate signage that provides warnings, facility use restrictions, and other relevant information?
- ⬜ Are parking areas paved, striped, and signed as appropriate, and free of vehicles parked in unauthorized locations?
- ⬜ Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?
- ⬜ Is turf in good condition; is landscape well-groomed and free of overhang, concealment, or other potential hazards?
- ⬜ Does the site drainage system appear to effectively remove irrigation and storm water runoff and prevent standing water or unacceptable erosion?
- ⬜ Is fencing provided, and are fences and gates of an appropriate type and condition?

Findings:	
Correction	

Building Conditions:

- ⬜ Do interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?

- ⬜ Does building structures and finish materials appear to be in good condition and free of visible deterioration?
- ⬜ Is the building free of substandard or improvised construction?
- ⬜ Do doors, windows, and glass appear to be of an appropriate type and condition?
- ⬜ Was the building free of apparent leaks or other obvious water intrusion?
- ⬜ Do walls and ceilings appear to be of an appropriate type and condition?
- ⬜ Are floors and floor coverings of an appropriate type and condition?
- ⬜ Are stairs and ramps in good condition and equipped with handrails where required?
- ⬜ Are movable walls and partitions in good condition, properly inspected, and maintained?
- ⬜ Is there a written plan detailing what to do in the event of a leak and liquid damage?

Findings:	
Correction	
Action taken	

Doors, Exits, and Means of Egress:

- ⬜ Are exits and exit paths unobstructed and regularly inspected, and are doors free of inappropriate locks?
- ⬜ Are “EXIT” and “NOT AN EXIT” signs installed?
- ⬜ Is emergency lighting provided as required, and is it properly maintained?
- ⬜ Is the site's emergency evacuation map posted near all classroom and/or office doors?
- ⬜ Are doors and curtains inspected, functional, and properly maintained

Findings:	
Correction	
Action Taken	

Assembly Areas:

- ⬜ Is the occupancy limit conspicuously posted and strictly observed in each assembly area?
- ⬜ Are seating systems in good condition and equipped with guardrails where required?
- ⬜ Are stages free of idle storage or inappropriate use, and is the edge of the stage readily visible to prevent fall incidents?

Findings:	
Correction	
Action Taken	

Emergency Action Equipment & Systems:

- ⬜ Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?
- ⬜ Are fire sprinkler systems in good condition and properly certified and inspected; are sprinkler heads and valves/risers unobstructed and properly identified; and are fire department pumper connections equipped with protective caps?
- ⬜ Are alarm systems installed and tested on a regular basis, and are pull stations and alarm panels unobstructed?
- ⬜ Are employees familiar with the location and operation of alarm and fire protection systems, and are employees familiar with their duties and responsibilities in an emergency?
- ⬜ Is emergency communication and broadcast equipment available, such as public announcement systems and radios?
- ⬜ Is someone immediately available at all times (24 hours,7 days) with authorization to call and bring in professional cleanup and restoration companies?
- ⬜ Is the supply of spill response and pipe repair materials complete, readily accessible and checked at least quarterly?
- ⬜ Are pipe diagrams or prints up-to-date and showing the location of valves for all liquid-carrying systems? Isometric drawings are very beneficial.
- ⬜ Are valves placarded or tagged for easy identification?
- ⬜ Are shutoff valves “exercised” (closed, reopened and lubricated as needed) at least annually to verify they can be quickly closed during an emergency?

Findings:	
Correction	

Mechanical and Utility Systems:

- ⬜ Are electrical panels and utility shut off switches and valves unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?
- ⬜ Are electrical wiring systems in good condition; is live wiring properly capped and concealed; and is wiring free of damage or improper usage?
- ⬜ Are electrical power cords and extension cords properly placed and free from damage or inappropriate use?
- ⬜ Chemicals and Chemical Storage
- ⬜ Are hazardous chemicals properly stored?
- ⬜ Are all containers holding hazardous materials properly labeled with the chemical name and an appropriate hazard warning?
- ⬜ Are all chemicals reviewed prior to use, and do employees refrain from bringing in household chemicals?

⬜ Are employees familiar with the location and use of Safety Code Sheets?

Findings:	
Correction	

Housekeeping and Storage Practices:

⬜ Are storage areas uncluttered with adequate aisles maintained, and is overhead storage secured with sufficient clearance to the ceiling or sprinkler heads?
⬜ Are mechanical and electrical utility rooms free of inappropriate storage?
⬜ Are shelving units anchored to the wall or floor to prevent falling?
⬜ Are heavier items stored within the optimum lifting zone to prevent topheavy arrangements or lifting injuries, and are bulky items stored on lower shelves or on the floor?
⬜ Are landings and stairs free of storage?
⬜ Are the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?
⬜ Are important records and other sensitive items secured and stored above the floor or ground level to prevent water damage?
⬜ Does the staff have immediate access to a spill response cart/supplies and emergency pipe repair supplies?
⬜ Are housekeeping personnel instructed to immediately notify maintenance when any types of dripping, leakage or clogged drains are found

Findings:	
Correction:	
Action Taken	

Disabled Access:

⬜ Are an appropriate number of parking spaces designated for disabled persons, and are they properly designed, constructed, and signed?
⬜ Are accessible routes to the building provided, and are at least half of the entrances accessible to disabled persons?
⬜ Is signage provided at entrances, facilities, or other non-accessible services to direct disabled persons to entrances, facilities, or services that are accessible?
⬜ Are doorways designed to facilitate the passage of wheelchairs?
⬜ Are access ramps properly designed, constructed, and equipped with guardrails and non-slip surfacing?
⬜ Are an appropriate number of restrooms designed to accommodate persons with disabilities?
⬜ Are stages and other multi-leveled areas accessible to persons in wheelchairs?
⬜ Are other fixtures and services accessible to persons with disabilities?

Findings:	
Correction	

General Conditions – Other:

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

Findings:	
Correction	

Classroom and Office Section:

- ⬜ Are classroom decorations displayed in a safe and acceptable manner?
- ⬜ Is furniture installed and oriented in a safe and secure manner and free of apparent hazards?
- ⬜ Are tall bookshelves and cabinets secured to the wall or floor to prevent them from tipping over?
- ⬜ Are electrical power cords and extension cords properly placed and free of inappropriate use or other apparent hazards?
- ⬜ If applicable, are toys and playthings in good condition and regularly sanitized?
- ⬜ Are classrooms and offices otherwise free of apparent hazards or concerns?

Office:

- Are the names and phone numbers for professional cleanup and restoration companies readily available?
- Is someone available on all shifts trained to respond immediately to any leak?

Cafeteria:

Boys Restroom:

Girls Restroom:

Staff Restroom:

Classrooms:

1. **Observation #1:**
2. **Observation #2:**

Findings will need to be corrected no later than _____.
I have scheduled your next follow-up review on _____.

_____ _____

BM Signature Date

_____ _____

Administrator Signature Date

Maintenance and Repair Log



Maintenance and Repair Log

Date/Time	Reason for Action (Regular Maintenance or Discovery of Problem)	If problem, Description of Action Required	Location/Item to be Repaird	Explain what was done	Referred to (Name of company, if any)	Verified by:

Unsafe or Hazardous Conditions Log

Unsafe or Hazardous Conditions Log

Date/Time	Unsafe or Hazardous Condition	Description of Action Required	Location of Unsafe or Hazardous Condition	Explain what was done	Referred to (Name of company/person, if any)	Verified by:

B. Classroom Safety Checklist

School Year Kick Off Room Checklist
Voices College-Bound Language Academy

Teacher Name: Room number:

Item	Check	Comment	Re-Check
Red/black backpack near front door (contains green, red card and roster)			Y N Partial
Code Red, Blue and 9 Instructions and Evacuation Map posted near front door	Y N Partial		Y N Partial
Sub Folder easily visible and complete ❏ 3-days worth of lessons ❏ Seating charts ❏ Emergency procedures ❏ Phone numbers ❏ Special Student needs ❏ Schedule ❏ Roster ❏ School-wide character tools	Y N Partial		Y N Partial
Room clean and organized	Y N Partial		Y N Partial
"Joy Factor" apparent in room environment	Y N Partial		Y N Partial
Snack Container	Y N Partial		Y N Partial
Data walls up ❏ Reading Levels English ❏ Reading Levels Spanish ❏ Sight Words and/or Fluency ❏ Math or ELA Assessments	Y N Partial		Y N Partial

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

WALK THROUGHS

1) Date _____ Principal Signature _____

2) Date _____ Principal Signature _____

3) Date _____ Principal Signature _____

C. Student Accident Report

Please fill out an accident report for any injuries beyond first-aid, if professional medical care is recommended or provided (e.i. If you believe there will be medical bills associated with the jury). Student head and eye injuries should always be reported.

Student Accident Reports should be reported on-line: http://www.chartersafe.net/.
Please keep a copy in your file.

Student Information

1. First Name of Injured Student: _____
2. Last Name of Injured Student: _____
3. Student date of birth: _____
4. Student gender: _____
6. Student grade: _____
7. Charter School Name: _____
8. Charter School Address, City/State/Zip: _____
9. School Contact Name: _____
10. Contact Title/Phone Number/Email: _____

Incident Details

1. Describe the incident in details: _____
2. Date of accident/incident: _____
3. Incident Time (Please include AM/PM: _____
4. If incident did not occur at the site address listed above, please indicate the street address of the incident: _____
5. Incident City, State, Zip: _____

6. Specific body part(s) injured: _____

7. Type of Injury or illness: Bum, cut, Fracture, Other, Scrape, Sprain/Strain

8. If other type of injury, please indicate: _____

9. Was on-site nurse contacted?: Yes or No Date and Time if Nurse contacted: _____

10. Was treated refused?: Yes or No What type of medical treatment was given?_____

11. Did paramedics transport student? Yes or No Paramedic transport date/time: _____

12. Was parent/guardian contacted? Yes or No Contacted date/time: _____

Parent/Guardian Information

1. Parent/Guardian Name: _____

2. Parent/Guardian Address/City/State/Zip: _____

3. Parent/Guardian Phone: _____

4. Parent/Guardian Email: _____

5. Was parent/guardian provided a Gallagher Koster Student Accident Claim Form? Yes or No
If no, why not? _____

Witness Information

1. Witness Name: _____

2. Witness Address/City/State/Zip: _____

3. Witness Phone: _____

4. Witness Type: Administrator, Aid, Coach, Guest, Other Staff, Student, Teacher, Volunteer

5. Name of person to whom the accident or incident was reported: _____

6. Date the accident was reported to this person: _____

7. If the accident was not reported immediately, why not? _____

Prevention Information

1. If athletic or playground injury, what type of surface was the student on when the injury occurred? _____

2. What steps have been taken or recommended to prevent a recurrence? _____

3. Any additional information or notes: _____

D.Employee Incident Report

School Information:

Charter School: _____ Location/Site: _____

Supervisor's name: _____ Title: _____

Address where incident occurred: _____

Employee Information:

Name of injured employee: _____Sex:_____M/F Occupation: _____

Date of hire: _____ Date of birth: _____ SSN: _____

Marital Status: _____ Dependents? Yes/No If yes, how many? _____ Ages? ____

Employee address: _____

Gross wages/salary: $_____per _____(hour/week/month/year) Pay schedule:
___12mth___11mth___10mth

Employment Status: ___Full Time___PartTime___Temporary/Subsitute____Contracted___Seasonal

Employee usually works: ____hours per day____days per week____total weekly hours

Incident Information:

Date of Injury or illness: _____Time: _____ AM/PM_____Time employee began work:_____AM/PM

Was employee unable to work at least one full day after date of injury? Yes/No If yes, date last worked: _____

Has employee returned to work? _____ Yes date returned: _____ No, still off work _____

Paid full day's wages for date of injury or last day worked? Yes/No Salary being continued: Yes/No

Name of person to whom the injury or illness was reported: _____

Date of your knowledge of injury or illness: _____ Was employee provided a claim form (DWC-1) Yes/No

If yes, date of employee was provided claim form (DWC-1):_____ If not, why not? _____

If the accident was not reported immediately, why not? _____

What was employee doing at the time of injury or exposure?

_____

_____

_____

Person, object or substance that directly injured employee: _____

Please check one: ____ I know the injury occurred on duty. ____ I have no specific knowledge that the injury occurred on duty.

Medical Information:

Was the on-site nurse contacted? Yes/No If yes, date and time: _____

Was medical treatment recommended? Yes/No If no, was treatment refused? Yes/No

What type of medical treatment was given? First-Aid __Clinic__Emergency Room__Paramedics__Hospitlaization

Did paramedics transport an employee? Yes/No If no, why not? _____

Medical Facility Name: _____ Physician Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ ext.: _____

Did you refer the employee to an industrial medical provider who specializes in WC and return to work issues? Yes/No

If not, why not? _____

Kaiser Medical Record #: _____

Body part injured (check all that apply and indicate left and/or right):

__Head __Face __Eye __Neck __Upper back __Lower back __Arm __Wrist __Finger __Upper leg __Lower leg __Knee __Ankle __Foot __Toe __Other

Nature of injury or illness:

__Scarpe __Cut __Puncture __Bruise __Burn __Sprain/strain __Foreign body __Poisoning __Fracture __Skin problem __Chemical-related __Heat-related __Non-industrial/cold/virus related __Loss of consciousness __REspiratory problem __Other

Check any of the following possible causes that may apply:

__Haste/unsafe speed __Unsafe use of equipment __Disregard of instructions/procedure __Failure to use protective gear __Defective equipment __Alcohol/drug use __Horseplay __Inattention __Carelessness __Assault __Unsafe lifting/position __Running/jumping __Environtmental condition __Acto of other __Physical disability
__Other (please explain): _____

Witness Information:

Name: _____ Relation to Employee: _____

Home Address: _____

Home Phone: _____ Cell phone: _____ Email: _____

What steps have been taken or recommended to prevent a recurrence?

_____

_____

E. Self Harm/Suicide Risk Assessment Form

Voices College Bound Language Academy
Self Harm/ Suicide Risk Assessment Form

Confidential

Referral Date:	Time Event Occurred:	
1. Student's Name:	Age:	Gender:
2.Parent/Guardian:	Phone Number:	
3.School:	Grade:	
4.Person Completing SSRA:	Title:	Signature:

5. Student Referred by:
Self_____ Parent_____ Teacher_____ Counselor_____
Other_____

6. Reasons For Referral (check all that apply):

___Self harm
___Self cutting
___Burning
___Pinching

___ Suicidal Ideation
___ Direct Threat (ex. " I am going to kill/hurt myself")
___ Indirect threat (ex. "I feel like dying"
___ to self ___others
___ Accesses concerning content online

Observed any of the Following:

____Sudden Change in Behavior
____Previous Attempt(s)
____Giving Away Possessions
____Mood Swings
____Self-Injurious Behavior
____Accessing Concerning Content
____Signs of Depression
____Truancy/Running Away
____Frequent Complaints of Illness
____Alcohol or Drug Use
____Other:

7. Please explain what happened:

_____

_____

_____

_____

_____

_____

8. Confirm Receipt by a Crisis Team Member:

Name and Title of Crisis Team Member:	Signature:	Time received:

For Crisis Team Use Only:

9. Previous Referral?:_____ Date(s):_____
10. Student Interview: The student told me the following:(Check all that apply.)

♦Student said that he/she had been thinking about self-harm/ suicide, the last time he/she thought about self-harm/ suicide was_____BUT IS NOT CLEAR WITH THE THOUGHT.

♦Student said that he/she had A PLAN BUT WILL NOT DIVULGE:_____
_____
_____
_____
_____

♦Student indicated that he/she had previously attempted suicide/ self-harm on_____by means of:_____
_____
_____

♦Other Important Information:_____
_____

_____
_____
_____

This is a recommendation for further psychological evaluation for self-harm/ suicide based on the following:
___Self-Harm/ Suicide Interview
___Other:_____
_____

11. Risk Level: **___Low ____Medium ____High** *(FOR HIGH Risk: CALL ONE OF FOLLOWING: 1. Uplift-(formally EMQ,Uplift Mobile Crisis Team (408)379-9085 2.Alum Rock Crisis Alum Rock Crisis Unit (408) 294-05793. Or 911 for imminent danger or if other crisis teams can't respond - request an officer trained in mental health support if available*

Person conducting interview:_____

Date:_____ Time:_____ Signature:_____

Intervention/ Action Taken:

_____Parent/Guardian Contact:
Date/Time: _____ Outcome:_____

_____Parent Signed Self Harm Notification: Parent/Guardian Notification (attach copy): Self Harm Notification
Response:_____ Date/ Time:

_____Resources Provided to Parent/Guardian:
INCLUDING: _____ Date/ Time:_____

_____Outside Referral Made:
To: _____ Date/ Time:_____

_____Uplift Crisis Team Unit Called:
Time:_____Outcome:_____
___

Child Abuse Report Made (endangerment):

NAME OF INTAKE WORKER: _____

Referred to Police:
NAME OF OFFICER _____

_____Hospitalization

_____School Based Counseling:
Date Referred:_____ Parent signed permission slip(Date):_____

_____Program Modification
INCLUDING: _____

_____Student Safety plan created (attach copy):_____

Other (Please explain):_____

_____

Make 2 Copies for School Principal & Counselor and Place Original Form In Orange Confidential Crisis Team File — DO NOT Place in CUM FILE

F. Medication Doctor & Parent Authorization Form

Voices College-Bound Language Academy
Medication Doctor & Parent Authorization (California Education Code 49423)

Student Name:_____Grade:_____ Teacher:_____

Height:_____ Weight:_____ DOB: _____ Age:_____

List any known drug allergies/reactions:_____

DOCTOR'S AUTHORIZATION

Name of Medication:_____ Diagnosis:_____

Dosage:_____ Route:_____

Frequency/Time(s) to be given:

Begin Medication:_____Stop Medication:_____
_____ Date Date

Special Instructions:

Does medication require refrigeration? Yes No
Is the medication a controlled substance? Yes No
If asthma inhaler or emergency medication, do you recommend this medication be kept "on person" by the student? Yes No

Potential Side Effects / Adverse Reactions:_____

Treatment Order in the event of an adverse reaction: (Attach additional sheet if necessary)

_____

_____

_____

Physician Signature ***Date*** ***Phone & Fax Contact Information***

Parent Authorization

I authorize Voices College-Bound Language Academy personnel the task of assisting my child in taking the above medication. I understand that additional parent/doctor statements will be necessary if the dosage of medication is changed. I also authorize Voices College-Bound Language Academy personnel to talk with the physician or pharmacist should a question come up about the medication.

Medication must be registered with the principal or his/her designee. It must be in the original container and be properly labeled with the student's name, Doctor's name, date of prescription, name of medication, dosage, strength, time interval, route of administration and the date of the drug's expiration when appropriate.

_____ _____ _____

Signature of Parent/Guardian ***Date*** ***Phone (cell, home, work)***

AUTHORIZATION FOR SELF-ADMINISTRATION OF MEDICATION

Is student authorized to self-administer this medication/these medications while at school?

If yes, please complete the following:

Student: I certify that I have read and understand the instructions regarding the self-administration of my medication(s). I agree to take these above medications according to my health care provider's recommendation.

Student Signature: _____Date: _____

Parent/Guardian: _____ (student) has been instructed in the proper dosage and administration of the following medication(s):_____. I request that she/he be permitted to carry this medication on her/his person and self-administer it as directed by her/his health care provider and in accordance with school policy and procedures.

Parent/Guardian Signature: _____Date: _____

G. Severe Allergy Medical Management Plan Signature Page

Recommendation of the Severe Allergy Medical Management Plan

I, the undersigned, recommend the Severe Allergy Medical Management Plan as indicated.

_____ _____

Physician Signature Print Physician Name

_____ _____ _____

Address Phone Date

I, the undersigned, have received, have read, understand, and agree to the school's implementation of the Severe Allergy Medical Management Plan:

_____ _____

Parent Signature Date

H. Emergency Phone Numbers

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

SJPD Liaison: Officer Matias Cervantes, Badge #3688, (408)823-5668, email; 3688@SANJOSECA.GOV
Richmond Police Department (510) 724-8950
Stockton Police Department: (209) 937-5486
Morgan Hill Police Department: (408) 779-2101

I. School Crisis Emergency Backpack Checklist

Determine specific needs and ensure that all the contents are in the appropriate backpack and are current.

Last updated:

By (print name):

Signature: _____

- Map or diagram of campus with evacuation sites marked
- Staff emergency vest(s) of appropriate color (if required)
- Student/staff emergency cards/roster
- Student/staff attendance for current day
- Student/staff sign out sheet (not official)
- Appropriate facility keys
- Latex gloves in zip lock bag
- Flashlight with batteries bagged separately
- Whistle
- Two pens
- Large marker
- Small notebook and/or legal pad
- Scissors and/or utility tool
- Post it notes
- Assorted Band-Aids
- Lifesavers or other hard candy
- Class activity or game (if appropriate)

J. Telephone Bomb Threat Reporting Procedure

Instructions:

- Be Calm & Courteous
- Listen & do not interrupt the caller
- Keep caller talking (pretend difficulty hearing)

Your Name: _____ Time: _____ Date: _____

Document the following:

Caller's Identity:

Male/Female Adult Juvenile Approximate Age:_____

Voice Characteristics:

Loud High Pitch Soft Deep Raspy Pleasant Intoxicate Other: _____

Acent:

English Spanish Other: _____

Speech:

Fast Stutter Slurred Slow Distorted Nasal Other: _____

Language:

Excellent Fair Foul Poor Other: _____

Background Noises:

Factory Machinery Trains Music Street Animals Voices Party Airplanes Quiet

Ask the following questions to Bomb Threat Person (if possible):

- What time will bomb go off:
- Where is it located:
- What kind of bomb is it:
- What kind of package is it in:

[redacted]

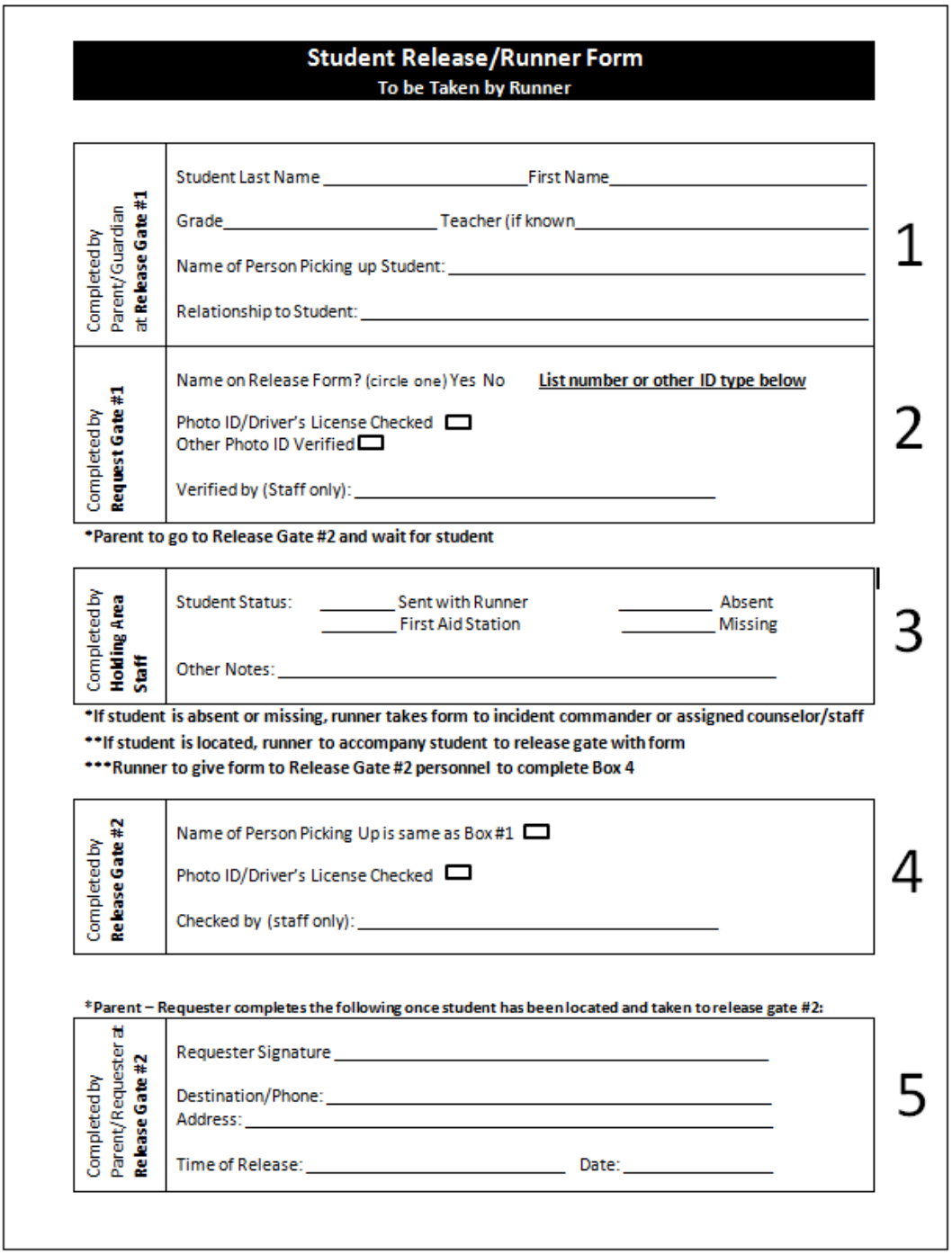
[redacted]

[redacted]

- What is your name & address: [redacted]

Call the Police / Notify your supervisor immediately

K. Student Release/Runner Form



Student Release/Runner Form
To be Taken by Runner

Completed by Parent/Guardian at **Release Gate #1**	Student Last Name _____ First Name _____ Grade _____ Teacher (if known _____ Name of Person Picking up Student: _____ Relationship to Student: _____	1
Completed by **Request Gate #1**	Name on Release Form? (circle one) Yes No **List number or other ID type below** Photo ID/Driver's License Checked ☐ Other Photo ID Verified ☐ Verified by (Staff only): _____	2

***Parent to go to Release Gate #2 and wait for student**

Completed by **Holding Area Staff**	Student Status: _____ Sent with Runner _____ Absent _____ First Aid Station _____ Missing Other Notes: _____	3

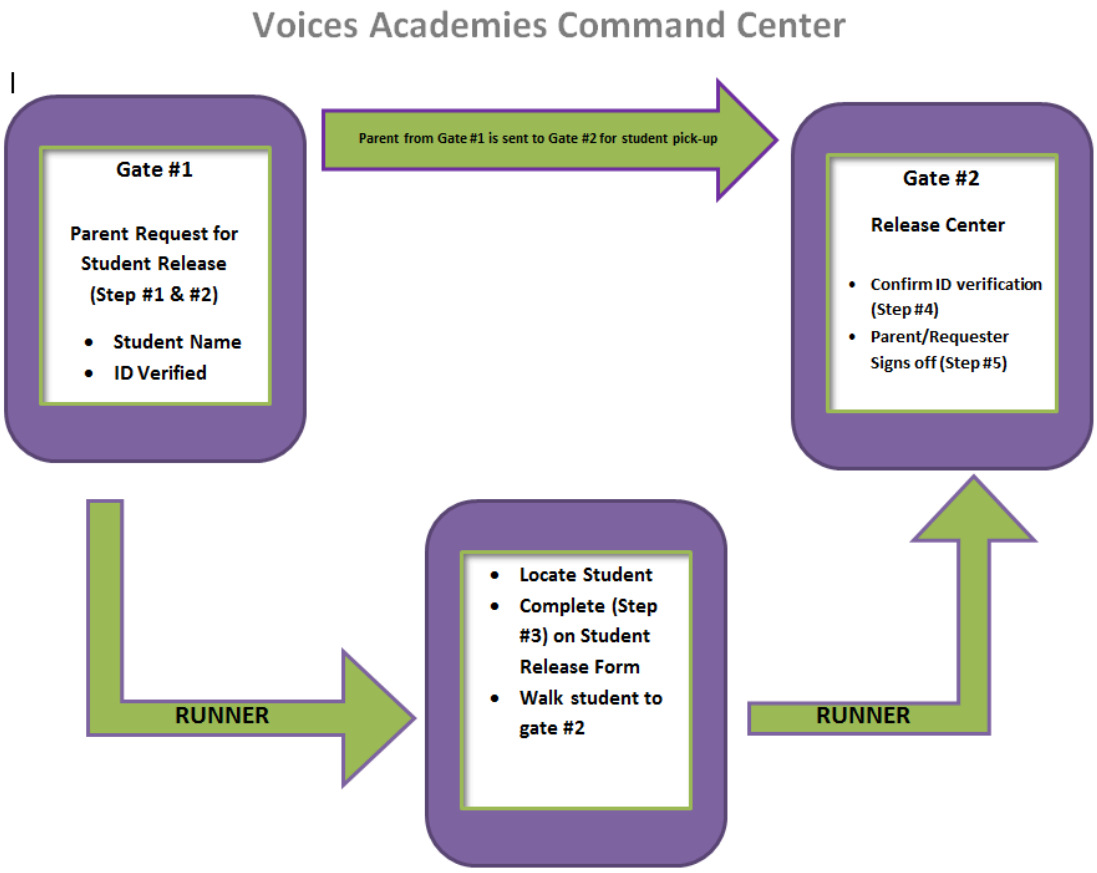
***If student is absent or missing, runner takes form to incident commander or assigned counselor/staff**
****If student is located, runner to accompany student to release gate with form**
*****Runner to give form to Release Gate #2 personnel to complete Box 4**

Completed by **Release Gate #2**	Name of Person Picking Up is same as Box #1 ☐ Photo ID/Driver's License Checked ☐ Checked by (staff only): _____	4

***Parent – Requester completes the following once student has been located and taken to release gate #2:**

Completed by Parent/Requester at **Release Gate #2**	Requester Signature _____ Destination/Phone: _____ Address: _____ Time of Release: _____ Date: _____	5

L. Command Center Chart



M. Suspension and Expulsion Policy and Procedures

Morgan Hill - Suspension and Expulsion Policy and Procedures

West Contra Costa - Suspension and Expulsion Policy and Procedures

Flagship - Suspension and Expulsion Policy and Procedures

Mount Pleasant - Suspension and Expulsion Policy and Procedures

Stockton - Suspension and Expulsion Policy and Procedures

N. Volunteer, Visitation, and Removal Policy

Voices College-Bound Language Academies ("Voices" or "Charter School") encourages parents/guardians and interested members of the community to visit Voices' schools and its educational program. The Voices Board of Directors ("Board") has established the following procedures which facilitate visitation and volunteering during regular school days in order to ensure minimum interruption of the instructional program.

Definitions

● A "visitor" is defined as any person seeking to enter the school building who is not an employee or a current student at the Charter School. All visitors who are not parents or guardians of a student must have a specific and educationally relevant purpose for their visit.

● A "volunteer" is defined as any person who voluntarily offers and provides a service to the Charter School with Charter School approval without receiving compensation.

Volunteering

Parents or guardians who are interested in volunteering in the classroom must adhere to the following guidelines:

1. Volunteers who will volunteer outside of the direct supervision of a credentialed

employee shall be (1) fingerprinted and (2) receive background clearance and (3) Megan's Law clearance prior to volunteering without the direct supervision of a credentialed employee.

2. A volunteer shall also have on file with Voices a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the Voices Board of Directors, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with students.

3. Volunteering must be arranged with the classroom teacher and Principal or designee, at least three (3) days in advance.

4. Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aide, the volunteer may leave their volunteer position for that day.

5. Information gained by volunteers regarding students (e.g. academic performance or behavior) is to be maintained in strict confidentiality. Volunteers must sign in agreement that they have read and understand and agree to follow the Family Educational Rights and Privacy Act ("FERPA") Policy.

6. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of

registering and signing out of the campus at the main office as indicated below.

7. Volunteerism by parents is encouraged but not mandatory.

Conditions for Campus/Classroom Visitation

Voices endeavors to create a safe environment for students and staff. Accordingly, visits during regular school days must be conducted in the manner set forth below:

1. Visits during school hours should first be arranged with the Principal or designee, preferably at least three (3) days in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least three (3) days in advance. Visitors seeking to visit a classroom during school hours must first obtain the written approval of the Principal or designee.

2. All visitors (including volunteers) shall register with the front office immediately upon entering any school building or grounds during regular school hours. When registering, the visitor is required to provide their name, address, occupation, purpose for entering school grounds, and proof of identity if requested.

3. For purposes of school safety and security, the Principal or designee may provide a visible means of identification for visitors while on school premises.

4. All visitors are asked to comply with current mandated and recommended health and safety protocols. Visitors (including volunteers) who demonstrate signs of a contagious disease (e.g., fever, coughing) may be denied registration. When recommended or requested by the Department of Public Health, visitors will be required to wear personal protective equipment, such as masks, and practice social distancing. Voices reserves the right to implement additional measures for the protection of its school community, such as requiring forehead temperature checks before entry to the same extent being utilized for students and employees.

5. If the visitor is a government officer/official (including but not limited to local law

enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. Voices shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by Voices, consistent with the law. The Voices Board of Directors and Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.

6. Except for unusual circumstances, approved by the Principal, Voices visits should not exceed approximately one-hundred and twenty (120) minutes in length and may not occur more than twice per semester.

7. While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher's and Principal's written permission.

8. Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors Logbook in the main office.

Limitations of Volunteering or Visitation

1. The Principal, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.

2. The Principal may direct a visitor or volunteer without lawful business on campus to

leave campus when the visitor's presence or acts interfere with the peaceful conduct of the activities of the school, or disrupt the school or its students, or school activities. Any visitor who is directed to leave by the Principal or designee will not be permitted to return to the Charter School campus for at least seven (7) calendar days.

3. The Principal or designee may withdraw consent to be on campus for up to fourteen (14) calendar days even if the visitor or volunteer has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt Voices' orderly operation. Consent shall be reinstated whenever the Principal has reason to believe that the presence of the person will not constitute a substantial and material threat to the orderly operation of the school campus. The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the two-week period. The written request shall state the address to which notice of hearing is to be sent. The Principal shall grant such a hearing not later than seven (7) calendar days from the date of receipt of the request and shall immediately mail a written notice of the time, place, and date of such hearing to such person.

4. The Principal or designee may request that a visitor or volunteer who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When a visitor or volunteer is directed to leave, the Principal or designee shall inform the visitor or volunteer that if the visitor or volunteer reenters the school without following the posted requirements the visitor or volunteer will be guilty of a misdemeanor.

5. The Principal or designee may seek the assistance of the police (when appropriate) in dealing with or reporting any visitor/volunteer in violation of this policy.

6. This Policy does not authorize Voices to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

Posting of Notice

At each entrance to Voices school grounds, signs shall be posted specifying the hours during which registration is required, stating where the office of the Principal or designee is located and what route to take to that office, and setting forth the penalties for violation of this Policy.

Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, the visitor will be guilty of a misdemeanor, which is punishable by a fine of up to $500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
2. Under California Education Code section 44811, any visitor whose conduct materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor and is punishable, upon the first conviction, by a fine of no less than $500.00 (five hundred dollars) and no more than $1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both, the fine and imprisonment.
3. Disruptive conduct may lead to Voices' pursuit of a restraining order against a visitor, which would prohibit the visitor, which if granted, from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, the visitor will be guilty of a misdemeanor, which is punishable by a fine of up to $500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
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3. Disruptive conduct may lead to Voices' pursuit of a restraining order against a visitor, which would prohibit the visitor, which if granted, from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

O. Student Dress Code Policy

School Philosophy

Voices College-Bound Language Academy ("School") recognizes the need for students of the School to dress appropriately for school. The purpose of our dress code is to enhance the classroom atmosphere and minimize student distraction, so as not to interfere with the educational process. The School believes that students should focus their energy and attention upon their academic development and not on style or the clothes of their peers. In addition, dress code is important to school pride and safety because it fosters a sense of belonging and students

in uniform are easily recognized by all school staff. It is also intended to help protect the health, safety, and welfare of the individual student.

General Guidelines

All students shall be required to show proper attention to personal cleanliness, health, neatness, safety, appearance and to wear a school uniform for school activities. This dress code shall be in effect on campus during school and school sponsored activities except where modified by the site administrator for specific extracurricular activities or in special cases. The Charter School staff and administration reserve the right to determine clothing which disrupts or detracts from the educational environment. This dress code is gender neutral.

Students will be required to wear a school uniform. Inappropriate apparel and accessories includes clothing that compromises safety or is disruptive and/or distracting to the school environment and instructional process. The Board is committed to protecting the health, safety, and welfare of the students and the Board believes that appropriate dress and grooming contribute to a productive learning environment.

Description of Uniform:

SHOES : All grades Rubber bottom, flat soled shoes with covered toes

BOTTOM: All grades Khaki or tan (cotton twill) Pants, Shorts, skirt, or jumper with Belt (grades 2nd+)

TK, Kindergarten and 1st grade: Voices Shirt: Gold Polo-style shirt with Voices logo

2nd and 3rd Grade Voices Shirt:Purple Polo-Style Shirt with Voices logo

4th and 5th Grade Voices Shirt:Maroon Polo-Style Shirt with Voices logo

6th and 7th Grade Voices Shirt:Gray Polo-Style Shirt with Voices logo

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

Additional Rules:

● No clothing, jewelry, accessories, or hairstyles which are, or include, a picture, writing, or

insignia which is: (1) gang related; (2) presents a safety hazard to the wearer or others; (3) advertises or symbolizes any type of alcohol, drugs, tobacco, or gambling; (4) includes weapons or acts which are illegal, violent, obscene, or hazardous to one's health; (5) sexually suggestive, crude, vulgar, profane; discriminatory, obscene, contain threats, libelous; or (6) offensive or degrading to students or staff on the basis of gender, cultural, religious or ethnic values.

● Students may also wear school earned university shirts or Student of the Month shirts as part of their uniform. All other clothing items (jackets, sweaters, etc.) are not to have any words or decorations other than Voices logo.

● The uniform must be worn throughout the school day.

● Students are to enter and leave the school in uniform.

● Changing clothes at school, unless for a Voices sponsored activity, is not allowed.

● No hats are permitted in the classroom (but can be worn for sun protection outside) Head coverings for religious purposes are acceptable at all times, both indoors and outdoors.

● No sweats, no jeans.

● A student’s hairstyle, clothing, jewelry and makeup should not distract from the educational environment.

● Label all clothing, bookbags, and lunch boxes with your child’s name and class using a permanent marker. This will help the school to return any lost items.

● Uniforms must be kept neat and clean at all times and must fit appropriately. Specific requirements are listed below:

▪ Pants must be appropriate size

▪ Belt must be worn if pants have belt loops (2 nd-8 th grade)

▪ Skirts and shorts must not be shorter than four inches above the knee.

▪ Pants must be worn at the waist.

▪ Shirts must fit appropriately--neither too small nor too big.

▪ In the event of cold weather, students may wear a jacket, sweatshirt, cardigan, or sweater over their collared shirt.

▪ Shirts must be tucked in.

Out of Uniform Notices

Parents will receive an "Out of Uniform" notice if a child does not adhere to the uniform policy. The notice should be returned to the school with the parent's signature the next school day. Upon the second "Out of Uniform" notice in one school year, a School representative will initiate a telephone conference with the parent. The goal of the conference will be to problem-solve the family's issue of complying with the uniform policy.

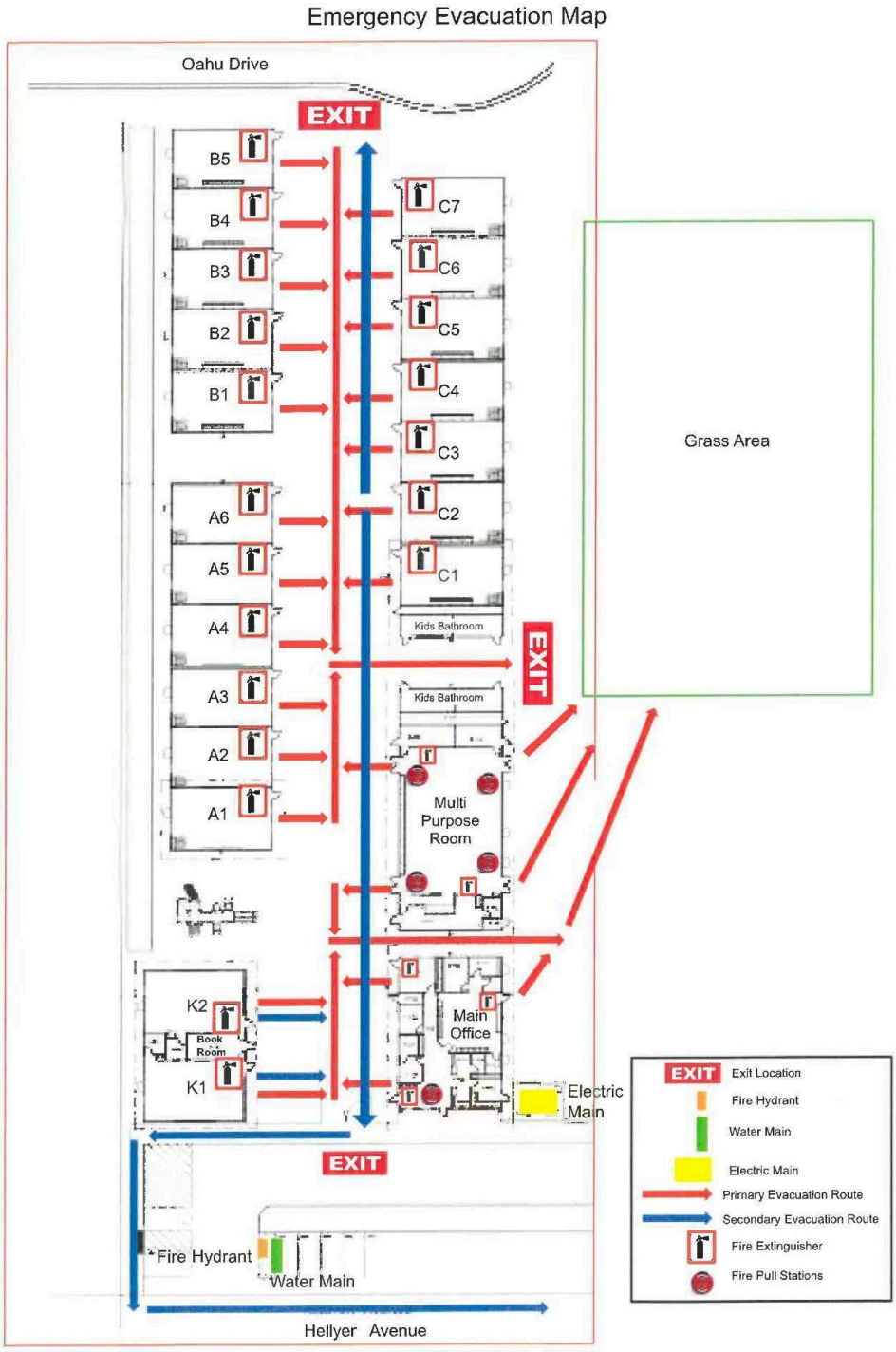
Notification of the Student Dress Code

Parents and students will be provided notice of the Charter School's dress code at the beginning or the school year and/or upon enrollment. This information will also be located within the Charter School's Parent/Student Handbook.

Students may not be penalized academically or removed from class as a consequence for not complying with the school uniform policy.

Prohibited Conduct and Sanctions

Students who repeatedly violate the School Dress Code may be subject to discipline, not including suspension or expulsion.


Emergency Evacuation Map
Oahu Drive
EXIT
B5
B4
B3
B2
B1
C7
C6
C5
C4
C3
C2
C1
Grass Area
A6
A5
A4
A3
A2
A1
Kids Bathroom
EXIT
Kids Bathroom
Multi Purpose Room
K2
Book Room
K1
Main Office
Electric Main
EXIT
Fire Hydrant
Water Main
Hellyer Avenue
EXIT Exit Location
Fire Hydrant
Water Main
Electric Main
Primary Evacuation Route
Secondary Evacuation Route
Fire Extinguisher
Fire Pull Stations

Voices Morgan Hill School Safety Plan

2025-2026

Board approved_DATE

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Introduction

Statement of Purpose

Voices College-Bound Language Academies (Voices) is committed to the safety and security of students, faculty, staff, and visitors on its campus. In order to support that commitment, Voices has thoroughly reviewed and updated the school's emergency mitigation/prevention, preparedness, response, and recovery procedures relevant to natural and human-caused disasters. The school safety plan may be evaluated and amended, as needed, but shall be evaluated at least once a year, to ensure that the comprehensive school safety plan is properly implemented.

This plan includes specific courses of action to be taken in case an emergency situation develops. Every employee of Voices is expected to be familiar with this plan in order to carry out his/her/their responsibilities in an emergency.

The major objective of emergency preparedness is to save lives and protect property in the event of a disaster.

Voices Safe School Vision

1. Voices will provide a safe, orderly, and secure environment conducive to learning in which students will be safe from both physical and social-psychological harm.
2. Voices will develop a plan to work cooperatively and collaboratively with parents/guardians, students, teachers, administrators, counselors, and community agencies, including law enforcement, to provide a safe and orderly school and neighborhood.
3. Voices will create a learning and working environment where parents/guardians can be confident that their students are safe and secure.
4. Voices will identify clear procedures for emergencies.
5. Voices is aware of very few conditions on campus that could potentially cause accidental injury to students or staff and the school staff is working hard on preventing accidental injury to all those present on campus (students, staff, parents/guardians, etc.).

Physical Environment

Maintenance of School Buildings/Classrooms

Each Voices school's physical facility is well maintained and generally looks neat and clean. Voices school personnel periodically examine the school's physical facility and help eliminate obstacles to school safety. See Appendix A for a Monthly School Site Safety Checklist. Additionally, health and fire department inspectors contribute to school safety.

Voices classrooms are monitored for safety compliance by the administration and individual classroom teachers. See Appendix B for a Classroom Safety Checklist. Teachers and administrators can report facility maintenance issues to the school's Business Manager or Principal who are responsible for resolving all general as well as urgent maintenance issues.

During the school day, staff members and administrators shall provide campus supervision. Identified problem areas receive increased supervision to reduce discipline, crime, or other school safety concerns.

Campus Disturbances and Crimes

Voices recognizes that campus disturbances and crimes may be committed by visitors and outsiders to the campus. Several steps have been taken to protect the school, staff, and students from safety threats by individuals visiting the campus area. In addition, disputes sometimes occur because of parental custody issues. Voices staff will maintain in the student's record any custody documentation provided by families and will request assistance from local law enforcement, if/as needed.

Registration of Visitors/Guests Policy

Posting of Notice

At each entrance to Voices school grounds, signs shall be posted specifying the hours during which registration is required, stating where the office of the Principal or designee is located and what route to take to that office, and setting forth the penalties for violation of this policy. Volunteer, Visitation, and Removal Policy see Appendix N.

Parent Involvement Policy

Parents/guardians have the opportunity and are encouraged to participate at Voices in a variety of ways. Any regular volunteer, as determined by the principal, that works with students must meet the requirements as listed in the Volunteer Handbook (available at the front office). See the Parent Involvement Policy.

General Safety Procedures

Introduction

Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical and psychological harm. Voices promotes educationally and psychologically healthy environments for all students. Voices recognizes there are comprehensive, broad factors directly related to a safe school environment such as the school facility, school programs, staff, parents and the community. Voices further recognizes that safe school practices make major contributions to academic and school improvement efforts.

Although keeping children safe requires a community-wide effort, schools are an important piece of the undertaking to keep children safe. Voices efforts are illustrated below which broaden the safety planning and incorporate an expansive range of strategies and programs in the school safety plan.

Prevention and Intervention: Pupil Aggressive Behavior

Creating a safe school requires having in place many preventive measures for children's mental and emotional challenges. Schools can reduce the risk of violence by teaching children appropriate strategies for dealing with feelings and expressing anger in appropriate ways and resolving conflicts.

Staff members at Voices have received training in conflict resolution skills via Safeschools. Voices uses a comprehensive approach to school violence prevention. These measures include: (a) number of disciplinary referrals to the office, (b) observed aggressive behavior, and (c) teacher observation.

Discipline Policy

Effective and safe schools develop and consistently enforce school-wide rules that are clear, broad-based and fair. School safety is enhanced by the development of a school-wide disciplinary policy that includes a code of conduct, specific rules and consequences that can accommodate student differences on a case-by-case basis when necessary. Discipline consequences should be commensurate with the offense, should be written, applied in a nondiscriminatory manner, and accommodate cultural diversity.

Voices uses both classroom and school-wide discipline codes that clearly communicate the behavioral expectations and consequences for students. Voices has developed plans to promote positive behaviors in the playground, cafeteria, and assembly areas.

See the " Suspension and Expulsion Policy" policy in the Family Handbook.

Notice of Disciplinary History

The appropriate school districts shall provide to the administration of Voices schools information on each pupil who has: (1) during the previous three school years, engaged in any suspendable or expellable act (except *E.C. 48900 (h)*) or *(2)* committed a crime reported to the District by a family member, local law enforcement, Probation Department or social services. In the event of a suspension, the Notice of Suspension is copied to the student's cumulative file. Each year, teachers review the cumulative file of their incoming students, thus ensuring that they will be aware of suspensions within the last three years. Additionally, the principal reviews all incoming cumulative files. All employees viewing this information must keep it confidential and may not disseminate it to any other person.

Gang Affiliation

Gang affiliation and gang activity will not be tolerated at Voices. The staff at Voices shall work closely with the local law enforcement / Gang Unit (**Gang Hotline 408-293-GANG (4264), Youth Against Violence Hotline 1 800 680-4264 or 911**) regarding all issues and matters that are gang related. Information from the school and the community shall be communicated to the student's parents, if the pupil begins to make gang affiliations. Appropriate prevention and intervention strategies and programs shall be offered to the families.

Gangs and Graffiti

Students are expected to respect their school and will be required to clean up any graffiti immediately. Any gang affiliated/racist graffiti will be reported to the San Jose Police, Morgan Hill Police, Stockton Police or Richmond Police Department. Refer to Dress Code Policy, appendix O.

Drug, Alcohol, and Tobacco Free

Voices recognizes the need for a Drug free, Alcohol free and Tobacco free environment. Smoking is prohibited in all Voices buildings, facilities, and vehicles. Voices supports abstinence from alcohol, tobacco, and other drugs for all students in order that their development can reach full intellectual, emotional, social and physical potential. Students who use, possess, and/or sell controlled substances are subject to disciplinary action, up to and including a recommendation for expulsion. For further information see the Suspension and Expulsion Policy, appendix M.

Campus Violence Safety Procedures

Reporting of Dangerous, Violent, or Unlawful Activities

Voices takes its role in providing a safe and trusted learning environment very seriously. If any student, family member, or member of Voices' extended community learns of any dangerous, violent, or unlawful activity that they believe has occurred, is occurring, or may occur at the school

or at or near any school-sponsored or school-related event or location, they are strongly encouraged to report that activity—anonymously if necessary—to the Principal.

A report can be sent by a legible written note, by email, or by telephone to the following: 6840 Via del Oro Suite 205 San Jose,CA 95119, info@voicescharterschool.com, 408-791-1609. Reports should include place, time, the general nature of the activity being reported, whether any life-threatening activity or weapons are involved, and any other important details. Any report of activity that imminently threatens or involves an imminent potential loss of life should first be made to 9-1-1, immediately.

Voices shall promptly review every report received as soon as possible, shall make a record of every report received, and shall make a reasonable inquiry into each, as necessary, to ensure to the greatest reasonable extent that no dangerous, violent, or unlawful act occurs at any school-related or school-sponsored event, or on school-provided transportation to any such event. The investigatory response taken by the school and actions taken will be logged as well.

School staff should follow these guidelines <u>when a fight occurs</u>:

1. Send a reliable student to the office to summon assistance.
2. Speak loudly and let everyone know that the behavior should stop immediately.
3. **Do not intervene or try to break up the fight if the students are in 5th grade or above.**
4. Obtain help from other teachers if at all possible.
5. If students are starting to gather, attempt to get students away from the commotion as quickly as possible.
6. Call out the names of the involved students and let them know they have been identified.
7. For the safety of all students, get additional help from law enforcement personnel if confronted with a serious fight, especially one that involves weapons.
8. Attempt to separate the involved students by speaking to them in an assertive tone of voice. Consider the age and/or size of the students, as well as personal safety, before stepping between/among those involved in an altercation. If successful in separating the students, try to avoid using further confrontational behavior.
9. Remember that no one can "cool down" instantly; give the students time to talk in a calm setting and gradually change the climate of the situation.

School Staff should follow these guidelines <u>when a riot occurs</u>:

1. The School principal, or his/her designee, should encourage teachers and staff to be sensitive to the emotional climate of the campus and attempt to defuse any tensions prior to the eruption of problems.
2. Notify local law enforcement of the disturbance and meet at a pre-designated site to evaluate the situation.
3. Activate needed emergency plans, which may include:

a. Instructing office staff to handle communications and initiate lockdown orders.
b. Informing Team Z.
c. Notify transportation to bring appropriate numbers of buses for evacuation or transportation if necessary.
d. Assign staff a temporary detention facility, such as a gymnasium, to secure students and log information.
e. Direct a teacher or designee to initiate lockdown and immobilize the campus.
f. Team Z will brief a representative to meet the media.
g. Assign staff to a pre-designated medical treatment/triage facility.

Assaults

Assaults involve acts of striking or inflicting injury to a person and are regarded as serious matters. Any threat or assault on students or employees should be reported immediately to the School principal, or his/her designee. The school principal (or designee) will determine if law enforcement officials should be notified. If a serious assault occurs, the school principal (or designee) shall:

1. Dial 911.
2. Seek first aid or medical attention, if indicated.
3. Have photographs taken of any injuries.
4. Write down a physical description of the assailant:
   - (sex, age, height, weight, race, clothing, and any weapon used) as soon as possible after the incident.
5. Obtain names and telephone numbers of any witnesses.
6. Draft incident report and submit it to the principal, or his/her designee and Team Z . See <u>Appendix C</u> for Student/Employee Minor Incident/Accident Report.
7. Submit an incident report to the local law enforcement, if serious bodily injury has occurred. See <u>Appendix C</u> for Student/Employee Minor Incident/Accident Report.

Civil Disturbance

A civil disturbance is any situation where a person or group of persons disrupts operations or threatens the safety of individuals. In the event of a civil disturbance, the following precautionary measures should be taken:

1. Notify local law enforcement authorities and-Dial 911.
2. If participants enter the building, remain calm and do not provoke aggression. Report disruptive circumstances to the school principal, or his/her designee and Team Z.
3. Do not argue with the participant(s).
4. Have all students and employees leave the immediate area of disturbance.
5. If the disturbance is outside the building, remain inside the building, unless instructed otherwise by the principal or police officials. Lock all doors. Stay away from windows and exterior doors.
6. If the disturbance is inside the building, follow procedures for evacuation of the school site.
7. Follow further instructions as police officials and other local law enforcement authorities issue them.
8. Draft incident report for the school principal, or his/her designee. See Appendix C for Student/Employee Minor Incident/Accident Report.

School Philosophy

Voices College-Bound Language Academies recognizes the need for students of the School to dress appropriately for school. The School believes that students should focus their energy and attention upon their academic development and not on style or the clothes of their peers. In addition, dress code is important to school pride and safety because it fosters a sense of belonging and students in uniform are easily recognized by all school staff. See Student Dress Code Policy, Appendix O.

General Guidelines

Students will be required to wear a school uniform. See the Voices Family Handbook. The code shall allow students to wear sun protective clothing, including hats. Inappropriate apparel and accessories includes clothing that compromises safety or is disruptive and/or distracting to the school environment and instructional process. The Board is committed to protecting the health, safety, and welfare of the students and the Board believes that appropriate dress and grooming contribute to a productive learning environment. Please refer to Appendix O.

Mental Health Programs

The staff of Voices shall identify students in need of counseling and bring forth the student and the family to the Dean of Culture in order to be connected to appropriate support and/or services internally, including referral to the Student Success Team and/or external resources. The staff of Voices shall complete a referral using the Crisis Intervention Protocol in order for the Crisis Team to complete a selfharm/harm to others/suicide risk assessment as detailed below in the Suicide section in cases where a student directly or indirectly exhibits specific behavior.

Voices will notify parents or guardians of a pupil at least two times during the school year on how to access mental health services at school or within the community. AB 2022 (Chapter 484/2018)—Pupil Mental Health Services: School Notification.

Suicide

Suicide prevention training for instructional staff and administrators will be provided and be designed to help staff identify and refer students at risk of suicide. The training may be offered under the discretion of the Principal and/or Board of Directors and/or in cooperation with one or more community mental health agencies. See Suicide Prevention Policy.

Attempted Suicide / Suicide Threat

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly follow instructions on the Crisis Intervention Protocol and complete needed sections on the risk assessment form and notify the office of a Code Orange situation. A member of the School-site Crisis Team will pick up the risk assessment form and the student to initiate the full assessment. The Principal or other Crisis Team member shall then complete the assessment to determine the risk level. Once the risk level is determined, if high risk - mobile crisis support is initiated and the student's parent/guardian is notified and asked to come to the school site to discuss the assessment and sign a parent /guardian notification recommending connecting with a qualified mental health professional for assistance.. If the risk is assessed as low to medium, the parent/guardian is notified and asked to sign a parent/guardian notification letter and a support plan is discussed.

When a suicide attempt or threat is reported, the Principal or other member of the Crisis Team shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
    a. Securing immediate medical treatment if a suicide attempt has occurred;
    b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;

   c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
2. Designate specific individuals to be promptly contacted, for example the Voices counselor, psychologist, nurse, Principal, and/or the student's parent/guardian, and, as necessary, local law enforcement or mental health agencies.
3. Document the incident in writing as soon as feasible.
4. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at Voices.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the Voices campus, the Principal or designee shall follow the crisis intervention procedures contained in Voices safety plan. After consultation with the Principal or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Principal or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Voices staff may receive assistance from Voices counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Students shall be encouraged through the education program and in Voices activities to notify a teacher, Principal, another Voices administrator, psychologist, Voices counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

- **ALWAYS TAKE THREATS OF SUICIDE SERIOUSLY**
- CALL 911 for medical assistance.
- Do not leave suicidal person unattended. Send a runner to inform your immediate supervisor or other responsible person, principal/designee.
- The principal/designee will:
  - Contact the parent/guardian, apprise them of the situation and make recommendations. Put all recommendations in writing to the parent/guardian.
- If the student is known to be currently in counseling, the principal/designee will attempt to inform their treatment provider of what occurred and the actions taken.
- If the parent refuses to cooperate, and there is any doubt regarding the child's safety,

the school employee who directly witnessed the threat will pursue a 302 involuntary mental health assessment by calling **Santa Clara County Emergency Services at 408-299-2501** or **Contra Costa County Emergency Services at 925-646-4461 or San Joaquin County Emergency Services at 209-953-6200** and ask for a delegate. The delegate will listen to concerns and advise on the course of action. If a 302 involuntary mental health assessment is granted, the first-hand witness will need to be the petitioner, with support from the principal/designee.

- If the county delegate authorizes a 302 mental health assessment, then the county will authorize transportation to the assessment. If a school employee should transport the student, then one school employee should drive and another should be seated next to the student. Do not drive the student in personal vehicles. Do not leave the student alone at any time. Depending on the level of the student's distress, the 302 petitioner (the employee who learned firsthand of the threat) may need to travel in a separate vehicle.

Note: If a threat is made during an after-school program, and no school personnel is available, call **Santa Clara County Crisis Emergency Services at 408-299-2501, Contra Costa County Emergency Services at 925-646-4461, San Joaquin County Emergency Services at 209-953-6200** or **1-800-SUICIDE** or **1-800-273-TALK** for help. Immediately inform the principal or designee regarding the incident and actions taken.

The law requires that you do only what is reasonable under the circumstances; for example, do not try to remove a gun or other weapon from the person.

Suicidal Act

The first school employee on the scene must call for help from another staff member, locate the individual, and follow school emergency medical procedures, such as calling 911.

- A staff member must notify the principal/designee.
- Staff members should move all other students out of the immediate area and arrange appropriate supervision. Students should not be allowed to observe the scene.
- The principal/designee will involve the Leadership Response Team (LRT) to assist as needed and inform the Network Senior Leadership Team.
    - The Leadership Response Team consists of any of the following people:
        - Principal
        - Business Manager
        - Parent Liaison/Dean of Culture
        - Academic Coach
        - Technology Coordinator

  - Teacher informs the office, "I need the Leadership Response Team (LRT)," either by telephone, AT, or student runner.
  - The office drops everything and the LRT mobilizes.
- The principal/designee will contact the parent/guardian and ask them to come to the school or hospital.
- The principal/designee will call for assistance from the Santa Clara County's on-call crisis response team at 408-279-3312, San Joaquin County Emergency Services at 209-953-6200 or Contra Costa Crisis Center - 800-833-2900
- The principal/designee will document in writing all actions taken and recommendations.
- If the student is known to be currently in counseling, the principal/designee will attempt to inform their treatment provider of what occurred and the actions taken.
- The principal/designee will involve the Leadership Response Team (LRT) for follow-up and support.
- The principal/designee will request written documentation from any treating facilities prior to a student's return to school.
- Staff will promptly follow up with any students or staff who might have witnessed the attempt, and contact their parents/guardians. Staff will provide supportive counseling and document all actions taken. Please refer to Appendix E for Voices College-Bound Language Academies Self Harm/Suicide Risk Assessment Form.
- Media representatives should be referred to the appropriate school spokesperson [e.g., COO, or CEO]. School staff should make no statements to the media.

Procedure to Handle the Death of a Student

By far, the worst crisis situation is the death of a student. When a student dies, emotional trauma is a natural occurrence for students, faculty, and staff. A student's death, which occurs on campus, particularly as a result of school violence, is admittedly the most extreme case of trauma for the family and the school community. There is no procedure that fits every scenario; each case requires individual attention. Certainly, there is no prescribed method for dealing with such tragedy; however, the following are suggestions for a school's response to death, particularly death that occurs as a result of school violence:

1. After the initial response, administrators and counselors will meet immediately to review what has happened. Responding to the psychological needs of both staff and students as soon as possible is the best prevention for the development of post-traumatic stress.
2. Get as much information as possible from the family and ask their permission to share it with the students, faculty, and staff. Ask if they have any objection to students, faculty, and staff attending the funeral.
3. Relay the information to the students in a factual way, careful to avoid breaching the student's or family's privacy. The school principal and a counselor might consider

moving from room to room to tell the students what has happened, as developmentally appropriate. They should tell the truth, allow for expression of feelings, and affirm any expressions or feelings the students have. Students need to be told that they may visit a counselor's office for special assistance if they need to talk.

4. If possible, allow a break after telling the students in order to give them an opportunity to express their grief with other students.
5. Upon returning to school, students should be allowed time to discuss their feelings, talk about the deceased, and discuss memories. Give students, faculty, and staff information about the funeral and allow them to attend, provided the family has granted permission.
6. Watch for trouble signs among the students. Be prepared to call in extra counselors if necessary.

Registered Sex Offender Policy

For the protection of students while they are traveling to and from school, attending school, or at a school-related activity, the Governing Board of Voices College-Bound Language Academies ("Voices") has developed the following policy and procedures to ensure Voices principals and their designees respond appropriately as directed by law enforcement when apprised of information that a registered sex offender resides or works within two (2) miles of a Voices school. See Registered Sex Offender Policy.

Staff/Student Interaction Policy

Voices Academies recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the most safe and learning conducive environment possible. See Professional Boundaries: Staff/Student Interaction Policy.

Child Abuse and Neglect Reporting Procedures

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

Voices will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166,

is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars ($1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

Harassment, intimidation, discrimination and bullying policy

Title IX, Harassment, Intimidation, Discrimination and Bullying Policy

This Title IX Policy Prohibiting Discrimination on the Basis of Sex ("Policy") contains the policies and grievance procedures of the Voices College-Bound Language Academies ("Voices" or "Charter School") to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

Voices does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq*.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.[1] Voices will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in Voices' education programs or activities on or after August 1, 2024 including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom Voices does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as "Title IX") may be referred to Voices Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by Voices.

[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.

Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Prohibited Sex-Based Harassment
Under Title IX, "sex-based harassment" means conduct on the basis of sex that satisfies one or more of the following:

- Quid pro quo harassment occurs when an employee, agent, or other person authorized by Voices to provide an aid, benefit, or service under Voices' education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.

- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from Voices' education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
    - The degree to which the conduct affected the complainant's ability to access Voices' education program or activity;
    - The type, frequency, and duration of the conduct;
    - The parties' ages, roles within Voices' education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
    - The location of the conduct and the context in which the conduct occurred; and
    - Other sex-based harassment in Voices' education program or activity.

- Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

- Dating violence, meaning violence committed by a person:
    - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
    - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
        - The length of the relationship;
        - The type of relationship; and
        - The frequency of interaction between the persons involved in the relationship.

- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
    - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
    - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
    - Shares a child in common with the victim; or
    - Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.

- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
- Fear for the person's safety or the safety of others; or
- Suffer substantial emotional distress.

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through Voices.

Examples of conduct that may fall within the Title IX definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
    - Rape, sexual battery, molestation or attempts to commit these assaults.
    - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.

- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:

- Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
- Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
- Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
- Retaliation against an individual who has articulated a good faith concern about sex-based harassment.

- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  a. Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  b. Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  c. Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in Voices' education program or activity at the time of the alleged sex discrimination. Complaints may also be made by: (1) a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or (2) Voices' Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or other person who was participating or attempting to participate in Voices' education program or activity at the time of the alleged sex discrimination.

Complaint means an oral or written request to Voices that objectively can be understood as a request for Voices to investigate and make a determination about alleged sex discrimination.

Confidential Employee means an employee of Voices whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom Voices has designated as confidential under Title IX for the purpose of providing services to persons related to sex discrimination.

Party means a complainant or respondent.

Respondent means a person who is alleged to have violated Voices' prohibition on sex discrimination.

Supportive Measures are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to a party to (1) restore or preserve that party's access to Voices' education program or activity, including measures that are designed to protect the safety of the parties or Voices' educational environment; or (2) provide support during Voices' grievance procedures or during an informal resolution process.

Title IX Coordinator

The Board of Directors of Voices ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Armando Arteaga
Director of Human Resources
6840 Via del Oro #205, San Jose, CA 95119
aarteaga@voicescharterschool.com
(408) 791-1609

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

Deanna Flores
Chief
6840 Via del Oro #205, San Jose, CA 95119
dflores@voicescharterschool.com
(408) 791-1609

The Coordinator is responsible for coordinating Voices' efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decision maker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure Voices' consistent compliance with Title IX.

Reporting Sex Discrimination

All employees who are not a confidential employee must promptly notify the Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Executive Director, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.
Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Voices will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Privacy
Voices acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

Retaliation
Voices prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or

proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes Voices from requiring an employee or other person authorized by Voices to provide aid, benefit, or service under Voices' education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

Confidential Employees
Contact information for the confidential employees at Voices, if any, can be found on the Voices' website or obtained from the Coordinator.

A confidential employee's status as confidential, for Title IX purposes, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies or with respect to information received about sex discrimination in connection with providing services to persons related to sex discrimination.

A confidential employee must explain the following to any person who informs them of conduct that reasonably may constitute sex discrimination under Title IX:

- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

Coordinator's Response to Reports of Sex Discrimination
When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;
- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;
- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;
- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether Voices could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents Voices from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.

The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Voices' education program or activity.

Supportive Measures

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or Voices' educational environment, or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact the Chief Executive Officer via email at aldoramirez@voicescharterschool.com, who is an appropriate and impartial employee or who may designate such an employee, to seek modification or reversal of Voices' decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's IEP Team and 504 Team, if any, in the implementation of supportive measures for that student.

Informal Resolution

At any time prior to determining whether sex discrimination occurred under Voices' Title IX grievance procedures, Voices may offer an informal resolution process to the parties. Voices does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Before initiation of the informal resolution process, the parties will be provided with notice that explains:

- The allegations;
- The requirements of the informal resolution process;
- The right to withdraw and initiate or resume the grievance procedures;
- That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;
- The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and

- What information is retained and whether and how it may be disclosed by Voices for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. Voices will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decision maker in the grievance procedures. The facilitator cannot have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

Grievance Procedures

Scope and General Requirements

Voices has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in Voices' education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

Voices requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

Voices will treat complainants and respondents equitably. Voices presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

Voices may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

Voices allows for the reasonable extension of time frames on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay.

Voices will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

Voices will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence.[2] Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

If a party is a student with a disability, the Coordinator or designee must consult with one or more members, as appropriate, of the student's IEP Team and 504 Team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act of 1973 ("Section 504") throughout the grievance procedures.

Dismissal

In most cases, Voices will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

Voices may dismiss a complaint if:

- Voices is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in Voices' education program or activity and is not employed by Voices;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and Voices determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- Voices determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, Voices will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant's right to appeal the dismissal on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;

[2] Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decision maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing of the dismissal, the basis for the dismissal, and the respondent's right to appeal the dismissal on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable Voices policy.

Appeal of a Dismissal
If a dismissal is timely appealed in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decisionmaker for the appeal, and the parties' right to submit a statement to the decision maker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decision maker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decision maker will notify the parties in writing of the result of the appeal and the rationale for the result.

Notice of the Allegations
Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- Voices' grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to Voices;
- A statement that retaliation is prohibited; and

- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if Voices provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

Emergency Removal

Voices may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with Voices' policies.

Voices may remove a respondent from Voices' education program or activity on an emergency basis, in accordance with Voices' policies, provided that Voices undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.

Investigation

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. Voices has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by Voices to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless Voices obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The

fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence. The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it. The parties timely submitted written responses, if any, will be considered by the investigator and decision maker before a determination of responsibility is made.

Voices will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

Determination of Responsibility
Before making a determination of responsibility, the decisionmaker may question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days of the expiration of the timeframe for the parties to submit a written response to the evidence or an accurate description of it, the decisionmaker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

Appeal of the Determination of Responsibility
Should a party find Voices' determination unsatisfactory, the party may, within five (5) business days of notice of Voices' determination, submit a written appeal to the Chair of the Voices Board, who will serve as the decision maker for the appeal or designate a decisionmaker for the appeal. The decision maker for the appeal must not have taken part in the investigation of the allegations.

The decision maker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

Consequences
Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from Voices or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by Voices including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Voices' education program or activity.

No party, witness, or other person participating in Voices' grievance procedures will be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on Voices' determination whether sex discrimination occurred.

Student Pregnancy and Related Conditions

Voices will not discriminate against any student or applicant based on their current, potential, or past pregnancy or related conditions. For more information about policies and procedures applicable to employees who are pregnant or have a related condition, please refer to the Voices employee handbook.

When a student, or a person who can legally act on behalf of the student, informs any employee of the student's pregnancy or related condition, unless the employee reasonably believes that the Coordinator has already been notified, the employee must promptly:

- Provide that person with the Coordinator's contact information; and
- Inform that person that the Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to Voices' education programs and activities.

If a student, or a person who has a legal right to act on behalf of the student, notifies the Coordinator of the student's pregnancy or related condition, the Coordinator or designee must promptly:

- Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of Voices' obligations under:
    - 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
    - 34 C.F.R. § 106.44(j), which includes rules on disclosures of personal information;
- Provide Voices' Title IX notice of nondiscrimination; and
- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.

A student who is pregnant or has a related condition will be provided with a lactation space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used for expressing breast milk or breastfeeding as needed.

A student who is pregnant or has a related condition may voluntarily take a leave of absence for the time deemed medically necessary by the student's licensed healthcare provider, or if the student so chooses, the time allowed under any Voices leave policy for which the student qualifies. A pregnant or parenting student is entitled to eight weeks of parental leave, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant.
Upon the student's return from leave, the student will be reinstated to the academic status, and, as practicable, to the extracurricular status that the student held when the leave began. The student will not be required to provide any kind of certification demonstrating their ability to physically participate in any class, program, or extracurricular activity unless:

- The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- Such certification is required of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for sex discrimination.

Students who are pregnant or have a related condition will not be required to provide supporting documentation unless necessary and reasonable to determine reasonable modifications or additional actions related to lactation space, leaves of absence, or voluntary access to any available separate and comparable portion of the program.

Training

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All employees, Coordinators and designees, investigators, decisionmakers, and other persons who are responsible for implementing Voices' grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

Voices will maintain the following records for at least seven (7) years:

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.

- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions Voices took to meet its obligations under 34 C.F.R. § 106.44.
- All materials used to provide required Title IX training. Voices will make these training materials available upon request for inspection by members of the public.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

Purpose

To provide students with access to an environment that is safe, secure and conducive to learning. This policy provides guidelines for staff and students to follow for the purpose of providing all students with an environment that is focused on learning. See Title IX Policy Prohibiting Discrimination on the Basis of Sex and Harassment, Intimidation, Discrimination and Bullying Policy.

When an emergency situation occurs, contact the school office staff immediately so that they may determine what type of response is necessary.

Exposure Control Plan For Bloodborne Pathogens

The Principal or designee, shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Principal, or designee, shall establish a written "Exposure Control Plan" designed to protect employees from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

The Board shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the Charter School's "Exposure Control Plan," employees having occupational exposure shall be trained in accordance with applicable state regulations (8 CCR 5193) and offered the hepatitis B vaccination.

The Principal, or designee, may exempt designated first-aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations.

Any employee not identified as having occupational exposure in the Charter School's exposure determination may petition to be included in the Charter School's employee in-service training and hepatitis B vaccination program. Any such petition should be submitted to the Principal, or designee, who shall evaluate the request and notify the petitioners of his/her decision. The

Principal, or designee, may deny a request when there is no reasonable anticipation of contact with infectious material.

Medical Emergency Procedures

Medical Emergency Reporting Procedure. Medical emergencies and accidents can occur at any time and may involve a student or employee. Some emergencies may only require first aid care, while others may require immediate medical attention. When in doubt, it is better to err on the side of caution and dial 911.

1. Medical emergencies involving any student or employee must be reported to the school principal, or his/her designee.
2. Dial 911 or direct someone to do so, provide the following information
    a. School name and phone number
    b. Building address including nearest cross street(s)
    c. Exact location within the building
    d. Your name and phone number
    e. Nature of the emergency
    f. Do not hang up until advised to do so by dispatcher
3. Send a runner to notify the school office that an individual has been injured and an ambulance has been called.
4. Ask someone to dispatch a first aid/CPR trained employee to the victim.
5. Stay calm. Keep the victim warm with a coat or blanket. Do not leave a person unattended.
6. Do not move the victim unless there is danger of further injury.
7. Do not give the victim anything to eat or drink.
8. Draft a written incident report and submit it to the School principal, or his/her designee, before the end of the next workday. See Appendix C for Student/Employee Minor Incident/Accident Report.

Medical Emergency General Guidelines

For minor accidents, use a first aid kit in the classroom.
If a child complains of **illness**, question him/her to determine severity.

1. For minor illness, have the child rest head on desk for 10 to 15 minutes. If he/she still complains, send him/her with a note to the front office (or call the office for escort).
2. If a student is too ill to walk to the office, call the front office for immediate help and explain the severity of the situation.

If a child has **convulsions**:

1. Keep calm
2. Attempt to ease him/her to the floor so he/she will not fall and injure him/herself
3. Turn his/her head to one side so his/her tongue will not block his/her airway
4. Do not attempt to insert anything in his/her mouth
5. Send someone to the office or call the office for assistance

Chemical Burns of skin or eyes should be flushed with large quantities of water at the nearest source. Then send or call the office.

Insect Bites:

1. Remove stinger if possible.
2. Apply cold, wet towel
3. Send to the office if systemic symptoms occur (labored breathing, swelling of the entire body, etc.)

If a **Tooth is displaced** by traumatic injury, wrap the tooth in moist gauze. Send an injured child to the office. Office needs to call the parent/guardian immediately.

Playground Accidents:

1. Render first aid on the playground if necessary
2. If the child is mobile, take them to office
3. If a stretcher is needed, call 911

In addition, the Red Cross offers the following guidelines:

RESCUE BREATHING	● Tap shoulder and shout, “Are you ok?” ● Call 911 if no response ● Open airway: tilt head back slightly, lift chin ● Check for breathing: check quickly for no more than 10 seconds ● If no breathing, give 2 rescue breaths o Tilt head back and lift the chin up o Pinch the nose shut, then make a complete seal of child’s mouth o Blow in for about 1 second to make the chest clearly rise o Give rescue breaths one after the other Rescue breathing count: **Adult:** 1 breath every 5 seconds **Child:** 1 breath every 3 seconds **Infant:** 1 breath every 3 seconds
Nose Bleed	● Put on disposable gloves ● Sit, leaning slightly forward ● Pinch the nose shut for about 10 minutes ● Apply ice or a cold pack that has been wrapped in cloth or towel to the bridge of the nose ● If the bleeding does not stop: o Apply pressure on the upper lip just beneath the nose o Call or have someone else call 911

Wounds	If minor: ● Put on disposable gloves ● Have victim sit down ● Wash wound ● Apply bandage ● Apply ice, if desired If severe: ● Put on disposable gloves ● Have person sit or lie down ● Control bleeding by: o Covering the wound with a dressing and firmly pressing against the wound with a gloved hand until the bleeding stops o Applying a pressure bandage over the dressing to maintain pressure on the wound and to hold the dressing in place o If blood soaks through the bandage, do not remove the blood-soaked bandages. Instead, add more dressings and bandages, and apply additional direct pressure. ● Continue to monitor the person's condition. Observe the person closely for signs that may indicate that person's condition is worsening, such as faster or slower breathing, changes in skin color, and restlessness ● Care for shock. Keep person from getting chilled or overheated ● Have person rest comfortably and provide reassurance ● Wash your hands immediately after giving care, even if you wore gloves
Choking	If unable to: Breathe, Cough, Speak then: ● Give 5 back blows: Bend the person forward at the waist and give 5 back blows between the shoulder blades with the heel of one hand. ● Give 5 abdominal thrusts: o Place a fist with the thumb side against the middle of the person's abdomen, just above the navel. o Cover your fist with your other hand. o Give 5 quick, upward abdominal thrusts. ● Continue care: Continue sets of 5 back blows and 5 abdominal thrusts until the: o Object is forced out

	○ Person can cough forcefully or breathe ○ Person becomes unconscious
Electric Shock	● Do NOT touch individual if they are still in contact with the electrical source ● Turn off source of electricity, if possible ● Call 911

Severe Allergic Reaction (Anaphylaxis)

Anaphylaxis is a severe and sudden allergic reaction. It occurs when a person is exposed to an allergen to which they are sensitive. The most common allergens or trigger substances that may cause anaphylaxis in school-aged children are:

- peanuts
- tree nuts
- fish
- shellfish
- egg
- cow's milk
- sesame
- soy
- insect stings
- latex
- certain medications. Note that the school may only administer medication upon the receipt of parent and physician authorization. See Appendix F for the Medication Doctor & Parent Authorization form.

Anaphylaxis is potentially life threatening and always requires an emergency response.

It is therefore critical that school staff, parents and caregivers are confident about the management and treatment of students who have been diagnosed by a medical practitioner as being anaphylactic or potentially anaphylactic.

Symptoms and signs of anaphylaxis

The symptoms and signs of anaphylaxis, usually but not always, occur within the first 20 minutes after exposure but in some cases can be delayed up to 2 hours or more. Rapid onset and

development of potentially life-threatening clinical effects are characteristic markers of anaphylaxis.

Symptoms and signs of anaphylaxis (a severe allergic reaction) may include one or more of the following:

- Difficulty and/or noisy breathing
- Swelling of the tongue
- Swelling or tightness in the throat
- Difficulty talking or hoarse voice
- Wheeze or persistent cough
- Dizzy/light headed
- Loss of consciousness and/or collapse
- Pale and floppy (young child)

Symptoms and signs of a mild to moderate allergic reaction may include one or more of the following:

- Tingling of the mouth
- Hives, welts or body redness
- Swelling of the face, lips, eyes
- Vomiting, abdominal pain

Emergency treatment procedures – Immediate Reaction Required

<u>For students WITH an Action Plan for Anaphylaxis</u>

- Follow emergency response plan as outlined in a student's Severe Allergy Medical Management Plan
- If Action Plan indicates the use of an Epinephrine auto injector (EpiPen), trained staff shall administer the EpiPen
- Seek urgent medical assistance – call an ambulance (tell the dispatcher that the medical condition is anaphylaxis or a severe allergy)
- If unconscious and no pulse is evident, commence CardioPulmonary Resuscitation (CPR) and continue until ambulance arrives
- Contact parents/caregivers
- Maintain airway, breathing and circulation at all times
- Maintain close observation for possible relapse while waiting for ambulance or medical assistance.

For students WITHOUT Severe Allergy Medical Management Plan

California Education Code (EC) Section 49414, as amended by Senate Bill 1266, effective January 1, 2015,[5] *requires school districts to provide emergency epinephrine auto-injectors to school nurses or trained personnel who have volunteered, and provides that school nurses or trained personnel who have volunteered may use epinephrine auto-injectors to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction.*[6]

Severe allergic reactions or anaphylaxis can occur when there is no history of known allergies. This situation should be treated as an emergency. Under these circumstances there will be no Action Plan. Recognition of the symptoms and/or signs as being anaphylactic may also be a problem. The following steps should be followed:

- A trained staff member or volunteer shall administer the Epinephrine Auto-Injector (EpiPen)
- Seek urgent medical assistance – call an ambulance (if suspected, tell the dispatcher that the medical condition is anaphylaxis or a severe allergy)
- Lay the person flat and elevate the legs if the person is dizzy or seems confused or has a reduced level of consciousness, unless this makes it more difficult for the person to breathe
- Follow standard resuscitation measures if there is no pulse, no breathing or loss of consciousness – if oxygen is available give at a high flow rate.
- Contact parents/caregivers
- Maintain airway, breathing and circulation at all times
- Maintain close observation for possible relapse while waiting for ambulance or medical assistance.

Severe Allergy Medical Management Plan

Steps in the Emergency Use of an Epinephrine Auto-Injector (EpiPen):

1. Determine if anaphylaxis is suspected. Anaphylaxis usually, but not always, occurs right after exposure to an allergen. Frequently anaphylaxis occurs in individuals who have a history of a previous reaction. If there is uncertainty about the diagnosis, but there is a reasonable probability that it is anaphylaxis, then treat it as anaphylaxis.
2. **If anaphylaxis symptoms occur, call 911 or activate the emergency medical system (EMS). Stay with the victim.** Have others notify the paramedics, school nurse, parents and principal/designee immediately.
3. Have the victim sit down. Reassure the victim and avoid moving him or her. Calming reduces the distribution of the allergen in the body.

4. **Prepare to administer EpiPen.**
    a. For students in second grade or below, or if less than 55 lbs, use **White label** EpiPen Jr (0.15 mg)
    b. For adults and students in third grade or above, or if more than 55 lbs, use **Yellow label** EpiPen (0.30 mg). The EpiPen acts immediately; however the effects last only 10 -15 minutes. *Make sure someone has called **911**.*
5. EpiPen Administration Procedure:

Grasp the EpiPen and form a fist around the unit. With the other hand, pull off the GRAY Safety Cap.

a. **Hold the black tip near the outer thigh. Never put your thumb, fingers, or hand over the black tip.** (If an accidental injection occurs, go immediately to the nearest hospital emergency room.)
b. **Swing and jab the black tip firmly into the OUTER BARE THIGH so that the auto-injector is perpendicular (at a 90° angle) to the thigh. You will hear a click.** (The EpiPen can be injected through the victim's clothing, if necessary.)
c. **Hold the EpiPen firmly in place for 10 seconds, and then remove it from the thigh.** (After the injection, the victim may feel his or her heart pounding. This is a normal reaction.)
d. **Remove the EpiPen and massage the injection area for several seconds.**
e. **Check the black tip:**
    - If the needle is exposed, the dose has been delivered
    - If the needle is not exposed, repeat steps b through e
f. **Dispose of the EpiPen in a "sharps" container or give the expanded EpiPen to the paramedics.**
g. **Call 911, if not previously called.**

6. If the anaphylactic reaction is due to an insect sting, remove the stinger as soon as possible after administering the EpiPen. Remove stinger quickly by scraping with a fingernail, plastic card or piece of cardboard. Apply an ice pack to the sting area. Do NOT push, pinch, or squeeze, or further imbed the stinger into the skin because such action may cause more venom to be injected into the victim.
7. Observe the victim for signs of shock. Cover the victim with a blanket, as necessary, to maintain body temperature and help to prevent shock.
8. Monitor the victim's airway and breathing. Begin CPR immediately if the victim stops breathing.
9. Take the victim's vital signs (if trained to do so) and record them. Duplicate the emergency card for the paramedics. When paramedics arrive tell them the time EpiPen was administered and the dose administered. If EpiPen has not been disposed of in a sharps container, give the expanded EpiPen to the paramedics.
10. **If symptoms continue and paramedics do not arrive, use a new EpiPen and re-inject 15 to 20 minutes after initial injection.** Continue to monitor the victim's

airway and breathing.

11. Follow-up medical care should be obtained at the emergency room or from the victim's physician. A second delayed reaction may occur up to 6 hours after the initial anaphylaxis.
12. Document the incident and complete the accident/incident report. See Appendix C for Student/Employee Minor Incident/Accident Report. Include in the documentation the date and time EpiPen was administered, the victim's response, and additional pertinent information. Send a copy of the report to the school nurse.

Quick Reference:

- DO NOT HESITATE to administer Epipen and to call 911 even if the parents cannot be reached.
- Call 911 immediately. 911 must be called if Epipen is administered.
- Advise 911 dispatch that the student is having a severe allergic reaction and Epipen is being administered.
- Students should remain quiet with a staff member at the location where the symptoms began until EMS arrives.
- Provide a copy of the Severe Allergy Plan to EMS upon arrival. See Appendix G for Severe Allergy Medical Management Plan Signature Page.
- Notify the administrator and parent/guardian.
- Call the CDE's School Health Connections Office at 916-319-0914.

Automated External Defibrillator (AED)

Steps in the Emergency Use of an Automated External Defibrillators (AED) during sudden cardiac arrest.

Before Using the AED

These AED steps should be used when caring for a non-breathing child aged 8 or older who weighs more than 55 pounds, or an adult.

After checking the scene and ensuring that the person needs help, you should ask a bystander to call 911 for help, then:

1. Turn on the AED and follow the visual and/or audio prompts.
2. Open the person's shirt and wipe his or her bare chest dry. If the person is wearing any

medication patches, you should use a gloved (if possible) hand to remove the patches before wiping the person's chest.
3. Attach the AED pads, and plug in the connector (if necessary).
4. Make sure no one, including you, is touching the person. Tell everyone to "stand clear."
5. 5Push the "analyze" button (if necessary) and allow the AED to analyze the person's heart rhythm.
6. If the AED recommends that you deliver a shock to the person, make sure that no one, including you, is touching the person – and tell everyone to "stand clear." Once clear, press the "shock" button.
7. Begin CPR after delivering the shock. Or, if no shock is advised, begin CPR. Perform 2 minutes (about 5 cycles) of CPR and continue to follow the AED's prompts. If you notice obvious signs of life, discontinue CPR and monitor breathing for any changes in condition.

Resuscitation Orders

School employees are trained and expected to respond to emergency situations without discrimination. If any student needs resuscitation, staff shall make every effort to resuscitate him/her.

Staff members are prohibited from accepting or following any parental or medical "do not resuscitate" orders. School staff should not be placed in the position of determining whether such orders should be followed, and such Advance Directives shall not be communicated to staff. The principal, or designee, shall ensure that all parents/guardians are informed of this policy.

Opioid Overdose Response Protocol

STEP 1: Evaluate for Signs of Overdose.

a. All employees will be trained to recognize the following signs of an opioid overdose:
    - Unconsciousness or inability to awaken;
    - Slow or shallow breathing or breathing difficulty, such as choking sounds or a gurgling/snoring noise from a person who cannot be awakened; and
    - Fingernails or lips turning blue/purple.
b. If any person is suspected of suffering an overdose, any employee shall first attempt to stimulate the person by:
    - Calling the person’s name;
    - Then, vigorously grind knuckles into the sternum (breastbone) or rub knuckles on the person’s upper lip.
c. If the person responds, assess whether he or she can maintain responsiveness and breathing.

d. Continue to monitor the person, including breathing and alertness, and try to keep the person awake and alert.
e. If unresponsive, call 911, consider providing rescue breathing if the person is not breathing on their own or get help from someone trained in emergency response techniques.

STEP 2: Call 911. Calling 9-1-1 at the appropriate time is an essential step to getting someone with medical expertise to care for the person suspected of experiencing an opioid overdose. If no emergency medical services (EMS) or other trained personnel are on campus, activate the 9-1-1 emergency system immediately. All that needs to be reported is "Someone is unresponsive and not breathing" and then report the specific address and/or description of the location on the campus where the person is located. After relaying this information, follow the dispatcher's instructions. If appropriate, the 911 operator may instruct you to begin CPR and implement rescue breathing, which you may perform or have another responsible and/or trained adult perform. Follow these and all instructions given by 911 operators until emergency responders arrive.

If your school site is supplied with Narcan (Naloxone) proceed to STEP 3, otherwise skip to STEP 4

STEP 3: Administering Naloxone. Employees will be trained on the administration of naloxone according to the instructions provided with the naloxone product maintained at the school.

a. If a person does not respond within 2-3 minutes after administering a dose of naloxone administer a second dose of naloxone.
b. The duration of effect of naloxone depends on the dose, method of administration, and overdose symptoms. The goal of naloxone therapy should be to restore adequate spontaneous breathing, but not necessarily complete arousal.
c. More than one dose of naloxone may be needed to revive someone who is overdosing. People who have taken longer acting or more potent opioids may require additional doses or forms of naloxone therapy.
d. Comfort the person being treated, as withdrawal triggered by naloxone can feel unpleasant. Some people may become agitated or confused, which may improve by providing reassurance and explaining what is happening.

STEP 4: Support the Person's Breathing. Supporting breathing is an important intervention and may be lifesaving on its own. Rescue breathing can be very effective in supporting respiration, and chest compressions can provide ventilatory support. If trained to perform rescue breathing and comfortable doing so, it is recommended that you administer it to someone experiencing opioid overdose symptoms if they are having difficulty breathing. If you are not trained in rescue breathing or are not comfortable administering rescue breathing, call for help from school medical personnel, if any, or other individuals who may be trained in rescue breathing or other emergency medical response techniques.

a. Rescue breathing for adults involves the following steps:
    - Be sure the person's airway is clear (check that nothing inside the person's mouth or throat is blocking the airway).
    - Place one hand on the person's chin, tilt the head back, and pinch the nose closed.
    - Place your mouth over the person's mouth to make a seal and give two slow breaths.
    - Watch for the person's chest (but not the stomach) to rise.
    - Follow up with one breath every 5 seconds.
b. Chest compressions for adults involve the following steps:
    - Place the person on their back.
    - Press hard and fast on the center of the chest.
    - Keep your arms extended.

STEP 5: Assist Emergency Responders. After emergency responders arrive on site, assist them with any requests they may have while tending to the individual experiencing the overdose. Keep other students and unnecessary persons out of the way and make sure the path is clear to the individual needing emergency assistance and back to an ambulance, if necessary. Continue to comply with 911 operator instructions until told to hang up.

DO's and DON'Ts:

DO attend to the person's breathing and cardiovascular support needs by administering oxygen or performing rescue breathing and/or chest compressions.
DO put the person in the "recovery position" on the side, if you must leave the person unattended for any reason.
DO stay with the person and keep them warm.
DON'T slap or forcefully try to stimulate the person; it will only cause further injury. If you cannot wake the person by shouting, rubbing your knuckles on the sternum, or light pinching, the person may be unconscious.

DON'T put the person into a cold bath or shower. This increases the risk of falling, drowning, or going into shock.
DON'T try to make the person vomit drugs that may have been swallowed. Choking or inhaling vomit into lungs can cause a fatal injury.

Emergency Response Plan

The intent of this plan is to clarify school procedures in the case of an emergency. The objectives of our plan are the following:

1. To provide for action which will minimize injuries and loss of life of students and school and emergency personnel if an emergency occurs during school hours;
2. To provide for maximum use of school personnel and school facilities;
3. To ensure the safety and protection of our students and school personnel immediately after a disaster;
4. To arrange for a calm and efficient plan for parents/guardians to retrieve their children from school, should it be necessary, following a disaster.

To meet these objectives, in the event a disaster should occur when children are at school, the following action plan would be implemented.

Initial Response to Emergencies

School personnel are usually first on the scene of an emergency situation within the school. They will normally take charge and remain in charge of the emergency until it is resolved and will transfer command and incident management to the appropriate emergency responder agency with legal authority to assume responsibility. They will seek guidance and direction from local officials and seek technical assistance from state and federal agencies and industry where appropriate. **However, at no time will school officials transfer responsibility for student care.**

When an emergency situation occurs, school personnel must quickly determine what initial response actions are required. Determining the appropriate actions to take is a three-step process:

1. identify the type of emergency;
2. identify the level of emergency; and
3. determine immediate action(s) that may be required. Each of these steps is discussed in the following sections.

Identify Type of Emergency

The first step in responding to an emergency is to determine the *type* of emergency that has

occurred. Emergency procedures for the types of emergencies listed below are provided herein.

- Fire on School Grounds
- Earthquake
- Bomb Threat
- Intruder, Hostage Taking, Lockdown
- Severe Weather
- Extended Power Loss
- Poisoning, Chemical Spills, Hazardous Materials
- Biological or Chemical Attack
- Radiation Threat
- Armed Assault on Campus
- Drive-by Shooting
- Air Pollution / Smog
- Fallen Aircraft
- Explosion
- Unlawful Demonstration/Walkout
- Emergency phone numbers can be found at Appendix H.

In identifying the type of emergency, Voices will follow the Homeland Security Advisory Recommendation, as necessary.

Identify Level of Emergency

The second step in responding to an emergency is to determine the *level* of the emergency. For schools, emergency situations can range from a small fire to a major earthquake. To assist schools in classifying emergency situations, a three-tiered rating system is described below.

Level 1 Emergency: A *minor* emergency that is handled by school personnel without assistance from outside agencies, e.g., a temporary power outage, a minor earthquake, or a minor injury in the play yard.

Level 2 Emergency: A *moderate* emergency that requires assistance from outside agencies, such as a fire or a moderate earthquake, or a suspected act of terrorism involving the dispersion of a potentially hazardous material, e.g., “unknown white powder”.

Level 3 Emergency: A *major* emergency event that requires assistance from outside agencies such as a major earthquake, civil disturbance or a large-scale act of terrorism. For Level 3 emergencies, it is important to remember that the response time of outside agencies may be seriously delayed.

Notification Procedures

1. In case of an emergency at any school facility, the flow of information after calling 911, shall be from the school principal to the Voices Team Z office. Information should include the nature of the incident and the impact on the facility, students and staff.
2. In the event of a fire, anyone discovering the fire shall activate the building fire alarm system. Unless there is a lockdown incident or a shelter in place incident in progress, the building shall be evacuated. In the event that a lockdown or shelter-in-place incident is in progress, the evacuation shall be limited to the area immediately in danger from the fire.
3. In the event the Voices main office is in receipt of information, such as a weather warning that may affect a school within Voices, the information shall be provided to the school principal.

Determine Immediate Response Actions

Once the type and extent of an emergency have been identified, school personnel can determine if an *immediate response action* is required. The principal/designee will be responsible for activating the school emergency operations plan and the initial response. The most common immediate response actions initiated during school emergencies are:

- Duck and Cover
- Shelter-In-Place
- Lockdown
- Evacuate Building
- Off-Site Evacuation
- All Clear

Immediate Response Actions

Duck and Cover
This action is taken to protect students and staff from flying or falling debris.

Description of Action

1. This action is to be taken immediately in case of an earthquake once shaking is perceived by the teachers and staff, even without the initial announcement by the principal.
2. If possible, the principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal

or designee will use other means of communication, i.e., sending messengers to deliver instructions. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. AS YOU ARE AWARE, WE ARE EXPERIENCING SOME SEISMIC ACTIVITY. FOR EVERYONE'S PROTECTION, ALL STUDENTS SHOULD FOLLOW STAFF DUCK AND COVER PROCEDURES, WHICH MEANS YOU SHOULD BE IN A PROTECTED POSITION UNDER A TABLE OR DESK, AWAY FROM WINDOWS AND ANYTHING THAT COULD FALL AND HURT YOU. HOLD THIS POSITION UNTIL THE SHAKING STOPS OR YOU ARE GIVEN FURTHER INSTRUCTIONS."

3. If inside, teachers will instruct students to duck under their desks and cover their heads with their arms and hands.
4. If outside, teachers will instruct students to drop to the ground, place their heads between their knees, and cover their heads with their arms and hands.
5. Teachers and students should move away from windows.

Shelter-in-Place

This action is taken to place and/or keep students indoors in order to provide a greater level of protection from airborne contaminants in outside air. Shelter-in-Place is implemented when there is a need to isolate students and staff from the outdoor environment, and includes the shutdown of classroom and/or building HVAC systems. During Shelter-in-Place, no one should be exposed to the outside air.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building. However, classes in bungalows and buildings with exterior passageways will have to remain in the classroom.

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. BECAUSE WE HAVE RECEIVED INFORMATION REGARDING A HAZARD IN THE COMMUNITY, WE ARE INSTITUTING SHELTER-IN-PLACE PROCEDURES. REMEMBER, THIS MEANS STUDENTS AND STAFF ARE TO REMAIN INSIDE THE BUILDING AWAY FROM OUTSIDE AIR WITH WINDOWS AND DOORS SECURELY CLOSED AND AIR CONDITIONING UNITS TURNED OFF. ALL STUDENTS AND STAFF THAT ARE OUTSIDE ARE TO IMMEDIATELY MOVE TO THE PROTECTION OF AN INSIDE ROOM. AS SOON AS WE HAVE FURTHER INFORMATION, WE WILL SHARE IT WITH YOU."

2. If inside, teachers will keep students in the classroom until further instructions are given.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers should consider the location and proximity of the identified hazard and, if necessary, proceed to an alternative indoor location.
4. Teachers are responsible to secure individual classrooms whereas the Business Manager will assist in completing the procedures as needed: shut down the classroom / building(s) HVAC system; turn off local fans in the area; close and lock doors and windows; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.

Lockdown (or "Code Red")

This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lockdown, students are to remain in the classrooms or designated locations at all time.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building.

For campuses located in Santa Clara County, if there is an active shooter on campus, students and staff should immediately utilize the Run, Hide, Defend protocol.
**Run, Hide, Defend is to be used for students in 3rd grade and above. For 2nd grade and below, the appropriate response should be determined by on-scene school staff.
** A predetermined meeting point should not be established

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., PHONES, TEXT, ETC. DO NOT SEND messengers to deliver instructions IN CODE RED SITUATION. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE HAVE AN EMERGENCY SITUATION AND NEED TO IMPLEMENT LOCKDOWN PROCEDURES. TEACHERS ARE TO LOCK CLASSROOM DOORS AND KEEP ALL STUDENTS INSIDE THE CLASSROOM UNTIL FURTHER NOTICE. DO NOT OPEN THE DOOR UNTIL NOTIFIED BY AN ADMINISTRATOR OR LAW ENFORCEMENT. IF OUTSIDE, STUDENTS AND STAFF ARE TO PROCEED INSIDE TO THE NEAREST BUILDING OR CLASSROOM."

2. If inside, teachers will instruct students to lie on the floor, lock the doors, and close any shades or blinds if it appears safe to do so.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium).
4. Custodian will check and lock all bathrooms.
5. Teachers and students will remain in the classroom or secured area until further instructions are given by the principal or law enforcement.
6. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel, shall be allowed on campus.

Evacuate Building

This action is taken after the decision is made that it is unsafe to remain in the building.

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the Principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE NEED TO INSTITUTE AN EVACUATION OF ALL BUILDINGS. TEACHERS ARE TO TAKE THEIR STUDENTS TO THE ASSEMBLY AREA AND REPORT TO THEIR DESIGNATED AREA. STUDENTS ARE TO REMAIN WITH THEIR TEACHER. TEACHERS NEED TO TAKE THEIR ROLLBOOK AND LOCK THE

CLASSROOM WHEN ALL STUDENTS HAVE EXITED THE CLASSROOM."

2. The principal or designee will initiate a fire alarm.
3. Teachers will instruct students to evacuate the building, using designated routes, and assemble in their assigned *Assembly Area*.
4. Teachers will take the student roster when leaving the building and take attendance once the class is assembled in a safe location.
5. Once assembled, teachers and students will stay in place until further instructions are given.

Off-Site Evacuation

This action is taken after a decision is made that it is unsafe to remain on the campus, and evacuation to an off-site assembly area is required.

Description of Action

1. The principal or designee will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE NEED TO INSTITUTE AN OFF-SITE EVACUATION. TEACHERS ARE TO TAKE THEIR STUDENTS TO THE OFF-SITE ASSEMBLY AREA AND REPORT TO THEIR DESIGNATED AREA. STUDENTS ARE TO REMAIN WITH THEIR TEACHER. TEACHERS NEED TO TAKE THEIR ROLLBOOK AND LOCK THE CLASSROOM WHEN ALL STUDENTS HAVE EXITED THE CLASSROOM."

2. The principal or designee will determine the safest method for evacuating the campus. This may include the use of school buses or simply walking to the designated off-site location. The off-site assembly areas are indicated on the Evacuation Map.
3. Teachers will secure the student roster when leaving the building and take attendance once the class is assembled in a pre-designated safe location.
4. Once assembled off-site, teachers and students will stay in place until further instructions are given.
5. If the event clearance is received from appropriate agencies, the principal or designee may authorize students and staff to return to the classrooms.

Staff Responsibilities:

Principal
- Orders evacuation via all-call systems and with the bell system.
- Takes student accounting as classes leave the school site.
- Does a final check of buildings and leaves for the evacuation site.
- Communicates with Designee as needed

Principal's Designee
- Takes student accounting as classes leave the school building.
- Does a final check of buildings and leaves for the evacuation site.
- Communicate with the principal as needed.

Teachers
- Teachers prepare to evacuate by:
- Getting an Emergency **Backpack.**
- Turning **off** air/heating.
- Taking student count before exiting the room.
- Students ***take*** jackets, but ***leave*** backpacks, etc.
- Walk class in an orderly and quiet manner to the assigned evacuation point.

Custodian
- Evaluates overall campus condition and takes precautionary action.
- Take necessary emergency precautions with gas, electricity, etc.
- Reports to principal or designee when the preceding actions are complete.

Adaptations for Students with Disabilities

Students with known disabilities should have emergency response accommodations noted in their 504 or IEP to indicate additional assistance that may need to be implemented in case of various emergencies covered by this safety plan. Students with known disabilities will also have a pre-designated location in their classrooms that are reserved for them during lockdown, shelter-in-place, and earthquakes.

In the event of an emergency, students with disabilities may have an additional staff person assigned to their classroom to carry out accommodations and assistance with disaster response procedures. The additional staff person will assist the student and teacher during the emergency response.

General Strategies for Assisting Individuals with Disabilities During an Emergency

The needs and preferences of non-ambulatory individuals will vary. Those at ground floor locations may be able to exit without help. Others may have minimal ability to move, and lifting may be dangerous. Some non-ambulatory people also have respiratory complications. Remove them from smoke and vapor immediately.

To alert visually impaired individuals

- ❑ Announce the type of emergency.
- ❑ Offer your arm for guidance.
- ❑ Tell the person where you are going, obstacles you encounter.

When you reach safety, ask if further help is needed.

To alert individuals with hearing limitations

- ❑ Turn lights on/off to gain a person's attention -OR-
- ❑ Indicate directions with gestures -OR-

Write a note with **EVACUATION** directions.

To evacuate individuals using crutches, canes or walkers

- ❑ **Evacuate** these individuals as injured persons.
- ❑ Assist and accompany to **EVACUATION** site, if possible -OR-
- ❑ Use a sturdy chair (or one with wheels) to move person -OR-

Help carry individuals to safety.

To evacuate individuals using wheelchairs

- ❑ Give priority assistance to wheelchair users with electrical respirators.
- ❑ Most wheelchairs are too heavy to take downstairs; consult with the person to determine the best carry options.

Reunite the person with the wheelchair as soon as it is safe to do so.

All Clear

This action is taken to notify teachers that normal school operations can resume.

Description of Action

1. The principal or designee will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal or designee will use other means of communication, i.e., sending messengers to deliver instructions.

"YOUR ATTENTION PLEASE. IT IS NOW SAFE TO RETURN TO YOUR CLASSROOM AND RESUME NORMAL OPERATIONS. I WOULD LIKE TO THANK AND COMMEND STUDENTS AND STAFF FOR THEIR COOPERATION."

2. This action signifies the emergency is over.
3. If appropriate, teachers should immediately begin discussions and activities to address students' fears, anxieties, and other concerns.

Training and Exercise

Voices understands the importance of training, drills, and exercises in the overall emergency management program. To ensure that school personnel and community first responders are aware of their duties and responsibilities under the school plan and the most current procedures, the following training, drill and exercise actions will occur.

1. Training and refresher training sessions shall be conducted for all school personnel. In case of academic staff, training should coincide with the Summer Professional Development. Training for the remainder of the support staff shall be held at a time during the school year that will allow for maximum attendance. Records of the training provided including date(s), type of training and participant roster will be maintained.
2. Information addressed in these sessions will include updated information on plans and/or procedures and changes in the duties and responsibilities of plan participants. Discussions will also center on any revisions to additional materials. Input from all employees is encouraged.
3. Voices will plan for 1) Earthquake, 2) Fire and 3) Evacuation drills 4) Code Red.

This plan addresses emergency actions that are conducted during all four phases of emergency management.

Note Regarding Code Red Drills

Education Code section 32282, subdivision (a)(2)(K), restricts the drill procedures that can be used to prepare students for active shooter situations. Accordingly, whenever a Code Red drill is held to prepare students for responding to an active shooter, those drills shall be designed to comply with the following features:

(1) Code-Red/Lockdown drills shall not be "high-intensity" drills, meaning they shall not include simulations that mimic an actual school shooter or other armed assailant, such as by using theatrical makeup, fake blood, actors, or participation of students in acting out active resistance to an assailant.

(2) The drill shall not use real weapons, gunfire blanks, or explosions.
(3) The drill shall be designed pursuant to a trauma-informed approach, meaning:
    (a) It shall be age and developmentally appropriate in content and terminology, as determined in consultation with school-based mental health professionals;
    (b) Advance notice of the drill (and its expected length of time) shall be provided to parents and guardians, teachers, administrators, and school personnel;
    (c) It shall offer the opportunity for parents/guardians to opt their students out of participation;
    (d) An announcement of the drill shall be given before and after the drill;
    (e) A notice shall be given to parents/guardians after the drill has concluded; and
    (f) The school shall provide contact information for community-based resources to parents/guardians, pupils, and staff who are negatively impacted by the drills.

Mitigation/Prevention

Voices will conduct mitigation/prevention activities as an integral part of the emergency management program. Mitigation/prevention is intended to eliminate hazards and vulnerabilities, reduce the probability of hazards and vulnerabilities causing an emergency situation, or lessen the consequences of unavoidable hazards and vulnerabilities. Mitigation/prevention should be a pre-disaster activity, although mitigation/prevention may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Among the mitigation/prevention activities included in the emergency operations program are:

1. Identifying hazards
2. Recording hazards
3. Analyzing hazards
4. Mitigating/preventing hazards
5. Monitoring hazards
6. Security Audit

Preparedness

Preparedness activities will be conducted to develop the response capabilities needed in the event of an emergency. Among the preparedness activities included in the emergency operations program are:

1. Providing emergency equipment and facilities.

2. Emergency planning, including maintaining this plan.
3. Involving emergency responders, emergency management personnel, other local officials, and volunteer groups who assist this school during emergencies in training opportunities.
4. Conducting periodic drills and exercises to test emergency plans and training.
5. Completing an After Action Review after drills, exercises and actual emergencies.
6. Revise plan as necessary.

Please refer to Appendix I for the School Crisis Response Box Checklist.

Response

Voices will respond to emergency situations effectively and efficiently. The focus of most of this plan is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation quickly, while minimizing casualties and property damage. Response activities include warning, first aid, light fire suppression, law enforcement operations, evacuation, shelter and mass care, light search and rescue, as well as other associated functions.

Recovery

If a disaster occurs, Voices will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the school and provide for the basic needs of the staff and students. Long-term recovery focuses on restoring the school to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to students, families and staff. Examples of recovery programs include temporary relocation of classes, restoration of school services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged stadiums and athletic facilities.

Emergencies Occurring During Summer or Other School Breaks

If a school administrator is notified of an emergency during the summer, the response usually will be one of limited school involvement. In that case, the following steps should be taken:

1. Disseminate information to the principal/designee, the Business Manager, and the parent liaison.
2. Identify close friends/staff most likely to be affected by the emergency. Keep the list and recheck it when school reconvenes.
3. Notify staff or families of students most likely to be affected by the emergency and recommend community resources for support.

4. Notify general faculty/staff by letter or telephone with appropriate information.
5. Schedule a faculty meeting for an update the week before students return to school.
6. Be alert for repercussions among students and staff.

When school reconvenes, check the core group of friends and other at-risk students and staff, and institute appropriate support mechanisms and referral procedures.

Evacuation Routes

Evacuation route maps have been posted in each work area.

Beyond planning for daily ingress/egress routes and emergency evacuation routes, schools must plan for assisting students, staff and visitors with disabilities. Under the Americans with Disabilities Act of 1990, individuals who are deaf/hard of hearing, blind/partially sighted, mobility impaired and/or cognitively/emotionally impaired must be assisted.

In the event of an airborne chemical or biological release, it is safest for students and staff to remain indoors at the school site.

Special Information For Parents

Telephones/Communications

In the event of an earthquake, flood or other natural disaster, keep your radios tuned to your local radio station for advisory information. Please do not call the school as we must have the lines open for emergency calls.

In the event of an emergency, we will share information with families via the school's automated communications system. Please make sure your updated contact information is in our system.

"YOUR ATTENTION PLEASE. THIS IS (NAME & TITLE) WITH AN IMPORTANT MESSAGE CONCERNING ALL OF VOICES COLLEGE-BOUND LANGUAGE ACADEMIES. AS YOU ARE AWARE, WE ARE EXPERIENCING SOME SEISMIC ACTIVITY. FOR EVERYONE'S PROTECTION, KEEP YOUR RADIOS TURNED TO YOUR LOCAL RADIO STATION FOR ADVISORY INFORMATION. PLEASE DO NOT CALL THE SCHOOL AS WE MUST HAVE THE LINES OPEN FOR EMERGENCY CALLS. WE WILL UPDATE YOU AS SOON AS WE HAVE FURTHER INFORMATION."

Dismissal

Should there be a major earthquake or other disaster, children will remain under the supervision of school authorities until parents or responsible adults can pick them up.

Student Release Procedure

1. Go directly to the entrance of the school or evacuation area.
2. Inform the teacher, aide or adult responsible for that classroom that you are taking the child from the class line.
3. Proceed with the child back to Student Release Tables to sign a Student Release/Runner Form (Appendix K) form for each child you are taking. Do not remove your child or any other child from school without signing the emergency release form. This provides us a record of where each child is if someone else arrives later looking for the child.
4. Unless you are staying to volunteer, please leave as quickly as possible after signing out your child.
5. Adults will be needed to help with first aid, dismissing students, helping with classes, monitoring traffic, etc. If you are able to volunteer to help, go directly to the Command Center (Appendix L) where the Business Manager will give you an assignment. Volunteers should leave children with their classes and not sign student release form(s) until they are ready to leave.

If You Can't Get to the School

Should a major disaster occur, it is likely that many parents will not be able to reach the school right away. If conditions make it necessary, we will release your child to the adult indicated on your child's Emergency Release form. We will keep a written record of the child and the adult to whom the child has been released.

The school principal or teacher in charge will determine the need to leave the building. In the event the building cannot be reoccupied or if a fire requires evacuation of the school, the students will be transferred to the nearest available safe shelter.

If the children are caught in a disaster between home and school, it is recommended that they go immediately to school.

Responding to Emergencies

The following pages outline how staff should respond in the event of specific emergency situations:

Fire

When the fire is discovered:

- Activate the nearest fire alarm (if installed)
- Notify the local Fire Department by calling: **911**
- If the fire alarm is not available, notify the site personnel about the fire emergency: Call Teachers' 2-way radio

Evacuation Process for Teachers:

1. Get emergency backpack
2. Get your class roster (clipboard).
3. Get the evacuation map (clipboard).
4. Count your students before you leave the room.
5. Close your door upon exiting the room.
6. Zero noise is to be adhered as the class walks to and waits at the Assembly Area.
7. Take roll at the Assembly Area.
8. Listen for direction from the principal.

The School needs to:

1. Notify the Fire Department by dialing 911. The Fire Department is to be notified of any fires larger in size than a wastebasket. The Fire Department should be given the following information:

Voices Morgan HIll
16505 Monterey Road
Morgan Hill, CA 95037
(408) 791-1700

Voices Franklin McKinley
715 Hellyer Avenue
San Jose, CA 95111
(408) 361-1960

Voices Mount Pleasant
14271 Story Road
San Jose, CA 95127
(408) 571-6404

Voices West Contra Costa
201 28th Street,
Richmond, CA 94804
(510) 480-0540

Voices Stockton
321 E Weber Ave
Stockton, CA 95202
(209)-455-5162

a. Exact location of the fire within the building

2. Have students and staff evacuate the building in accordance with established procedures.

Fight the fire ONLY if:

- The fire department has been notified; The fire extinguisher is in working condition
- The fire is small and is not spreading to other areas
- Escaping the area is possible by backing up to the nearest exit

Upon being notified about the fire:

- Leave the building using the designated escape routes
- Assemble in the designated area (see evacuation map)
- Remain outside until directed that it is safe to reenter

Business Manager and school support staff must:

- Disconnect utilities & equipment unless doing so jeopardizes his/her safety
- Coordinate an orderly evacuation of personnel
- Perform an accurate headcount of personnel reported to the designated area
- Determine a rescue method to locate missing personnel
- Provide the Fire Department personnel with the necessary info about the facility
- Perform assessment & coordinate weather forecast office emergency closing procedures

School support staff must:

- Ensure that all employees have evacuated the area / floor
- Report any problems to the principal/designee at the assembly area
- Assist all physically challenged employees and students in emergency evacuation

*****The principal/designee is the ONLY PERSON authorized to sign out a child in the event of ANY**

emergency***

Scenario 1: Fire In Surrounding Area

This procedure addresses the situation where a fire is discovered in an area adjoining the school. The initiated response actions should take into consideration the location and size of the fire, its proximity to the school and the likelihood that the fire may affect the school.

Procedure

- The principal/designee will initiate the appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, LOCKDOWN, EVACUATE BUILDING or OFF-SITE EVACUATION.
- The principal/designee will notify “911” and will provide the location and nature of the emergency.
- The principal/designee will instruct the Business Manager to prevent students from approaching the fire and keep routes open for emergency vehicles.
- The principal/designee will contact the local fire department and will work with the fire department to determine if school grounds are threatened by the fire, smoke, or other hazardous conditions.
- If the principal/designee issues the EVACUATE BUILDING action, staff and students will evacuate the affected building(s) using prescribed routes or other safe routes to the Assembly Area.
- In the event of an evacuation, teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
- The principal/designee will keep a battery-powered radio tuned to a local radio station for emergency information.
- As appropriate, the principal/designee will activate the BrightArrow Parent Alert System.
- The principal/designee will notify Team Z of the emergency situation.
- The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

Fire On School Grounds

This procedure addresses situations where a fire is discovered on school grounds. A quick response to this situation is very important to prevent injuries and further property damage.

Procedure

1. Upon discovery of a fire, teachers or staff will direct all occupants out of the building, signal the fire alarm, and report the fire to the principal/designee.

2. The principal/designee will immediately initiate the EVACUATE BUILDING action. Staff and students will evacuate buildings using the prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
4. The principal/designee will call “911” and will provide the exact location (e.g., building, room, area) of the fire.
5. Attempt to suppress fires and initiate rescue procedures until the local fire department arrives ONLY if the fire is small and is not spreading to other areas and/or escaping the area is possible by backing up to the nearest exit.
6. The Business Manager will secure the area to prevent unauthorized entry and keep access roads clear for emergency vehicles.
7. A School Administrator will direct the fire department to the fire and brief fire department official on the situation.
8. The Business Manager will notify the appropriate utility company of damages.
9. The principal/designee will notify Team Z of the fire.
10. Any affected areas will not be reopened until the Santa Clara, Contra Costa, or San Joaquin County Fire Department or appropriate agency provides clearance and the principal/designee issues authorization to do so.
11. For fires during non-school hours, the principal/designee and Team Z will determine if the school will open the following day.
12. All fires, regardless of their size, which are extinguished by school personnel, require a call to the Fire Department to indicate “fire is out.”

Earthquake Procedure

What to Expect During an Earthquake

The first indication of a damaging earthquake may be a gentle shaking, the swaying of hanging objects or the sound of objects wobbling on shelves. You may be jarred by a violent jolt. You may hear a low, loud, rumbling noise and then feel shaking, making it very difficult to move from one place to another. The following may occur:

- Freestanding bookshelves may topple
- Wall-mounted objects may loosen and fall
- Suspended ceiling components may fall, causing others to come down with them
- Door frames may be bent by moving walls and may jam doors shut
- Moving walls may bend window frames, causing glass to shatter, sending dangerous shards into the room
- The accompanying noise may cause considerable stress

During an actual earthquake, the signal to begin the emergency procedure is the sensation of severe quaking.

If you are NOT told to Evacuate, each teacher needs to:

Take cover under a sturdy desk or table, in a doorway, or against an inside wall until the shaking stops. Give the DROP AND COVER command.

DUCK, or **DROP** down on the floor.

Take **COVER** under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.

HOLD onto the furniture and be prepared to move with it.
Stay in this position for at least one minute or, in a real situation, until shaking stops.

After shaking stops, check for injuries, and render first aid.
If you are instructed to evacuate, each teacher needs to:

1. Get your class roster (backpack).
2. Get the evacuation map (backpack).
3. Count your students before you leave the room.
4. Be last to leave the classroom but once out of the room get to the front of the student line.
5. Ensure that your door is open upon exiting the room.
6. Bring your emergency backpack to the outdoor Assembly Area.
7. Zero noise is to be adhered as the class walks to and waits

Staff Responsibilities

The staff responsibilities during an earthquake are slightly different from the responsibilities during a fire drill. Please read the following carefully:

Principal or designee	Initiates fire/evacuation drill. Evacuates students. Evaluates overall campus condition and takes precautionary action. Determines if conditions warrant forming a search and rescue team to find missing students. Determines when it is safe to return to class. Follow fire / evacuation written procedures at appropriate times.

Business Manager	Calls 911. Follow fire / evacuation drill procedures at appropriate times.
Custodian	Evaluates overall campus condition and takes precautionary action. Take necessary emergency precautions with gas, electricity, etc. Reports to principal when the preceding actions are complete.
Teachers	Initiate ***drop and cover*** procedures. Follow fire/evacuation drill procedures at appropriate times.
Students	Respond to the earthquake drill in a quick, calm and orderly manner. Listen and respond quickly to all instructions from staff.
Other Personnel	Drop and cover procedures. Follow fire/evacuation plan at appropriate time. Support teachers, assist students

Re-entry into Classrooms

The principal/designee will consider the severity of the emergency. If deemed safe, students will re- enter the campus. In **drill** situations, the announcement: "**All Clear**" will be announced on the PA System/Two-way radio .

Procedures of Injured Parties

In the event that the emergency situation warrants a lockdown of the campus, injured parties should be taken to the cafeteria or designated triage area.

Release of Staff

Once the student body is as safe and secure as possible, teachers will remain with their students until the principal or designee releases staff to attend to personal situations, families and home. ***Building evacuation following an earthquake is vital due to secondary hazards (explosions, fire, etc.)***

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

****The principal/designee is the only person who may check out a child in the case of any emergency.****

Bomb Threat

General Information

Every person answering the telephone must understand the importance of a calm and reasonable action when a bomb threat is received. Information obtained by that person might be of great importance! Please see Appendix J for the Telephone Bomb Threat Reporting Procedure.

Person Receiving the Threat

Attempt to keep the caller on the line. Get as much information as possible from the caller. Refer to Bomb Threat Reporting Procedure and record appropriate data.

Immediately after receiving the threat, report all information to the principal or closest designee to the office. The principal or designee will coordinate procedures and make reports to the proper authorities.

Staff Responsibilities

Principal

- Assumes command of the crisis until replaced by the fire department/Sheriff's Department**.**
- Uses the bell system to signal (short bells in series) and the all-call system to announce,

"Your attention please. Your attention please. Evacuate the building – Evacuate the building."

- With the Business Manager or custodian, makes a search of the entire campus.
- Upon consultation with law enforcement/fire department (usually after inspection by law enforcement) declares the buildings to be unsafe.
- If school buildings are deemed unsafe, students will be transported (Directed Transportation) and parents will be notified.
- If the campus is inspected and declared safe, students will re-enter classrooms.

Principal's Designee

- Searches the office and reports any relevant information to the principal.
- Reports to the principal and assists as necessary.

Teachers

- Make a prompt visual search of the classroom and report any relevant information to the administration by phone, (missing students.)

- If a teacher receives a bomb threat refer to the bomb threat reporting checklist.
- Call the office and inform them of the threat. Office to call 911.
- If evacuation is ordered, **take students** to the designated evacuation area along with an emergency **backpack**.
- Leave the room unlocked and turn off lights as you leave.

Custodian

- Check all restrooms and perimeters around buildings, back and side gates.
- In the event the custodial staff is not on campus for any reason, the following backup plan will be followed: The **principal** and **principal's designee** will split the duties of the custodian.
- Will lock all gates

Intruder / Hostage Taking / Lockdown Procedure (Code Red)

If someone enters the school grounds or buildings with a deadly weapon:

1. Avoid confronting the student or gunman.
2. Notify the School principal, or his/her designee, or school office immediately.
3. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.

The school principal, or his/her designee, should follow these guidelines:

1. Notify law enforcement immediately.
2. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.
3. Determine the level of threat. If the level of threat is high, call for additional backup.
4. Attempt to get the weapon from the gunman or student through negotiation, or take other appropriate action with the aid of local law enforcement.
5. If the level of threat is low, call the student to the office and have law enforcement take the appropriate action.

In case there is a HOSTAGE SITUATION at the school, staff should:

1. Stay Calm / Do NOT be a Hero
2. Follow instructions of the captor.
3. Cooperate; be friendly if possible; don't argue with or antagonize captor or other hostages.
4. Inform captors of medical or other needs.
5. Be prepared to wait; elapsed time is a good sign.
6. Don't try to escape; don't try to resolve the situation by force.

7. Be observant and remember everything that is seen or heard.
8. If a rescue takes place, lie on the floor and await instructions from rescuers.
9. The school principal, or his/her designee, should be responsible for the following:
10. Immediately notify law enforcement.
11. Move other students and teachers completely away from those who are in the hostage situation.
12. Keep everyone as calm as possible.
13. Be prepared to answer questions from the family.

Lockdown Procedure

If someone enters the school grounds or buildings with a deadly weapon, the staff should follow these guidelines:

1. Avoid confronting the student or gunman.
2. Notify the school principal, or his/her designee, or school office immediately.
3. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.

The school principal, or his/her designee, should follow these guidelines:

1. Notify law enforcement immediately.
2. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.
3. Determine the level of threat. If the level of threat is high, call for additional backup.
4. Give the "Lockdown Order" to all Teachers.

Classroom Teacher Should:

1. Lock the classroom door when the "Lockdown Order" is given.
2. Barricade the door and any entrance to the classroom
3. Build a separate barricade for the students to hide behind
4. Quiet the students
5. Take roll
6. Wait for the "All Clear" order

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Armed Assault on Campus

An **Armed Assault on Campus** involves one or more individuals who attempt to take hostages or cause physical harm to students and staff. Such an incident may involve individuals who possess a

gun, a knife or other harmful device.

Procedure

1. Upon first indication of an armed assault, personnel should immediately call "911" and then notify the principal/designee.
2. The principal/designee will initiate the appropriate Immediate Response Action(s), which may include SHELTER-IN-PLACE, LOCKDOWN, EVACUATE BUILDING or OFF-SITE EVACUATION.
   For campuses located in Santa Clara County, if there is an active shooter on campus, students and staff should immediately utilize the Run, Hide, Defend protocol.
   **Run, Hide, Defend is to be used for students in 3rd grade and above. For 2nd grade and below, the appropriate response should be determined by on-scene school staff.
   ** A pre-determined meeting point should not be established
3. The principal/designee will call "911" and provide the exact location and nature of the incident. The principal/designee should designate a person to remain online with Police if safe to do so. If there is an assigned officer on campus, they shall be notified.
4. Staff should take steps to calm and control students, and if safe to do so, attempt to maintain separation between students and the perpetrator.
5. Staff should maintain order in all areas of assembly or shelter, and should await the arrival of law enforcement.
6. After the perpetrator(s) has been neutralized, the principal/designee will conduct a headcount of students and staff, and will notify law enforcement of any missing persons.
7. The school staff will work with local authorities to ensure injured students and staff receive medical attention.
8. The Business Manager will control all points of entry to the school.
9. The principal/designee will prepare a verified list of casualties, and the locations to which they were transported. The Principal/designee will work with the local Police Department to ensure the notification of parents and family members.
10. All media inquiries will be referred to the principal/designee and local Police Department.
11. The principal/designee will debrief staff and school police officers.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Drive-by Shooting

With the availability of weapons and the increase in gang activity, it is possible that a drive-by shooting could occur at or near a school site. The immediate concern is the safety of students and

staff.

If you suspect that shots may have been fired from a passing vehicle:

1. Have staff and students lie flat on the ground and keep as low as possible.
2. If safe, look at the vehicle, try to identify:
    a. License plate number
    b. Type of vehicle
    c. Occupants
    d. Weapons

Immediately after the vehicle is gone:

1. Contact School Office
2. Office Staff will call 911
3. Principal/Designee will order Secure Building
4. Assess injuries, if any.
5. Have students move safely and quickly to their classrooms.
6. Do not move those seriously injured unless imminent danger exists. If the injured are ambulatory, move them to a safe shelter.
7. Immediately notify the office of the situation and report the extent of any injuries.
8. Stay with the injured until emergency services arrive.
9. Assist the authorities with as much detail as possible.
10. Alert Team Z of the incident.
11. If the media arrives, they should be directed to the CEO.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Severe Weather

Flood

If Indoors:

- Be ready to evacuate as directed by the principal and/or the designated official
- Follow the recommended primary or secondary evacuation routes

If Outdoors:

- Climb to high ground and stay there
- Avoid walking or driving through flood water
- If car/bus/van stalls, abandon it immediately and climb to a higher ground

Tornado

- When a warning is issued by sirens or other means, seek inside shelter. Consider the following safe places:
  - Small interior rooms on the lowest floor and without windows
  - Hallways on the lowest floor away from doors and windows
  - Rooms constructed with reinforced concrete, brick or no windows
  - Stay away from outside walls & windows
  - Use arms & protect head & neck
  - Remain sheltered until the tornado threat is announced to be over

Extended Power Loss

In the event of extended power loss to a facility certain precautionary measures should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and affecting sensitive equipment
- Facilities with freezing temperatures should turn off and drain the following lines in the event of a long term power loss:
  - Fire sprinkler system
  - Standpipes
  - Potable water lines
    - Toilets
- Equipment that contain fluids that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids or provided with auxiliary heat sources

Upon Restoration of Heat & Power:

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensation from forming on circuitry
- Fire and potable water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on

Poisoning, Chemical Spills, Hazardous Materials Safety

Poisoning

If a student ingested a poisonous substance:

- Call **Poison Control Center Link Line 1-800-222-1222**. Take appropriate first aid measures.
- Call parents.
- Notify principal/designee.

When a large chemical spill has occurred:

- Immediately notify the principal or his/her designee
- Contain the spill with available equipment
- Secure the area & alert other site personnel
- Do not attempt to clean the spill unless trained to do so
- Attend to injured personnel & call the medical emergency number if required
- Call a local spill cleanup company or the Fire Department to perform a large chemical spill cleanup
- Evacuate building as necessary

When a small chemical spill has occurred:

- Notify the principal or his/her designee
- If toxic fumes are present, secure the area to prevent other personnel/students from entering
- Small spills must be handled in a safe manner, while wearing the proper PPE
- Review general spill cleanup procedures

Name of Spill Cleanup Company: **County of Santa Clara – Dept. of Environmental Health (408) 918-3400, Contra Costa Health Services (408) 925-335-3200, San Joaquin County - Dept. of Environmental Health (209) 468-3439**

Hazardous Substances

Hazardous Substances include the following, but is not limited to the following:

Gasoline	Lacquer Thinner
Solvents	Paint
Motor Oil	Agricultural Spray
Diesel Fuel	Paint Thinner

Kerosene Stain

Anti-Freeze Brake Fluid

Airborne Gasses/Fumes

Always call for assistance and:

- Extinguish all ignition sources
- Shut off main emergency switch to fuel pump, if appropriate
- Move appropriate fire extinguishing equipment to area
- If possible, contain the spill to prevent further contamination

Move people/personnel away or evacuate from contaminated area

Biological / Chemical Attack

A **Biological or Chemical Release** is an incident involving the discharge of a biological or chemical substance in a solid, liquid or gaseous state. Such incidents may also include the release of radioactive materials. Common chemical threats within or adjacent to schools include the discharge of acid in a school laboratory, an overturned truck of hazardous materials in proximity of the school, or an explosion at a nearby oil refinery or other chemical plant.

The following indicators may suggest the release of a biological or chemical substance: Multiple victims suffering from watery eyes, twitching, choking or loss of coordination, or having trouble breathing. Other indicators may include the presence of distressed animals or dead birds.

This procedure deals with three possible scenarios involving the release of biochemical substances: Scenario 1 - Substance released inside a room or a building; Scenario 2 - Substance released outdoors and localized; and Scenario 3 - Substance released in the surrounding community. It is necessary to first determine which scenario applies and then implement the appropriate response procedures listed below.

Procedure

Scenario 1: Substance Released Inside a Room or Building

1. The principal/designee will initiate the EVACUATE BUILDING action. Staff will use designated routes or other alternative safe routes to an assigned Assembly Area, located upwind of the affected room or building.
2. The principal/designee will call “911” and the **California Emergency Management**

Agency, State Warning Center 1-800-852-7550 and will provide the exact location (e.g., building, room, area) and nature of emergency.
3. The principal/designee will notify Team Z of the situation.
4. The principal/designee will instruct school staff to isolate and restrict access to potentially contaminated areas.
5. The Business Manager will turn off local fans in the area of the release, close the windows and doors, and shut down the building's air handling system.
6. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated "topically" by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). The Business Manager should assess the need for medical attention.
7. The Business Manager will prepare a list of all people in the affected room or contaminated area, specifying those who may have had actual contact with the substance. The Business Manager will provide the list to the principal/designee and the emergency response personnel.
8. Any affected areas will not be reopened until the Santa Clara County/Contra Costa County/San Joaquin County HazMat or appropriate agency provides clearance and the principal/designee gives authorization to do so.

Scenario 2: Substance Released Outdoors and Localized

1. The principal/designee will immediately direct staff to remove students from the affected areas to an area upwind from the release. The principal/designee will, if necessary, initiate the EVACUATE BUILDING action.
2. The Business Manager will establish a safe perimeter around the affected area and ensure personnel do not reenter the area.
3. The principal/designee will call "911" and the California Emergency Management Agency, **State Warning Center 1-800-852-7550** and will provide the exact location and nature of the emergency.
4. The principal/designee will notify Team Z of the situation.
5. The Business Manager will turn off local fans in the area of the release, close the windows and doors and shut down the air handling systems of affected buildings.
6. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated "topically" by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). The Business Manager should assess the need for medical attention.
7. The Business Manager will prepare a list of all people in areas of contamination, especially those who may have had actual contact with the substance. The Business Manager will provide the list to the principal/designee and the emergency response personnel.

8. Any affected areas will not be reopened until the appropriate agency provides clearance and the principal/designee gives authorization to do so.

Scenario 3: Substance Released in Surrounding Community

1. If the principal/designee or local authorities determine a potentially toxic substance has been released to the atmosphere, the principal/designee will initiate SHELTER-IN-PLACE.
2. Upon receiving the SHELTER-IN-PLACE notification, the Business Manager will turn off local fans in the area; close and lock doors and windows; shut down all buildings' air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.
3. Staff and students located outdoors will be directed to proceed immediately to nearby classrooms or buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers should communicate their locations to the principal/designee, using the PA System/Two-way radio or other means without leaving the building.
4. The principal/designee will call "911", and the California Emergency Management Agency, State Warning Center 1-800-852-7550 and will provide the exact location and nature of the emergency.
5. The principal/designee will notify Team Z of the situation.
6. The principal/designee will turn on a radio or television station to monitor information concerning the incident.
7. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance, or staff is otherwise notified by the principal/designee.

Pandemic Influenza

During an influenza pandemic, social distancing measures to limit the spread of the disease will include limited public gathering, canceling public events and closing public gathering places including schools, in coordination with local and state officials.

The pandemic cycle may repeat multiple times for a period of up to two years.

Level III Prevention: Schools are open

- Normal School Activities with:
  - Prevention Communications
  - Prevention & Mitigation Activities
  - Pre Planning Activities
  - Implementation of disinfecting protocols
  - Implementation of individual control measures and screening
  - Implementation of physical distancing guidelines
  - Training staff & students on how to limit the spread of COVID-19 and Promoting Healthy Hygiene Practices

- Implementation of COVID-19 Testing and Reporting Procedures

Level II Preparedness: Schools prepare for closure

- Plan for Continuity of Operations
- Plan for Continuity of Education
- Communication Plans
- Home learning/work Preparation Activities

Level I Response: Schools close

- Warning Phase:
  - Social Distancing
  - Minimum Days
  - No Extra-Curricular Activities
- Schools Close
  - Implement Continuity Plans

Level III Recovery & Prevention: Schools reopen

- Return to a “new normal”
- Establish routines
- Begin psychological recovery activities

Radiation Threat

A radiation threat, often called a "dirty bomb," is the use of common explosives to spread radioactive materials over a targeted area.

- If you are outside, cover your nose and mouth and quickly go inside a building that has not been damaged.
- If you are INSIDE, close windows and doors; turn off air conditioners, heaters or other ventilation systems.
- Steps for self-decontamination:
  - REMOVE YOUR CLOTHES and put them in a sealed plastic bag.
  - WASH SKIN as thoroughly as possible with lukewarm water.
  - LISTEN TO RADIO/PA System/Two-way radio for other instructions.

Air Pollution/Smog

Individuals Whom it May Affect

It is recommended that protective measures be taken by sensitive persons. These are persons with chronic lung disease or asthma, the elderly, the chronically ill and exercising children and adults.

Protective Actions

- Avoid strenuous outdoor physical activity during an episode.

- Avoid exertion or excitement, which will increase breathing rate.
- Plan indoor activities for students.
- Outdoor activities should be restricted beginning at stage two or when the media announces a bad air day.
- Remain indoors until the episode ends. Keep doors and windows closed, as indoor concentrations of ozone are about one-half that of outdoor levels.
- Use the air conditioner to recirculate indoor air and keep cool. High temperatures may add stress to the pollutant effects.
- Avoid aerosols, dust, fumes, and other irritants. Reduce activities such as cooking or cleaning, which produce irritants to the nose, eyes, and lungs.
- Avoid traffic-congested areas where pollutants are being generated, if you must go outside.
- During air pollution seasons, use the cooler morning hours for outdoor activities.
- Expect severity of symptoms to increase as ozone levels increase (coughing, wheezing, shortness of breath, headaches, chest discomfort and pain, etc.).
- If we are notified, via the health department/Team Z, that it is unhealthful for students to be outside, you will be notified, via the all-call system, that recesses are canceled.
- We will follow the “rainy day” schedule for lunch

AQI Basics for Ozone and Particle Pollution

Daily AQI Color	Levels of Concern	Values of Index	Description of Air Quality
Green	Good	0 to 50	Air quality is satisfactory, and air pollution poses little or no risk.
Yellow	Moderate	51 to 100	Air quality is acceptable. However, there may be a risk for some people, particularly those who are unusually sensitive to air pollution.
Orange	Unhealthy for Sensitive Groups	101 to 150	Members of sensitive groups may experience health effects. The general public is less likely to be affected.
Red	Unhealthy	151 to 200	Some members of the general public may experience health effects; members of sensitive groups may experience more serious health effects.
Purple	Very Unhealthy	201 to 300	Health alert: The risk of health effects is increased for everyone.
Maroon	Hazardous	301 and higher	Health warning of emergency conditions: everyone is more likely to be affected.

Stage 1: Advisory/Alert

- MODIFY WORK PROGRAM to reduce activities that increase your respiration rate.
- REDUCE VEHICLE USE. Curtail work-related driving and carpool to and from work. Encourage students to bike, walk or carpool to school.

Stage 2: Warning

- IF AT HOME, REMAIN HOME. Sites will be closed until the principal or his/her designee is notified that the warning is terminated. Await instructions from your supervisor.
- IF AT WORK, REMAIN AT WORK until released by the principal or his/her designee.

Stage 3: Declared Emergency

- IF AT HOME, REMAIN HOME. Sites will be closed until the principal or his/her designee is notified that the emergency is over. Await instructions from your supervisor.
- IF AT WORK, REMAIN AT WORK until released by the principal or his/her designee.

Fallen Aircraft

This procedure addresses situations involving an **Aircraft Crash** on or in proximity to school property. If a crash results in a fuel or chemical spill on school property refer to the section on Biological or Chemical Release. If a crash results in a utility interruption, refer to the section on Loss of Power.

Procedure

1. The principal/designee will initiate appropriate Immediate Response Actions, which may include DUCK AND COVER, SHELTER-IN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION as described in the *"Immediate Response Actions"* section.
2. If the principal/designee issues the EVACUATE BUILDING action, staff and students will evacuate the buildings using prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Assembly Area Team of missing students.
4. The principal/designee will call "911" and the Police and will provide the exact location (e.g., building or area) and nature of emergency.
5. If on school property, the Business Manager will secure the crash area to prevent unauthorized access. If the crash results in a fuel or chemical spill on school property, refer to the section titled:

"Poisoning, Chemical Spills, Hazardous Materials Safety Procedures". If the crash results in a utility interruption, refer to the section on Loss of Power.

6. The principal/designee will direct the Business Manager to organize fire suppression activities until the Fire Department arrives.
7. The Business Manager will check injuries to provide appropriate first aid.
8. The principal/designee will call the office of Team Z.
9. Any affected areas will not be reopened until the Santa Clara County/Contra Costa County HazMat Compliance Division or appropriate agency provides clearance and the principal/designee issues authorization to do so.
10. If it is unsafe to remain on campus, the principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Explosion

This section addresses four possible scenarios involving an **Explosion/Risk of Explosion**: Scenario 1 - Explosion on school property; Scenario 2 – Risk of explosion on school property; Scenario 3 - Explosion or risk of explosion in a surrounding area, and Scenario 4 – Nuclear blast or explosion involving radioactive materials. *[A nuclear blast is characterized by a sequence of intense light and heat, air pressure wave, expanding fireball, and subsequent radioactive fallout.]*. It is necessary to first determine which scenario applies and then implement the appropriate response procedures. For "Bomb Threats", refer to the appropriate section.

Procedure

Scenario 1: Explosion on School Property

1. In the event of an explosion, all persons should initiate DUCK AND COVER.
2. The principal/designee will consider the possibility of another imminent explosion and take appropriate action.
3. After the explosion, the principal/designee will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, EVACUATE BUILDING or OFF-SITE EVACUATION.
4. Evacuation may be warranted in some buildings and other buildings may be used as shelter.
5. In the event of an evacuation, staff and students will use prescribed routes or other safe routes and proceed to the Assembly Area.
6. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
7. The principal/designee will call "911" and will provide the exact location (e.g., building, room, area) and nature of emergency.The Business Manager will check for injuries and provide appropriate first aid.Staff should attempt to suppress fires with extinguishers. Note: Ensure the use of proper type of extinguishers, i.e. Class A, B or C for ordinary combustibles; Class B or C for fires involving flammable liquids; or Class C only for fires involving electrical equipment.
8. The Business Manager will notify the appropriate utility company of any damages to water lines, sewers, power lines and other utilities.
9. The principal/designee will notify Team Z of the situation. The Business Manager will post guards a safe distance away from the building entrance to prevent persons entering the school buildings.
10. When it is determined safe to enter affected areas, the principal/designee will advise the Business Manager to initiate search and rescue activities.

11. The principal/designee will contact the Local Fire Department to ensure buildings are safe to reoccupy.
12. Any areas affected by the explosion will not be reopened until the appropriate agency provides clearance and the principal/designee gives authorization to do so.
13. The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions

Scenario 2: Risk of Explosion on School Property

1. The principal/designee will initiate appropriate Immediate Response Actions, which may include DUCK AND COVER, SHELTER-IN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION.
2. If the principal/designee issues EVACUATE BUILDING action, staff and students will evacuate the building using prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Assembly Area Team of missing students.
4. The principal/designee will call “911” and will provide the exact location (e.g., building, room, area) and nature of emergency.
5. Staff should attempt to suppress fires with extinguishers. Note: Ensure the use of proper type of extinguishers, i.e. Class A, B or C for ordinary combustibles; Class B or C for fires involving flammable liquids; or Class C only for fires involving electrical equipment.
6. The principal/designee will advise the Business Manager to initiate rescue operations.
7. The Business Manager will notify the appropriate utility company of any damages to water lines, sewers, power lines and other utilities.
8. The principal/designee will notify Team Z of the situation.
9. All affected areas will not be reopened until the appropriate agency provides clearance and the principal/designee issues authorization to do so.
10. In the event of an explosion on campus, refer to procedures listed under Scenario 1 above.
11. The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

Scenario 3: Explosion or Risk of Explosion in Surrounding Area

1. The principal/designee will initiate the SHELTER-IN-PLACE response action.
2. The principal/designee will notify “911” and will provide the exact location (e.g., building, area) and nature of emergency.
3. The principal/designee will take further actions as needed.
4. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance and the principal/designee issues further instructions.

Scenario 4: Nuclear Blast or Explosion Involving Radioactive Materials

1. The principal/designee will initiate the SHELTER-IN-PLACE response action.
2. When sheltering, personnel should try to establish adequate barriers or shielding (e.g. concrete walls, metal doors) between themselves and the source of the blast or explosion, and should avoid sheltering near exterior windows.
3. The principal/designee will notify "911" and provide details on the area and personnel affected at the school.
4. After the initial blast, remove students from rooms with broken windows, extinguish fires, provide first aid, and relocate students from upper floors if possible.
5. The Business Manager will turn off the school's main gas supply, local fans in the area; close and lock doors and windows; shut down all buildings' air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.
6. The principal/designee will monitor radio or television announcements and initiate further actions as appropriate.
7. At the principal/designees discretion, and only if safe to do so, designated personnel should attempt to distribute emergency supplies including food and water.
8. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance and the principal/designee issues further instructions.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Unlawful Demonstration / Walkout

An unlawful demonstration / walkout is any unauthorized assemblage on or off campus by staff or students for the purpose of protest or demonstration.

Procedure

1. Upon indication that an unlawful demonstration or walkout is about to begin, personnel should immediately notify the principal/designee.
2. The principal/designee will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE.
3. The principal/designee will notify Team Z to request assistance and will provide the exact location and nature of the emergency.
4. The Business Manager will immediately proceed to the Main Gate to control student ingress and egress. Each person entering or leaving the campus shall be required to sign his/her name, and record address, telephone number and time entered or departed. The Main Gate should not be locked, as a locked gate may create a serious hazard for students leaving or attempting to re-enter the campus.
5. If students leave the campus, the Business Manager, in consultation with the

principal/designee, will designate appropriate staff members to accompany them. These staff members will attempt to guide and control the actions of students while off site.

6. Students not participating in the demonstration or walkout should be kept within their classrooms until further notice by the principal/designee. Teachers will close and lock classroom doors. Students and staff should be protected from flying glass in the event windows are broken, by closing drapes and venetian blinds in rooms so equipped.
7. The principal/designee should keep an accurate record of events, conversations and actions.
8. All media inquiries will be referred to the principal/designee.
9. The principal/designee should proceed in good judgment on the basis of police or other legal advice, in taking action to control and resolve the situation.
10. The principal/designee will notify parents of the incident, as appropriate.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Emergency Drills

The school is proactive when it comes to the safety of staff and students. The school will conduct fire drills, earthquake drills, and Lock Down/Code Red drills (intruder on campus) on a regular basis.

Earthquake Drill Procedure

Earthquakes strike without warning and the major shock is usually followed by numerous aftershocks, which may last for weeks or months. An earthquake's effect on buildings will vary from building to building.

The major threat of injury during an earthquake is from falling objects and debris and many injuries are sustained while entering or leaving buildings. Therefore, it is important to remain inside the building and quickly move away from windows, glass, partitions, and shelves. In the case of an earthquake, the following procedures should be followed:

Drop procedure – As used in this article, "drop procedure" means an activity whereby each student and staff member takes cover under a table or desk, dropping to his or her knees, with the head protected by the arms, and the back to the windows. A drop procedure practice shall be held at least once each school quarter in elementary schools and at least once a semester in secondary schools.

1. **In the event of an earthquake alarm, if you are NOT told to Evacuate, each student, teacher and other employee needs to begin the Drop Procedure of DUCK, COVER and HOLD.**

1. Take cover under a sturdy desk or table, in a doorway, or against an inside wall until the shaking stops. Give the DROP AND COVER command.
    - DUCK, or DROP down on the floor.
    - Take COVER under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.
    - HOLD onto the furniture and be prepared to move with it.
    - Stay in this position for at least one minute or, in a real situation, until shaking stops.
2. After shaking stops, check for injuries, and render first aid.

2. Evacuation

An Evacuation should NEVER be automatic. Evacuations shall occur when directed over the walkie- talkies by the principal/designee.

If you are instructed TO evacuate, each teacher needs to:

1. Get your class roster (clipboard).
2. Get the evacuation map (clipboard).
3. Count your students before you leave the room.
4. Ensure that your door is open upon exiting the room.
5. Bring your emergency backpack to the outdoor Assembly Area.
6. Zero noise is to be adhered as the class walks to and waits at the Assembly Area.
7. Take roll at the Assembly Area.
8. Listen for direction from the principal/designee.

When evacuations are included as part of the drill, appropriate non hazardous alternate routes, avoiding building overhangs, electrical wires, large trees, covered walkways, etc, shall be utilized by staff and students in order to reach the designated evacuation areas.

Teachers take roll once in the evacuation area. Any missing students are immediately reported to the principal/designee.

3. All Clear:

Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more.

- Missing students are reported to the attendance office.

There may be more danger outside the building than there is inside. If administrative directions are not forthcoming, the teacher will be responsible for assessing the situation and determining if an evacuation is required.

Predetermined evacuation areas should be in open areas, without overhead hazards and removed from potential danger spots (covered walkways, large gas mains, chain linked fences [electric shock potential]).

Make it clear that a post-earthquake route differs from a fire evacuation route, and that appropriate non-hazardous alternate routes may be needed.

Fire Drill Procedure

Principals shall hold fire drills at least once a month in all elementary schools. The principal or designee shall keep a copy of each drill conducted on the Safety Drill Schedule.

1) Evacuation:

Whenever the alarm is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building.

Designated evacuation routes shall be posted in each room. Teachers shall be prepared to select alternate exits and direct their classes to these exits in the event the designated evacuation route is blocked.

Evacuation areas will be established away from fire lanes.

Students are to remain with their teacher in the evacuation area. Teachers shall take their roll books, take roll once in the evacuation area and be prepared to identify missing students to administrators and/or fire marshals/designees.

Standards for a Successful Fire Drill:

1. The Fire Alarm can be heard by all staff and students.
2. Orderly evacuation begins immediately and is completed within 5 minutes of the initial alarm, with minimal congestion at exit gates.
3. Teachers and students are staged in an orderly fashion away from fire lanes.
4. Teachers have taken roll once in the evacuation area. Any missing students are immediately reported to the principal/designee.

Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more. Missing students are reported to the attendance office.

Shelter-in-Place

A Shelter-In-Place indicates that an emergency that requires students and staff to remain inside has occurred.

Signal: The signal for the "Shelter-In-Place" drill is the following PA/two-way radio announcement.

"YOUR ATTENTION PLEASE. BECAUSE WE HAVE RECEIVED INFORMATION REGARDING A HAZARD IN THE COMMUNITY, WE ARE INSTITUTING SHELTER-IN-PLACE PROCEDURES. REMEMBER, THIS MEANS STUDENTS AND STAFF ARE TO REMAIN INSIDE THE BUILDING AWAY FROM OUTSIDE AIR WITH WINDOWS AND DOORS SECURELY CLOSED AND AIR CONDITIONING UNITS TURNED OFF. ALL STUDENTS AND STAFF THAT ARE OUTSIDE ARE TO IMMEDIATELY MOVE TO THE PROTECTION OF AN INSIDE ROOM. AS SOON AS WE HAVE FURTHER INFORMATION, WE WILL SHARE IT WITH YOU."

Procedure:

1. When the announcement has been given, all classes will remain in their rooms.
2. Physical education classes will proceed into the gym.
3. Students should be arranged in the shelter area so as to enable them to assume a "**Duck and Cover**" position on command given by the teacher in charge.
4. Move students to the most protected areas in the room.
5. Have students face away from windows and keep their backs toward windows.
6. Close all doors and windows. If possible, cover windows by lowering blinds, closing slots, drawing curtains, or pulling shades.
7. Turn off gas, lights, power equipment, and appliances. All personnel must remain in the shelter area until further instructions are received from official sources.

This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lockdown, students are to remain in the classrooms or designated locations at all time.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

> "YOUR ATTENTION PLEASE. WE HAVE AN EMERGENCY SITUATION AND NEED TO IMPLEMENT LOCKDOWN PROCEDURES. TEACHERS ARE TO LOCK CLASSROOM DOORS AND KEEP ALL STUDENTS INSIDE THE CLASSROOM UNTIL FURTHER NOTICE. DO NOT OPEN THE DOOR UNTIL NOTIFIED BY AN ADMINISTRATOR OR LAW ENFORCEMENT. IF OUTSIDE, STUDENTS AND STAFF ARE TO PROCEED INSIDE THE NEAREST BUILDING OR CLASSROOM."

2. If inside, teachers will instruct students to lie on the floor, lock the doors, and close any shades or blinds if it appears safe to do so.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium).
4. Teachers and students will remain in the classroom or secured area until further instructions are given by the principal or law enforcement.
5. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel, have to be allowed on campus.

Staff Responsibilities during a Lockdown

Principal/designee	Announces Lockdown procedure on the PA System/Two-way radio . Ensures doors are locked in all buildings.
Business Manager	Calls 911. Locks the office door. Keep phone lines open.
Custodian	Locks all gates to campus.
Teachers	Lock the classroom door and remain with students. Take roll, list all students missing from class and identify their locations (RSP, Speech, absent, etc.). Notify the office, by phone **ONLY** if they have "lost" children on campus i.e. went to the bathroom, were en-route to the office **OR** if they have a "loose"child from another class.

Students	Respond to campus security drills in a quick and orderly manner. Listen and respond quickly to all instructions from staff. Students at recess, report to the cafeteria. Stay in your seats and remain quiet. Stay away from windows.

No one leaves the classroom!

The end of the Lockdown will be announced over the PA System/Two-way radio. **DO NOT use cell phones to contact the office or outside community.** **Teachers and staff should not initiate contact with parents.**

Interactions with the Media

The Chief Executive Officer (CEO) shall be the first point of contact for all media inquiries. If a staff member, other than the CEO, receives a request from the media, the staff member shall refer the media to the CEO.

Any staff members wishing to initiate a story with the media shall consult with the CEO prior to contacting the media.

Appendices

A. Monthly School Site Safety Checklist

On a monthly basis, the principal/designee will complete the following Monthly School Site Safety Checklist, with the assistance of a Voices staff member onsite. **This Checklist is to be completed to ensure that personnel at each school site are complying with the Voices (& State/Federal) School Site Safety policies & procedures.** The principal, Business Manager and Dean of Culture or Parent Liaison have critical roles to play in ensuring compliance with the Voices School Site Safety procedures and policies.

Safety Administrative Review	
School Name:	**Date:**
Follow-up Review (Noted in RED)	**Date:**

Exterior Areas:

- ⬜ Are exterior premises equipped with appropriate signage that provides warnings, facility use restrictions, and other relevant information?
- ⬜ Are parking areas paved, striped, and signed as appropriate, and free of vehicles parked in unauthorized locations?
- ⬜ Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?
- ⬜ Is turf in good condition; is landscape well-groomed and free of overhang, concealment, or other potential hazards?
- ⬜ Does the site drainage system appear to effectively remove irrigation and storm water runoff and prevent standing water or unacceptable erosion?
- ⬜ Is fencing provided, and are fences and gates of an appropriate type and condition?

Findings:	
Correction	

Building Conditions:

- ⬜ Do interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?

- ⬜ Does building structures and finish materials appear to be in good condition and free of visible deterioration?
- ⬜ Is the building free of substandard or improvised construction?
- ⬜ Do doors, windows, and glass appear to be of an appropriate type and condition?
- ⬜ Was the building free of apparent leaks or other obvious water intrusion?
- ⬜ Do walls and ceilings appear to be of an appropriate type and condition?
- ⬜ Are floors and floor coverings of an appropriate type and condition?
- ⬜ Are stairs and ramps in good condition and equipped with handrails where required?
- ⬜ Are movable walls and partitions in good condition, properly inspected, and maintained?
- ⬜ Is there a written plan detailing what to do in the event of a leak and liquid damage?

Findings:	
Correction	
Action taken	

Doors, Exits, and Means of Egress:

- ⬜ Are exits and exit paths unobstructed and regularly inspected, and are doors free of inappropriate locks?
- ⬜ Are “EXIT” and “NOT AN EXIT” signs installed?
- ⬜ Is emergency lighting provided as required, and is it properly maintained?
- ⬜ Is the site's emergency evacuation map posted near all classroom and/or office doors?
- ⬜ Are doors and curtains inspected, functional, and properly maintained

Findings:	
Correction	
Action Taken	

Assembly Areas:

- ⬜ Is the occupancy limit conspicuously posted and strictly observed in each assembly area?
- ⬜ Are seating systems in good condition and equipped with guardrails where required?
- ⬜ Are stages free of idle storage or inappropriate use, and is the edge of the stage readily visible to prevent fall incidents?

Findings:	
Correction	
Action Taken	

Emergency Action Equipment & Systems:

- ⬜ Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?
- ⬜ Are fire sprinkler systems in good condition and properly certified and inspected; are sprinkler heads and valves/risers unobstructed and properly identified; and are fire department pumper connections equipped with protective caps?
- ⬜ Are alarm systems installed and tested on a regular basis, and are pull stations and alarm panels unobstructed?
- ⬜ Are employees familiar with the location and operation of alarm and fire protection systems, and are employees familiar with their duties and responsibilities in an emergency?
- ⬜ Is emergency communication and broadcast equipment available, such as public announcement systems and radios?
- ⬜ Is someone immediately available at all times (24 hours,7 days) with authorization to call and bring in professional cleanup and restoration companies?
- ⬜ Is the supply of spill response and pipe repair materials complete, readily accessible and checked at least quarterly?
- ⬜ Are pipe diagrams or prints up-to-date and showing the location of valves for all liquid-carrying systems? Isometric drawings are very beneficial.
- ⬜ Are valves placarded or tagged for easy identification?
- ⬜ Are shutoff valves “exercised” (closed, reopened and lubricated as needed) at least annually to verify they can be quickly closed during an emergency?

Findings:	
Correction	

Mechanical and Utility Systems:

- ⬜ Are electrical panels and utility shut off switches and valves unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?
- ⬜ Are electrical wiring systems in good condition; is live wiring properly capped and concealed; and is wiring free of damage or improper usage?
- ⬜ Are electrical power cords and extension cords properly placed and free from damage or inappropriate use?
- ⬜ Chemicals and Chemical Storage
- ⬜ Are hazardous chemicals properly stored?
- ⬜ Are all containers holding hazardous materials properly labeled with the chemical name and an appropriate hazard warning?
- ⬜ Are all chemicals reviewed prior to use, and do employees refrain from bringing in household chemicals?

⬜ Are employees familiar with the location and use of Safety Code Sheets?

Findings:	
Correction	

Housekeeping and Storage Practices:

⬜ Are storage areas uncluttered with adequate aisles maintained, and is overhead storage secured with sufficient clearance to the ceiling or sprinkler heads?
⬜ Are mechanical and electrical utility rooms free of inappropriate storage?
⬜ Are shelving units anchored to the wall or floor to prevent falling?
⬜ Are heavier items stored within the optimum lifting zone to prevent topheavy arrangements or lifting injuries, and are bulky items stored on lower shelves or on the floor?
⬜ Are landings and stairs free of storage?
⬜ Are the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?
⬜ Are important records and other sensitive items secured and stored above the floor or ground level to prevent water damage?
⬜ Does the staff have immediate access to a spill response cart/supplies and emergency pipe repair supplies?
⬜ Are housekeeping personnel instructed to immediately notify maintenance when any types of dripping, leakage or clogged drains are found

Findings:	
Correction:	
Action Taken	

Disabled Access:

⬜ Are an appropriate number of parking spaces designated for disabled persons, and are they properly designed, constructed, and signed?
⬜ Are accessible routes to the building provided, and are at least half of the entrances accessible to disabled persons?
⬜ Is signage provided at entrances, facilities, or other non-accessible services to direct disabled persons to entrances, facilities, or services that are accessible?
⬜ Are doorways designed to facilitate the passage of wheelchairs?
⬜ Are access ramps properly designed, constructed, and equipped with guardrails and non-slip surfacing?
⬜ Are an appropriate number of restrooms designed to accommodate persons with disabilities?
⬜ Are stages and other multi-leveled areas accessible to persons in wheelchairs?
⬜ Are other fixtures and services accessible to persons with disabilities?

Findings:	
Correction	

General Conditions – Other:

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

Findings:	
Correction	

Classroom and Office Section:

- ⬜ Are classroom decorations displayed in a safe and acceptable manner?
- ⬜ Is furniture installed and oriented in a safe and secure manner and free of apparent hazards?
- ⬜ Are tall bookshelves and cabinets secured to the wall or floor to prevent them from tipping over?
- ⬜ Are electrical power cords and extension cords properly placed and free of inappropriate use or other apparent hazards?
- ⬜ If applicable, are toys and playthings in good condition and regularly sanitized?
- ⬜ Are classrooms and offices otherwise free of apparent hazards or concerns?

Office:

- Are the names and phone numbers for professional cleanup and restoration companies readily available?
- Is someone available on all shifts trained to respond immediately to any leak?

Cafeteria:

Boys Restroom:

Girls Restroom:

Staff Restroom:

Classrooms:

1. **Observation #1:**
2. **Observation #2:**

Findings will need to be corrected no later than _____.
I have scheduled your next follow-up review on _____.

_____ _____

BM Signature Date

_____ _____

Administrator Signature Date

Maintenance and Repair Log

Maintenance and Repair Log

Date/Time	Reason for Action (Regular Maintenance or Discovery of Problem)	If problem, Description of Action Required	Location/Item to be Repaird	Explain what was done	Referred to (Name of company, if any)	Verified by:

Unsafe or Hazardous Conditions Log

Unsafe or Hazardous Conditions Log

Date/Time	Unsafe or Hazardous Condition	Description of Action Required	Location of Unsafe or Hazardous Condition	Explain what was done	Referred to (Name of company/person, if any)	Verified by:

B. Classroom Safety Checklist

School Year Kick Off Room Checklist
Voices College-Bound Language Academy

Teacher Name: Room number:

Item	Check	Comment	Re-Check
Red/black backpack near front door (contains green, red card and roster)			Y N Partial
Code Red, Blue and 9 Instructions and Evacuation Map posted near front door	Y N Partial		Y N Partial
Sub Folder easily visible and complete ❏ 3-days worth of lessons ❏ Seating charts ❏ Emergency procedures ❏ Phone numbers ❏ Special Student needs ❏ Schedule ❏ Roster ❏ School-wide character tools	Y N Partial		Y N Partial
Room clean and organized	Y N Partial		Y N Partial
"Joy Factor" apparent in room environment	Y N Partial		Y N Partial
Snack Container	Y N Partial		Y N Partial
Data walls up ❏ Reading Levels English ❏ Reading Levels Spanish ❏ Sight Words and/or Fluency ❏ Math or ELA Assessments	Y N Partial		Y N Partial

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

WALK THROUGHS

1) Date _____ Principal Signature _____

2) Date _____ Principal Signature _____

3) Date _____ Principal Signature _____

C. Student Accident Report

Please fill out an accident report for any injuries beyond first-aid, if professional medical care is recommended or provided (e.i. If you believe there will be medical bills associated with the jury). Student head and eye injuries should always be reported.

Student Accident Reports should be reported on-line: http://www.chartersafe.net/.
Please keep a copy in your file.

Student Information

1. First Name of Injured Student: _____
2. Last Name of Injured Student: _____
3. Student date of birth: _____
4. Student gender: _____
6. Student grade: _____
7. Charter School Name: _____
8. Charter School Address, City/State/Zip: _____
9. School Contact Name: _____
10. Contact Title/Phone Number/Email: _____

Incident Details

1. Describe the incident in details: _____
2. Date of accident/incident: _____
3. Incident Time (Please include AM/PM: _____
4. If incident did not occur at the site address listed above, please indicate the street address of the incident: _____
5. Incident City, State, Zip: _____

6. Specific body part(s) injured: _____

7. Type of Injury or illness: Bum, cut, Fracture, Other, Scrape, Sprain/Strain

8. If other type of injury, please indicate: _____

9. Was on-site nurse contacted?: Yes or No Date and Time if Nurse contacted: _____

10. Was treated refused?: Yes or No What type of medical treatment was given?_____

11. Did paramedics transport student? Yes or No Paramedic transport date/time: _____

12. Was parent/guardian contacted? Yes or No Contacted date/time: _____

Parent/Guardian Information

1. Parent/Guardian Name: _____

2. Parent/Guardian Address/City/State/Zip: _____

3. Parent/Guardian Phone: _____

4. Parent/Guardian Email: _____

5. Was parent/guardian provided a Gallagher Koster Student Accident Claim Form? Yes or No
If no, why not? _____

Witness Information

1. Witness Name: _____

2. Witness Address/City/State/Zip: _____

3. Witness Phone: _____

4. Witness Type: Administrator, Aid, Coach, Guest, Other Staff, Student, Teacher, Volunteer

5. Name of person to whom the accident or incident was reported: _____

6. Date the accident was reported to this person: _____

7. If the accident was not reported immediately, why not? _____

Prevention Information

1. If athletic or playground injury, what type of surface was the student on when the injury occurred? _____

2. What steps have been taken or recommended to prevent a recurrence? _____

3. Any additional information or notes: _____

D.Employee Incident Report

School Information:

Charter School: _____ Location/Site: _____

Supervisor's name: _____ Title: _____

Address where incident occurred: _____

Employee Information:

Name of injured employee: _____Sex:_____M/F Occupation: _____

Date of hire: _____ Date of birth: _____ SSN: _____

Marital Status: _____ Dependents? Yes/No If yes, how many? _____ Ages? ____

Employee address: _____

Gross wages/salary: $_____per _____(hour/week/month/year) Pay schedule:
___12mth___11mth___10mth

Employment Status: ___Full Time___PartTime___Temporary/Subsitute____Contracted___Seasonal

Employee usually works: ____hours per day____days per week____total weekly hours

Incident Information:

Date of Injury or illness: _____Time: _____ AM/PM_____Time employee began work:_____AM/PM

Was employee unable to work at least one full day after date of injury? Yes/No If yes, date last worked: _____

Has employee returned to work? _____ Yes date returned: _____ No, still off work _____

Paid full day's wages for date of injury or last day worked? Yes/No Salary being continued: Yes/No

Name of person to whom the injury or illness was reported: _____

Date of your knowledge of injury or illness: _____ Was employee provided a claim form (DWC-1) Yes/No

If yes, date of employee was provided claim form (DWC-1):_____ If not, why not? _____

If the accident was not reported immediately, why not? _____

What was employee doing at the time of injury or exposure?

_____

_____

_____

Person, object or substance that directly injured employee: _____

Please check one: ____ I know the injury occurred on duty. ____ I have no specific knowledge that the injury occurred on duty.

Medical Information:

Was the on-site nurse contacted? Yes/No If yes, date and time: _____

Was medical treatment recommended? Yes/No If no, was treatment refused? Yes/No

What type of medical treatment was given? First-Aid __Clinic__Emergency Room__Paramedics__Hospitlaization

Did paramedics transport an employee? Yes/No If no, why not? _____

Medical Facility Name: _____ Physician Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ ext.: _____

Did you refer the employee to an industrial medical provider who specializes in WC and return to work issues? Yes/No

If not, why not? _____

Kaiser Medical Record #: _____

Body part injured (check all that apply and indicate left and/or right):

__Head __Face __Eye __Neck __Upper back __Lower back __Arm __Wrist __Finger __Upper leg __Lower leg __Knee __Ankle __Foot __Toe __Other

Nature of injury or illness:

__Scarpe __Cut __Puncture __Bruise __Burn __Sprain/strain __Foreign body __Poisoning __Fracture __Skin problem __Chemical-related __Heat-related __Non-industrial/cold/virus related __Loss of consciousness __REspiratory problem __Other

Check any of the following possible causes that may apply:

__Haste/unsafe speed __Unsafe use of equipment __Disregard of instructions/procedure __Failure to use protective gear __Defective equipment __Alcohol/drug use __Horseplay __Inattention __Carelessness __Assault __Unsafe lifting/position __Running/jumping __Environtmental condition __Acto of other __Physical disability
__Other (please explain): _____

Witness Information:

Name: _____ Relation to Employee: _____

Home Address: _____

Home Phone: _____ Cell phone: _____ Email: _____

What steps have been taken or recommended to prevent a recurrence?

_____

_____

E. Self Harm/Suicide Risk Assessment Form

Voices College Bound Language Academy
Self Harm/ Suicide Risk Assessment Form

Confidential

Referral Date:	Time Event Occurred:	
1. Student's Name:	Age:	Gender:
2.Parent/Guardian:	Phone Number:	
3.School:	Grade:	
4.Person Completing SSRA:	Title:	Signature:

5. Student Referred by:
Self_____ Parent_____ Teacher_____ Counselor_____
Other_____

6. Reasons For Referral (check all that apply):

___Self harm
___Self cutting
___Burning
___Pinching

___ Suicidal Ideation
___ Direct Threat (ex. " I am going to kill/hurt myself")
___ Indirect threat (ex. "I feel like dying"
___ to self ___others
___ Accesses concerning content online

Observed any of the Following:

____Sudden Change in Behavior
____Previous Attempt(s)
____Giving Away Possessions
____Mood Swings
____Self-Injurious Behavior
____Accessing Concerning Content
____Signs of Depression
____Truancy/Running Away
____Frequent Complaints of Illness
____Alcohol or Drug Use
____Other:

7. Please explain what happened:

_____

_____

_____

_____

_____

_____

8. Confirm Receipt by a Crisis Team Member:

Name and Title of Crisis Team Member:	Signature:	Time received:

For Crisis Team Use Only:

9. Previous Referral?:_____ Date(s):_____
10. Student Interview: The student told me the following:(Check all that apply.)

♦Student said that he/she had been thinking about self-harm/ suicide, the last time he/she thought about self-harm/ suicide was_____BUT IS NOT CLEAR WITH THE THOUGHT.

♦Student said that he/she had A PLAN BUT WILL NOT DIVULGE:_____
_____
_____
_____
_____

♦Student indicated that he/she had previously attempted suicide/ self-harm on_____by means of:_____
_____
_____

♦Other Important Information:_____
_____

_____
_____
_____

This is a recommendation for further psychological evaluation for self-harm/ suicide based on the following:
___Self-Harm/ Suicide Interview
___Other:_____
_____

11. Risk Level: **_____Low _____Medium _____High** *(FOR HIGH Risk: CALL ONE OF FOLLOWING: 1. Uplift-(formally EMQ,Uplift Mobile Crisis Team (408)379-9085 2.Alum Rock Crisis Alum Rock Crisis Unit (408) 294-05793. Or 911 for imminent danger or if other crisis teams can't respond - request an officer trained in mental health support if available*

Person conducting interview:_____

Date:_____ Time:_____ Signature:_____

Intervention/ Action Taken:

_____Parent/Guardian Contact:
Date/Time: _____ Outcome:_____

_____Parent Signed Self Harm Notification: Parent/Guardian Notification (attach copy): Self Harm Notification
Response:_____ Date/ Time:

_____Resources Provided to Parent/Guardian:
INCLUDING: _____ Date/ Time:_____

_____Outside Referral Made:
To: _____ Date/ Time:_____

_____Uplift Crisis Team Unit Called:
Time:_____Outcome:_____
___

Child Abuse Report Made (endangerment):

NAME OF INTAKE WORKER: _____

Referred to Police:
NAME OF OFFICER _____

_____Hospitalization

_____School Based Counseling:
Date Referred:_____ Parent signed permission slip(Date):_____

_____Program Modification
INCLUDING: _____

_____Student Safety plan created (attach copy):_____

Other (Please explain):_____

_____

Make 2 Copies for School Principal & Counselor and Place Original Form In Orange Confidential Crisis Team File — DO NOT Place in CUM FILE

F. Medication Doctor & Parent Authorization Form

Voices College-Bound Language Academy
Medication Doctor & Parent Authorization (California Education Code 49423)

Student Name:_____Grade:_____ Teacher:_____

Height:_____ Weight:_____ DOB: _____ Age:_____

List any known drug allergies/reactions:_____

DOCTOR'S AUTHORIZATION

Name of Medication:_____ Diagnosis:_____

Dosage:_____ Route:_____

Frequency/Time(s) to be given:

Begin Medication:_____Stop Medication:_____
_____ Date Date

Special Instructions:

Does medication require refrigeration? Yes No
Is the medication a controlled substance? Yes No
If asthma inhaler or emergency medication, do you recommend this medication be kept "on person" by the student? Yes No

Potential Side Effects / Adverse Reactions:_____

Treatment Order in the event of an adverse reaction: (Attach additional sheet if necessary)

_____

_____

_____

Physician Signature ***Date*** ***Phone & Fax Contact Information***

Parent Authorization

I authorize Voices College-Bound Language Academy personnel the task of assisting my child in taking the above medication. I understand that additional parent/doctor statements will be necessary if the dosage of medication is changed. I also authorize Voices College-Bound Language Academy personnel to talk with the physician or pharmacist should a question come up about the medication.

Medication must be registered with the principal or his/her designee. It must be in the original container and be properly labeled with the student's name, Doctor's name, date of prescription, name of medication, dosage, strength, time interval, route of administration and the date of the drug's expiration when appropriate.

_____ _____ _____

Signature of Parent/Guardian ***Date*** ***Phone (cell, home, work)***

AUTHORIZATION FOR SELF-ADMINISTRATION OF MEDICATION

Is student authorized to self-administer this medication/these medications while at school?

If yes, please complete the following:

Student: I certify that I have read and understand the instructions regarding the self-administration of my medication(s). I agree to take these above medications according to my health care provider's recommendation.

Student Signature: _____Date: _____

Parent/Guardian: _____ (student) has been instructed in the proper dosage and administration of the following medication(s):_____. I request that she/he be permitted to carry this medication on her/his person and self-administer it as directed by her/his health care provider and in accordance with school policy and procedures.

Parent/Guardian Signature: _____Date: _____

G. Severe Allergy Medical Management Plan Signature Page

Recommendation of the Severe Allergy Medical Management Plan

I, the undersigned, recommend the Severe Allergy Medical Management Plan as indicated.

_____ _____

Physician Signature Print Physician Name

_____ _____ _____

Address Phone Date

I, the undersigned, have received, have read, understand, and agree to the school's implementation of the Severe Allergy Medical Management Plan:

_____ _____

Parent Signature Date

H. Emergency Phone Numbers

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

SJPD Liaison: Officer Matias Cervantes, Badge #3688, (408)823-5668, email; 3688@SANJOSECA.GOV
Richmond Police Department (510) 724-8950
Stockton Police Department: (209) 937-5486
Morgan Hill Police Department: (408) 779-2101

I. School Crisis Emergency Backpack Checklist

Determine specific needs and ensure that all the contents are in the appropriate backpack and are current.

Last updated:

By (print name):

Signature: _____

- Map or diagram of campus with evacuation sites marked
- Staff emergency vest(s) of appropriate color (if required)
- Student/staff emergency cards/roster
- Student/staff attendance for current day
- Student/staff sign out sheet (not official)
- Appropriate facility keys
- Latex gloves in zip lock bag
- Flashlight with batteries bagged separately
- Whistle
- Two pens
- Large marker
- Small notebook and/or legal pad
- Scissors and/or utility tool
- Post it notes
- Assorted Band-Aids
- Lifesavers or other hard candy
- Class activity or game (if appropriate)

J. Telephone Bomb Threat Reporting Procedure

Instructions:

- Be Calm & Courteous
- Listen & do not interrupt the caller
- Keep caller talking (pretend difficulty hearing)

Your Name: _____ Time: _____ Date: _____

Document the following:

Caller's Identity:

Male/Female Adult Juvenile Approximate Age:_____

Voice Characteristics:

Loud High Pitch Soft Deep Raspy Pleasant Intoxicate Other: _____

Acent:

English Spanish Other: _____

Speech:

Fast Stutter Slurred Slow Distorted Nasal Other: _____

Language:

Excellent Fair Foul Poor Other: _____

Background Noises:

Factory Machinery Trains Music Street Animals Voices Party Airplanes Quiet

Ask the following questions to Bomb Threat Person (if possible):

- What time will bomb go off:
- Where is it located:
- What kind of bomb is it:
- What kind of package is it in:

- What is your name & address:

Call the Police / Notify your supervisor immediately

K. Student Release/Runner Form

Student Release/Runner Form
To be Taken by Runner

Completed by Parent/Guardian at **Release Gate #1**	Student Last Name _____ First Name _____ Grade _____ Teacher (if known _____ Name of Person Picking up Student: _____ Relationship to Student: _____	1
Completed by **Request Gate #1**	Name on Release Form? (circle one) Yes No **List number or other ID type below** Photo ID/Driver's License Checked ☐ Other Photo ID Verified ☐ Verified by (Staff only): _____	2

***Parent to go to Release Gate #2 and wait for student**

Completed by **Holding Area Staff**	Student Status: _____ Sent with Runner _____ Absent _____ First Aid Station _____ Missing Other Notes: _____	3

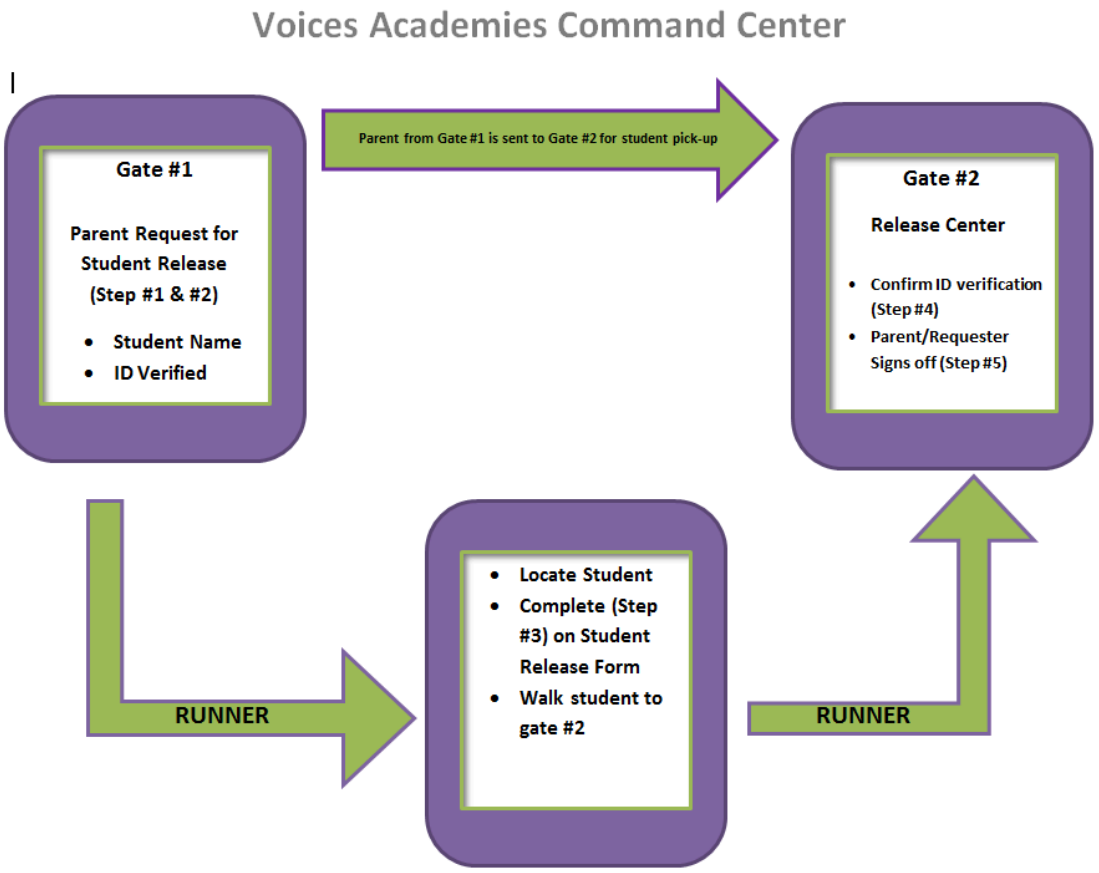
***If student is absent or missing, runner takes form to incident commander or assigned counselor/staff**
****If student is located, runner to accompany student to release gate with form**
*****Runner to give form to Release Gate #2 personnel to complete Box 4**

Completed by **Release Gate #2**	Name of Person Picking Up is same as Box #1 ☐ Photo ID/Driver's License Checked ☐ Checked by (staff only): _____	4

***Parent – Requester completes the following once student has been located and taken to release gate #2:**

Completed by Parent/Requester at **Release Gate #2**	Requester Signature _____ Destination/Phone: _____ Address: _____ Time of Release: _____ Date: _____	5

L. Command Center Chart



M. Suspension and Expulsion Policy and Procedures

Morgan Hill - Suspension and Expulsion Policy and Procedures

West Contra Costa - Suspension and Expulsion Policy and Procedures

Flagship - Suspension and Expulsion Policy and Procedures

Mount Pleasant - Suspension and Expulsion Policy and Procedures

Stockton - Suspension and Expulsion Policy and Procedures

N. Volunteer, Visitation, and Removal Policy

Voices College-Bound Language Academies ("Voices" or "Charter School") encourages parents/guardians and interested members of the community to visit Voices' schools and its educational program. The Voices Board of Directors ("Board") has established the following procedures which facilitate visitation and volunteering during regular school days in order to ensure minimum interruption of the instructional program.

Definitions

● A "visitor" is defined as any person seeking to enter the school building who is not an employee or a current student at the Charter School. All visitors who are not parents or guardians of a student must have a specific and educationally relevant purpose for their visit.

● A "volunteer" is defined as any person who voluntarily offers and provides a service to the Charter School with Charter School approval without receiving compensation.

Volunteering

Parents or guardians who are interested in volunteering in the classroom must adhere to the following guidelines:

1. Volunteers who will volunteer outside of the direct supervision of a credentialed

employee shall be (1) fingerprinted and (2) receive background clearance and (3) Megan's Law clearance prior to volunteering without the direct supervision of a credentialed employee.

2. A volunteer shall also have on file with Voices a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the Voices Board of Directors, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with students.

3. Volunteering must be arranged with the classroom teacher and Principal or designee, at least three (3) days in advance.

4. Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aide, the volunteer may leave their volunteer position for that day.

5. Information gained by volunteers regarding students (e.g. academic performance or behavior) is to be maintained in strict confidentiality. Volunteers must sign in agreement that they have read and understand and agree to follow the Family Educational Rights and Privacy Act ("FERPA") Policy.

6. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of

registering and signing out of the campus at the main office as indicated below.

7. Volunteerism by parents is encouraged but not mandatory.

Conditions for Campus/Classroom Visitation

Voices endeavors to create a safe environment for students and staff. Accordingly, visits during regular school days must be conducted in the manner set forth below:

1. Visits during school hours should first be arranged with the Principal or designee, preferably at least three (3) days in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least three (3) days in advance. Visitors seeking to visit a classroom during school hours must first obtain the written approval of the Principal or designee.

2. All visitors (including volunteers) shall register with the front office immediately upon entering any school building or grounds during regular school hours. When registering, the visitor is required to provide their name, address, occupation, purpose for entering school grounds, and proof of identity if requested.

3. For purposes of school safety and security, the Principal or designee may provide a visible means of identification for visitors while on school premises.

4. All visitors are asked to comply with current mandated and recommended health and safety protocols. Visitors (including volunteers) who demonstrate signs of a contagious disease (e.g., fever, coughing) may be denied registration. When recommended or requested by the Department of Public Health, visitors will be required to wear personal protective equipment, such as masks, and practice social distancing. Voices reserves the right to implement additional measures for the protection of its school community, such as requiring forehead temperature checks before entry to the same extent being utilized for students and employees.

5. If the visitor is a government officer/official (including but not limited to local law

enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. Voices shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by Voices, consistent with the law. The Voices Board of Directors and Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.

6. Except for unusual circumstances, approved by the Principal, Voices visits should not exceed approximately one-hundred and twenty (120) minutes in length and may not occur more than twice per semester.

7. While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher's and Principal's written permission.

8. Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors Logbook in the main office.

Limitations of Volunteering or Visitation

1. The Principal, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.

2. The Principal may direct a visitor or volunteer without lawful business on campus to

leave campus when the visitor's presence or acts interfere with the peaceful conduct of the activities of the school, or disrupt the school or its students, or school activities. Any visitor who is directed to leave by the Principal or designee will not be permitted to return to the Charter School campus for at least seven (7) calendar days.

3. The Principal or designee may withdraw consent to be on campus for up to fourteen (14) calendar days even if the visitor or volunteer has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt Voices' orderly operation. Consent shall be reinstated whenever the Principal has reason to believe that the presence of the person will not constitute a substantial and material threat to the orderly operation of the school campus. The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the two-week period. The written request shall state the address to which notice of hearing is to be sent. The Principal shall grant such a hearing not later than seven (7) calendar days from the date of receipt of the request and shall immediately mail a written notice of the time, place, and date of such hearing to such person.

4. The Principal or designee may request that a visitor or volunteer who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When a visitor or volunteer is directed to leave, the Principal or designee shall inform the visitor or volunteer that if the visitor or volunteer reenters the school without following the posted requirements the visitor or volunteer will be guilty of a misdemeanor.

5. The Principal or designee may seek the assistance of the police (when appropriate) in dealing with or reporting any visitor/volunteer in violation of this policy.

6. This Policy does not authorize Voices to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

Posting of Notice

At each entrance to Voices school grounds, signs shall be posted specifying the hours during which registration is required, stating where the office of the Principal or designee is located and what route to take to that office, and setting forth the penalties for violation of this Policy.

Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, the visitor will be guilty of a misdemeanor, which is punishable by a fine of up to $500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
2. Under California Education Code section 44811, any visitor whose conduct materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor and is punishable, upon the first conviction, by a fine of no less than $500.00 (five hundred dollars) and no more than $1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both, the fine and imprisonment.
3. Disruptive conduct may lead to Voices' pursuit of a restraining order against a visitor, which would prohibit the visitor, which if granted, from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, the visitor will be guilty of a misdemeanor, which is punishable by a fine of up to $500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
2. Under California Education Code section 44811, any visitor whose conduct materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor and is punishable, upon the first conviction, by a fine of no less than $500.00 (five hundred dollars) and no more than $1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both, the fine and imprisonment.
3. Disruptive conduct may lead to Voices' pursuit of a restraining order against a visitor, which would prohibit the visitor, which if granted, from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

O. Student Dress Code Policy

School Philosophy

Voices College-Bound Language Academy ("School") recognizes the need for students of the School to dress appropriately for school. The purpose of our dress code is to enhance the classroom atmosphere and minimize student distraction, so as not to interfere with the educational process. The School believes that students should focus their energy and attention upon their academic development and not on style or the clothes of their peers. In addition, dress code is important to school pride and safety because it fosters a sense of belonging and students

in uniform are easily recognized by all school staff. It is also intended to help protect the health, safety, and welfare of the individual student.

General Guidelines

All students shall be required to show proper attention to personal cleanliness, health, neatness, safety, appearance and to wear a school uniform for school activities. This dress code shall be in effect on campus during school and school sponsored activities except where modified by the site administrator for specific extracurricular activities or in special cases. The Charter School staff and administration reserve the right to determine clothing which disrupts or detracts from the educational environment. This dress code is gender neutral.

Students will be required to wear a school uniform. Inappropriate apparel and accessories includes clothing that compromises safety or is disruptive and/or distracting to the school environment and instructional process. The Board is committed to protecting the health, safety, and welfare of the students and the Board believes that appropriate dress and grooming contribute to a productive learning environment.

Description of Uniform:

SHOES : All grades Rubber bottom, flat soled shoes with covered toes

BOTTOM: All grades Khaki or tan (cotton twill) Pants, Shorts, skirt, or jumper with Belt (grades 2nd+)

TK, Kindergarten and 1st grade: Voices Shirt: Gold Polo-style shirt with Voices logo

2nd and 3rd Grade Voices Shirt:Purple Polo-Style Shirt with Voices logo

4th and 5th Grade Voices Shirt:Maroon Polo-Style Shirt with Voices logo

6th and 7th Grade Voices Shirt:Gray Polo-Style Shirt with Voices logo

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

Additional Rules:

● No clothing, jewelry, accessories, or hairstyles which are, or include, a picture, writing, or

insignia which is: (1) gang related; (2) presents a safety hazard to the wearer or others; (3) advertises or symbolizes any type of alcohol, drugs, tobacco, or gambling; (4) includes weapons or acts which are illegal, violent, obscene, or hazardous to one's health; (5) sexually suggestive, crude, vulgar, profane; discriminatory, obscene, contain threats, libelous; or (6) offensive or degrading to students or staff on the basis of gender, cultural, religious or ethnic values.

● Students may also wear school earned university shirts or Student of the Month shirts as part of their uniform. All other clothing items (jackets, sweaters, etc.) are not to have any words or decorations other than Voices logo.

● The uniform must be worn throughout the school day.

● Students are to enter and leave the school in uniform.

● Changing clothes at school, unless for a Voices sponsored activity, is not allowed.

● No hats are permitted in the classroom (but can be worn for sun protection outside) Head coverings for religious purposes are acceptable at all times, both indoors and outdoors.

● No sweats, no jeans.

● A student’s hairstyle, clothing, jewelry and makeup should not distract from the educational environment.

● Label all clothing, bookbags, and lunch boxes with your child’s name and class using a permanent marker. This will help the school to return any lost items.

● Uniforms must be kept neat and clean at all times and must fit appropriately. Specific requirements are listed below:

▪ Pants must be appropriate size

▪ Belt must be worn if pants have belt loops (2 nd-8 th grade)

▪ Skirts and shorts must not be shorter than four inches above the knee.

▪ Pants must be worn at the waist.

▪ Shirts must fit appropriately--neither too small nor too big.

▪ In the event of cold weather, students may wear a jacket, sweatshirt, cardigan, or sweater over their collared shirt.

▪ Shirts must be tucked in.

Out of Uniform Notices

Parents will receive an "Out of Uniform" notice if a child does not adhere to the uniform policy. The notice should be returned to the school with the parent's signature the next school day. Upon the second "Out of Uniform" notice in one school year, a School representative will initiate a telephone conference with the parent. The goal of the conference will be to problem-solve the family's issue of complying with the uniform policy.

Notification of the Student Dress Code

Parents and students will be provided notice of the Charter School's dress code at the beginning or the school year and/or upon enrollment. This information will also be located within the Charter School's Parent/Student Handbook.

Students may not be penalized academically or removed from class as a consequence for not complying with the school uniform policy.

Prohibited Conduct and Sanctions

Students who repeatedly violate the School Dress Code may be subject to discipline, not including suspension or expulsion.

Voices
College-Bound Language Academies

Voices Morgan Hill School Safety Plan

2025-2026

Board approved_DATE

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Introduction

Statement of Purpose

Voices College-Bound Language Academies (Voices) is committed to the safety and security of students, faculty, staff, and visitors on its campus. In order to support that commitment, Voices has thoroughly reviewed and updated the school's emergency mitigation/prevention, preparedness, response, and recovery procedures relevant to natural and human-caused disasters. The school safety plan may be evaluated and amended, as needed, but shall be evaluated at least once a year, to ensure that the comprehensive school safety plan is properly implemented.

This plan includes specific courses of action to be taken in case an emergency situation develops. Every employee of Voices is expected to be familiar with this plan in order to carry out his/her/their responsibilities in an emergency.

The major objective of emergency preparedness is to save lives and protect property in the event of a disaster.

Voices Safe School Vision

1. Voices will provide a safe, orderly, and secure environment conducive to learning in which students will be safe from both physical and social-psychological harm.
2. Voices will develop a plan to work cooperatively and collaboratively with parents/guardians, students, teachers, administrators, counselors, and community agencies, including law enforcement, to provide a safe and orderly school and neighborhood.
3. Voices will create a learning and working environment where parents/guardians can be confident that their students are safe and secure.
4. Voices will identify clear procedures for emergencies.
5. Voices is aware of very few conditions on campus that could potentially cause accidental injury to students or staff and the school staff is working hard on preventing accidental injury to all those present on campus (students, staff, parents/guardians, etc.).

Physical Environment

Maintenance of School Buildings/Classrooms

Each Voices school's physical facility is well maintained and generally looks neat and clean. Voices school personnel periodically examine the school's physical facility and help eliminate obstacles to school safety. See Appendix A for a Monthly School Site Safety Checklist. Additionally, health and fire department inspectors contribute to school safety.

Voices classrooms are monitored for safety compliance by the administration and individual classroom teachers. See Appendix B for a Classroom Safety Checklist. Teachers and administrators can report facility maintenance issues to the school's Business Manager or Principal who are responsible for resolving all general as well as urgent maintenance issues.

During the school day, staff members and administrators shall provide campus supervision. Identified problem areas receive increased supervision to reduce discipline, crime, or other school safety concerns.

Campus Disturbances and Crimes

Voices recognizes that campus disturbances and crimes may be committed by visitors and outsiders to the campus. Several steps have been taken to protect the school, staff, and students from safety threats by individuals visiting the campus area. In addition, disputes sometimes occur because of parental custody issues. Voices staff will maintain in the student's record any custody documentation provided by families and will request assistance from local law enforcement, if/as needed.

Registration of Visitors/Guests Policy

Posting of Notice

At each entrance to Voices school grounds, signs shall be posted specifying the hours during which registration is required, stating where the office of the Principal or designee is located and what route to take to that office, and setting forth the penalties for violation of this policy. Volunteer, Visitation, and Removal Policy see Appendix N.

Parent Involvement Policy

Parents/guardians have the opportunity and are encouraged to participate at Voices in a variety of ways. Any regular volunteer, as determined by the principal, that works with students must meet the requirements as listed in the Volunteer Handbook (available at the front office). See the Parent Involvement Policy.

General Safety Procedures

Introduction

Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical and psychological harm. Voices promotes educationally and psychologically healthy environments for all students. Voices recognizes there are comprehensive, broad factors directly related to a safe school environment such as the school facility, school programs, staff, parents and the community. Voices further recognizes that safe school practices make major contributions to academic and school improvement efforts.

Although keeping children safe requires a community-wide effort, schools are an important piece of the undertaking to keep children safe. Voices efforts are illustrated below which broaden the safety planning and incorporate an expansive range of strategies and programs in the school safety plan.

Prevention and Intervention: Pupil Aggressive Behavior

Creating a safe school requires having in place many preventive measures for children's mental and emotional challenges. Schools can reduce the risk of violence by teaching children appropriate strategies for dealing with feelings and expressing anger in appropriate ways and resolving conflicts.

Staff members at Voices have received training in conflict resolution skills via Safeschools. Voices uses a comprehensive approach to school violence prevention. These measures include: (a) number of disciplinary referrals to the office, (b) observed aggressive behavior, and (c) teacher observation.

Discipline Policy

Effective and safe schools develop and consistently enforce school-wide rules that are clear, broad-based and fair. School safety is enhanced by the development of a school-wide disciplinary policy that includes a code of conduct, specific rules and consequences that can accommodate student differences on a case-by-case basis when necessary. Discipline consequences should be commensurate with the offense, should be written, applied in a nondiscriminatory manner, and accommodate cultural diversity.

Voices uses both classroom and school-wide discipline codes that clearly communicate the behavioral expectations and consequences for students. Voices has developed plans to promote positive behaviors in the playground, cafeteria, and assembly areas.

See the " Suspension and Expulsion Policy" policy in the Family Handbook.

Notice of Disciplinary History

The appropriate school districts shall provide to the administration of Voices schools information on each pupil who has: (1) during the previous three school years, engaged in any suspendable or expellable act (except *E.C. 48900 (h)*) or *(2)* committed a crime reported to the District by a family member, local law enforcement, Probation Department or social services. In the event of a suspension, the Notice of Suspension is copied to the student's cumulative file. Each year, teachers review the cumulative file of their incoming students, thus ensuring that they will be aware of suspensions within the last three years. Additionally, the principal reviews all incoming cumulative files. All employees viewing this information must keep it confidential and may not disseminate it to any other person.

Gang Affiliation

Gang affiliation and gang activity will not be tolerated at Voices. The staff at Voices shall work closely with the local law enforcement / Gang Unit (**Gang Hotline 408-293-GANG (4264), Youth Against Violence Hotline 1 800 680-4264 or 911**) regarding all issues and matters that are gang related. Information from the school and the community shall be communicated to the student's parents, if the pupil begins to make gang affiliations. Appropriate prevention and intervention strategies and programs shall be offered to the families.

Gangs and Graffiti

Students are expected to respect their school and will be required to clean up any graffiti immediately. Any gang affiliated/racist graffiti will be reported to the San Jose Police, Morgan Hill Police, Stockton Police or Richmond Police Department. Refer to Dress Code Policy, appendix O.

Drug, Alcohol, and Tobacco Free

Voices recognizes the need for a Drug free, Alcohol free and Tobacco free environment. Smoking is prohibited in all Voices buildings, facilities, and vehicles. Voices supports abstinence from alcohol, tobacco, and other drugs for all students in order that their development can reach full intellectual, emotional, social and physical potential. Students who use, possess, and/or sell controlled substances are subject to disciplinary action, up to and including a recommendation for expulsion. For further information see the Suspension and Expulsion Policy, appendix M.

Campus Violence Safety Procedures

Reporting of Dangerous, Violent, or Unlawful Activities

Voices takes its role in providing a safe and trusted learning environment very seriously. If any student, family member, or member of Voices' extended community learns of any dangerous, violent, or unlawful activity that they believe has occurred, is occurring, or may occur at the school

or at or near any school-sponsored or school-related event or location, they are strongly encouraged to report that activity—anonymously if necessary—to the Principal.

A report can be sent by a legible written note, by email, or by telephone to the following: 6840 Via del Oro Suite 205 San Jose,CA 95119, info@voicescharterschool.com, 408-791-1609. Reports should include place, time, the general nature of the activity being reported, whether any life-threatening activity or weapons are involved, and any other important details. Any report of activity that imminently threatens or involves an imminent potential loss of life should first be made to 9-1-1, immediately.

Voices shall promptly review every report received as soon as possible, shall make a record of every report received, and shall make a reasonable inquiry into each, as necessary, to ensure to the greatest reasonable extent that no dangerous, violent, or unlawful act occurs at any school-related or school-sponsored event, or on school-provided transportation to any such event. The investigatory response taken by the school and actions taken will be logged as well.

School staff should follow these guidelines <u>when a fight occurs</u>:

1. Send a reliable student to the office to summon assistance.
2. Speak loudly and let everyone know that the behavior should stop immediately.
3. **Do not intervene or try to break up the fight if the students are in 5th grade or above.**
4. Obtain help from other teachers if at all possible.
5. If students are starting to gather, attempt to get students away from the commotion as quickly as possible.
6. Call out the names of the involved students and let them know they have been identified.
7. For the safety of all students, get additional help from law enforcement personnel if confronted with a serious fight, especially one that involves weapons.
8. Attempt to separate the involved students by speaking to them in an assertive tone of voice. Consider the age and/or size of the students, as well as personal safety, before stepping between/among those involved in an altercation. If successful in separating the students, try to avoid using further confrontational behavior.
9. Remember that no one can "cool down" instantly; give the students time to talk in a calm setting and gradually change the climate of the situation.

School Staff should follow these guidelines <u>when a riot occurs</u>:

1. The School principal, or his/her designee, should encourage teachers and staff to be sensitive to the emotional climate of the campus and attempt to defuse any tensions prior to the eruption of problems.
2. Notify local law enforcement of the disturbance and meet at a pre-designated site to evaluate the situation.
3. Activate needed emergency plans, which may include:

a. Instructing office staff to handle communications and initiate lockdown orders.
b. Informing Team Z.
c. Notify transportation to bring appropriate numbers of buses for evacuation or transportation if necessary.
d. Assign staff a temporary detention facility, such as a gymnasium, to secure students and log information.
e. Direct a teacher or designee to initiate lockdown and immobilize the campus.
f. Team Z will brief a representative to meet the media.
g. Assign staff to a pre-designated medical treatment/triage facility.

Assaults

Assaults involve acts of striking or inflicting injury to a person and are regarded as serious matters. Any threat or assault on students or employees should be reported immediately to the School principal, or his/her designee. The school principal (or designee) will determine if law enforcement officials should be notified. If a serious assault occurs, the school principal (or designee) shall:

1. Dial 911.
2. Seek first aid or medical attention, if indicated.
3. Have photographs taken of any injuries.
4. Write down a physical description of the assailant:
   - (sex, age, height, weight, race, clothing, and any weapon used) as soon as possible after the incident.
5. Obtain names and telephone numbers of any witnesses.
6. Draft incident report and submit it to the principal, or his/her designee and Team Z . See <u>Appendix C</u> for Student/Employee Minor Incident/Accident Report.
7. Submit an incident report to the local law enforcement, if serious bodily injury has occurred. See <u>Appendix C</u> for Student/Employee Minor Incident/Accident Report.

Civil Disturbance

A civil disturbance is any situation where a person or group of persons disrupts operations or threatens the safety of individuals. In the event of a civil disturbance, the following precautionary measures should be taken:

1. Notify local law enforcement authorities and-Dial 911.
2. If participants enter the building, remain calm and do not provoke aggression. Report disruptive circumstances to the school principal, or his/her designee and Team Z.
3. Do not argue with the participant(s).
4. Have all students and employees leave the immediate area of disturbance.
5. If the disturbance is outside the building, remain inside the building, unless instructed otherwise by the principal or police officials. Lock all doors. Stay away from windows and exterior doors.
6. If the disturbance is inside the building, follow procedures for evacuation of the school site.
7. Follow further instructions as police officials and other local law enforcement authorities issue them.
8. Draft incident report for the school principal, or his/her designee. See Appendix C for Student/Employee Minor Incident/Accident Report.

School Philosophy

Voices College-Bound Language Academies recognizes the need for students of the School to dress appropriately for school. The School believes that students should focus their energy and attention upon their academic development and not on style or the clothes of their peers. In addition, dress code is important to school pride and safety because it fosters a sense of belonging and students in uniform are easily recognized by all school staff. See Student Dress Code Policy, Appendix O.

General Guidelines

Students will be required to wear a school uniform. See the Voices Family Handbook. The code shall allow students to wear sun protective clothing, including hats. Inappropriate apparel and accessories includes clothing that compromises safety or is disruptive and/or distracting to the school environment and instructional process. The Board is committed to protecting the health, safety, and welfare of the students and the Board believes that appropriate dress and grooming contribute to a productive learning environment. Please refer to Appendix O.

Mental Health Programs

The staff of Voices shall identify students in need of counseling and bring forth the student and the family to the Dean of Culture in order to be connected to appropriate support and/or services internally, including referral to the Student Success Team and/or external resources. The staff of Voices shall complete a referral using the Crisis Intervention Protocol in order for the Crisis Team to complete a selfharm/harm to others/suicide risk assessment as detailed below in the Suicide section in cases where a student directly or indirectly exhibits specific behavior.

Voices will notify parents or guardians of a pupil at least two times during the school year on how to access mental health services at school or within the community. AB 2022 (Chapter 484/2018)—Pupil Mental Health Services: School Notification.

Suicide

Suicide prevention training for instructional staff and administrators will be provided and be designed to help staff identify and refer students at risk of suicide. The training may be offered under the discretion of the Principal and/or Board of Directors and/or in cooperation with one or more community mental health agencies. See Suicide Prevention Policy.

Attempted Suicide / Suicide Threat

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly follow instructions on the Crisis Intervention Protocol and complete needed sections on the risk assessment form and notify the office of a Code Orange situation. A member of the School-site Crisis Team will pick up the risk assessment form and the student to initiate the full assessment. The Principal or other Crisis Team member shall then complete the assessment to determine the risk level. Once the risk level is determined, if high risk - mobile crisis support is initiated and the student's parent/guardian is notified and asked to come to the school site to discuss the assessment and sign a parent /guardian notification recommending connecting with a qualified mental health professional for assistance.. If the risk is assessed as low to medium, the parent/guardian is notified and asked to sign a parent/guardian notification letter and a support plan is discussed.

When a suicide attempt or threat is reported, the Principal or other member of the Crisis Team shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
    a. Securing immediate medical treatment if a suicide attempt has occurred;
    b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;

   c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
2. Designate specific individuals to be promptly contacted, for example the Voices counselor, psychologist, nurse, Principal, and/or the student's parent/guardian, and, as necessary, local law enforcement or mental health agencies.
3. Document the incident in writing as soon as feasible.
4. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at Voices.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the Voices campus, the Principal or designee shall follow the crisis intervention procedures contained in Voices safety plan. After consultation with the Principal or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Principal or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Voices staff may receive assistance from Voices counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Students shall be encouraged through the education program and in Voices activities to notify a teacher, Principal, another Voices administrator, psychologist, Voices counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

- **ALWAYS TAKE THREATS OF SUICIDE SERIOUSLY**
- CALL 911 for medical assistance.
- Do not leave suicidal person unattended. Send a runner to inform your immediate supervisor or other responsible person, principal/designee.
- The principal/designee will:
  - Contact the parent/guardian, apprise them of the situation and make recommendations. Put all recommendations in writing to the parent/guardian.
- If the student is known to be currently in counseling, the principal/designee will attempt to inform their treatment provider of what occurred and the actions taken.
- If the parent refuses to cooperate, and there is any doubt regarding the child's safety,

the school employee who directly witnessed the threat will pursue a 302 involuntary mental health assessment by calling **Santa Clara County Emergency Services at 408-299-2501** or **Contra Costa County Emergency Services at 925-646-4461 or San Joaquin County Emergency Services at 209-953-6200** and ask for a delegate. The delegate will listen to concerns and advise on the course of action. If a 302 involuntary mental health assessment is granted, the first-hand witness will need to be the petitioner, with support from the principal/designee.

- If the county delegate authorizes a 302 mental health assessment, then the county will authorize transportation to the assessment. If a school employee should transport the student, then one school employee should drive and another should be seated next to the student. Do not drive the student in personal vehicles. Do not leave the student alone at any time. Depending on the level of the student's distress, the 302 petitioner (the employee who learned firsthand of the threat) may need to travel in a separate vehicle.

Note: If a threat is made during an after-school program, and no school personnel is available, call **Santa Clara County Crisis Emergency Services at 408-299-2501, Contra Costa County Emergency Services at 925-646-4461, San Joaquin County Emergency Services at 209-953-6200** or **1-800-SUICIDE** or **1-800-273-TALK** for help. Immediately inform the principal or designee regarding the incident and actions taken.

The law requires that you do only what is reasonable under the circumstances; for example, do not try to remove a gun or other weapon from the person.

Suicidal Act

The first school employee on the scene must call for help from another staff member, locate the individual, and follow school emergency medical procedures, such as calling 911.

- A staff member must notify the principal/designee.
- Staff members should move all other students out of the immediate area and arrange appropriate supervision. Students should not be allowed to observe the scene.
- The principal/designee will involve the Leadership Response Team (LRT) to assist as needed and inform the Network Senior Leadership Team.
    - The Leadership Response Team consists of any of the following people:
        - Principal
        - Business Manager
        - Parent Liaison/Dean of Culture
        - Academic Coach
        - Technology Coordinator

  - Teacher informs the office, "I need the Leadership Response Team (LRT)," either by telephone, AT, or student runner.
  - The office drops everything and the LRT mobilizes.
- The principal/designee will contact the parent/guardian and ask them to come to the school or hospital.
- The principal/designee will call for assistance from the Santa Clara County's on-call crisis response team at 408-279-3312, San Joaquin County Emergency Services at 209-953-6200 or Contra Costa Crisis Center - 800-833-2900
- The principal/designee will document in writing all actions taken and recommendations.
- If the student is known to be currently in counseling, the principal/designee will attempt to inform their treatment provider of what occurred and the actions taken.
- The principal/designee will involve the Leadership Response Team (LRT) for follow-up and support.
- The principal/designee will request written documentation from any treating facilities prior to a student's return to school.
- Staff will promptly follow up with any students or staff who might have witnessed the attempt, and contact their parents/guardians. Staff will provide supportive counseling and document all actions taken. Please refer to Appendix E for Voices College-Bound Language Academies Self Harm/Suicide Risk Assessment Form.
- Media representatives should be referred to the appropriate school spokesperson [e.g., COO, or CEO]. School staff should make no statements to the media.

Procedure to Handle the Death of a Student

By far, the worst crisis situation is the death of a student. When a student dies, emotional trauma is a natural occurrence for students, faculty, and staff. A student's death, which occurs on campus, particularly as a result of school violence, is admittedly the most extreme case of trauma for the family and the school community. There is no procedure that fits every scenario; each case requires individual attention. Certainly, there is no prescribed method for dealing with such tragedy; however, the following are suggestions for a school's response to death, particularly death that occurs as a result of school violence:

1. After the initial response, administrators and counselors will meet immediately to review what has happened. Responding to the psychological needs of both staff and students as soon as possible is the best prevention for the development of post-traumatic stress.
2. Get as much information as possible from the family and ask their permission to share it with the students, faculty, and staff. Ask if they have any objection to students, faculty, and staff attending the funeral.
3. Relay the information to the students in a factual way, careful to avoid breaching the student's or family's privacy. The school principal and a counselor might consider

moving from room to room to tell the students what has happened, as developmentally appropriate. They should tell the truth, allow for expression of feelings, and affirm any expressions or feelings the students have. Students need to be told that they may visit a counselor's office for special assistance if they need to talk.

4. If possible, allow a break after telling the students in order to give them an opportunity to express their grief with other students.
5. Upon returning to school, students should be allowed time to discuss their feelings, talk about the deceased, and discuss memories. Give students, faculty, and staff information about the funeral and allow them to attend, provided the family has granted permission.
6. Watch for trouble signs among the students. Be prepared to call in extra counselors if necessary.

Registered Sex Offender Policy

For the protection of students while they are traveling to and from school, attending school, or at a school-related activity, the Governing Board of Voices College-Bound Language Academies ("Voices") has developed the following policy and procedures to ensure Voices principals and their designees respond appropriately as directed by law enforcement when apprised of information that a registered sex offender resides or works within two (2) miles of a Voices school. See Registered Sex Offender Policy.

Staff/Student Interaction Policy

Voices Academies recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the most safe and learning conducive environment possible. See Professional Boundaries: Staff/Student Interaction Policy.

Child Abuse and Neglect Reporting Procedures

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

Voices will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166,

is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars ($1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

Harassment, intimidation, discrimination and bullying policy

Title IX, Harassment, Intimidation, Discrimination and Bullying Policy

This Title IX Policy Prohibiting Discrimination on the Basis of Sex ("Policy") contains the policies and grievance procedures of the Voices College-Bound Language Academies ("Voices" or "Charter School") to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

Voices does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq*.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.[1] Voices will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in Voices' education programs or activities on or after August 1, 2024 including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom Voices does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as "Title IX") may be referred to Voices Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination
Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by Voices.

[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.

Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Prohibited Sex-Based Harassment
Under Title IX, "sex-based harassment" means conduct on the basis of sex that satisfies one or more of the following:

- Quid pro quo harassment occurs when an employee, agent, or other person authorized by Voices to provide an aid, benefit, or service under Voices' education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.

- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from Voices' education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
    - The degree to which the conduct affected the complainant's ability to access Voices' education program or activity;
    - The type, frequency, and duration of the conduct;
    - The parties' ages, roles within Voices' education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
    - The location of the conduct and the context in which the conduct occurred; and
    - Other sex-based harassment in Voices' education program or activity.

- Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

- Dating violence, meaning violence committed by a person:
    - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
    - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
        - The length of the relationship;
        - The type of relationship; and
        - The frequency of interaction between the persons involved in the relationship.

- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
    - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
    - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
    - Shares a child in common with the victim; or
    - Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.

- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
- Fear for the person's safety or the safety of others; or
- Suffer substantial emotional distress.

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through Voices.

Examples of conduct that may fall within the Title IX definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
    - Rape, sexual battery, molestation or attempts to commit these assaults.
    - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.

- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:

- Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
- Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
- Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
- Retaliation against an individual who has articulated a good faith concern about sex-based harassment.

- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  a. Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  b. Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  c. Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in Voices' education program or activity at the time of the alleged sex discrimination. Complaints may also be made by: (1) a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or (2) Voices' Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or other person who was participating or attempting to participate in Voices' education program or activity at the time of the alleged sex discrimination.

Complaint means an oral or written request to Voices that objectively can be understood as a request for Voices to investigate and make a determination about alleged sex discrimination.

Confidential Employee means an employee of Voices whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom Voices has designated as confidential under Title IX for the purpose of providing services to persons related to sex discrimination.

Party means a complainant or respondent.

Respondent means a person who is alleged to have violated Voices' prohibition on sex discrimination.

Supportive Measures are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to a party to (1) restore or preserve that party's access to Voices' education program or activity, including measures that are designed to protect the safety of the parties or Voices' educational environment; or (2) provide support during Voices' grievance procedures or during an informal resolution process.

Title IX Coordinator

The Board of Directors of Voices ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Armando Arteaga
Director of Human Resources
6840 Via del Oro #205, San Jose, CA 95119
aarteaga@voicescharterschool.com
(408) 791-1609

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

Deanna Flores
Chief
6840 Via del Oro #205, San Jose, CA 95119
dflores@voicescharterschool.com
(408) 791-1609

The Coordinator is responsible for coordinating Voices' efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decision maker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure Voices' consistent compliance with Title IX.

Reporting Sex Discrimination

All employees who are not a confidential employee must promptly notify the Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Executive Director, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.
Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Voices will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Privacy
Voices acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

Retaliation
Voices prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or

proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes Voices from requiring an employee or other person authorized by Voices to provide aid, benefit, or service under Voices' education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

Confidential Employees
Contact information for the confidential employees at Voices, if any, can be found on the Voices' website or obtained from the Coordinator.

A confidential employee's status as confidential, for Title IX purposes, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies or with respect to information received about sex discrimination in connection with providing services to persons related to sex discrimination.

A confidential employee must explain the following to any person who informs them of conduct that reasonably may constitute sex discrimination under Title IX:

- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

Coordinator's Response to Reports of Sex Discrimination
When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;
- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;
- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;
- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether Voices could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents Voices from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.

The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Voices' education program or activity.

Supportive Measures

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or Voices' educational environment, or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact the Chief Executive Officer via email at aldoramirez@voicescharterschool.com, who is an appropriate and impartial employee or who may designate such an employee, to seek modification or reversal of Voices' decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's IEP Team and 504 Team, if any, in the implementation of supportive measures for that student.

Informal Resolution

At any time prior to determining whether sex discrimination occurred under Voices' Title IX grievance procedures, Voices may offer an informal resolution process to the parties. Voices does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Before initiation of the informal resolution process, the parties will be provided with notice that explains:

- The allegations;
- The requirements of the informal resolution process;
- The right to withdraw and initiate or resume the grievance procedures;
- That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;
- The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and

- What information is retained and whether and how it may be disclosed by Voices for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. Voices will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decision maker in the grievance procedures. The facilitator cannot have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

Grievance Procedures

Scope and General Requirements

Voices has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in Voices' education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

Voices requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

Voices will treat complainants and respondents equitably. Voices presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

Voices may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

Voices allows for the reasonable extension of time frames on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay.

Voices will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

Voices will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence.[2] Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

If a party is a student with a disability, the Coordinator or designee must consult with one or more members, as appropriate, of the student's IEP Team and 504 Team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act of 1973 ("Section 504") throughout the grievance procedures.

Dismissal

In most cases, Voices will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

Voices may dismiss a complaint if:

- Voices is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in Voices' education program or activity and is not employed by Voices;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and Voices determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- Voices determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, Voices will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant's right to appeal the dismissal on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;

[2] Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decision maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing of the dismissal, the basis for the dismissal, and the respondent's right to appeal the dismissal on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable Voices policy.

Appeal of a Dismissal
If a dismissal is timely appealed in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decisionmaker for the appeal, and the parties' right to submit a statement to the decision maker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decision maker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decision maker will notify the parties in writing of the result of the appeal and the rationale for the result.

Notice of the Allegations
Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- Voices' grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to Voices;
- A statement that retaliation is prohibited; and

- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if Voices provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

Emergency Removal

Voices may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with Voices' policies.

Voices may remove a respondent from Voices' education program or activity on an emergency basis, in accordance with Voices' policies, provided that Voices undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.

Investigation

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. Voices has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by Voices to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless Voices obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The

fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence. The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it. The parties timely submitted written responses, if any, will be considered by the investigator and decision maker before a determination of responsibility is made.

Voices will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

Determination of Responsibility
Before making a determination of responsibility, the decisionmaker may question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days of the expiration of the timeframe for the parties to submit a written response to the evidence or an accurate description of it, the decisionmaker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

Appeal of the Determination of Responsibility
Should a party find Voices' determination unsatisfactory, the party may, within five (5) business days of notice of Voices' determination, submit a written appeal to the Chair of the Voices Board, who will serve as the decision maker for the appeal or designate a decisionmaker for the appeal. The decision maker for the appeal must not have taken part in the investigation of the allegations.

The decision maker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

Consequences
Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from Voices or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by Voices including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Voices' education program or activity.

No party, witness, or other person participating in Voices' grievance procedures will be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on Voices' determination whether sex discrimination occurred.

Student Pregnancy and Related Conditions

Voices will not discriminate against any student or applicant based on their current, potential, or past pregnancy or related conditions. For more information about policies and procedures applicable to employees who are pregnant or have a related condition, please refer to the Voices employee handbook.

When a student, or a person who can legally act on behalf of the student, informs any employee of the student's pregnancy or related condition, unless the employee reasonably believes that the Coordinator has already been notified, the employee must promptly:

- Provide that person with the Coordinator's contact information; and
- Inform that person that the Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to Voices' education programs and activities.

If a student, or a person who has a legal right to act on behalf of the student, notifies the Coordinator of the student's pregnancy or related condition, the Coordinator or designee must promptly:

- Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of Voices' obligations under:
    - 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
    - 34 C.F.R. § 106.44(j), which includes rules on disclosures of personal information;
- Provide Voices' Title IX notice of nondiscrimination; and
- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.

A student who is pregnant or has a related condition will be provided with a lactation space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used for expressing breast milk or breastfeeding as needed.

A student who is pregnant or has a related condition may voluntarily take a leave of absence for the time deemed medically necessary by the student's licensed healthcare provider, or if the student so chooses, the time allowed under any Voices leave policy for which the student qualifies. A pregnant or parenting student is entitled to eight weeks of parental leave, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant.
Upon the student's return from leave, the student will be reinstated to the academic status, and, as practicable, to the extracurricular status that the student held when the leave began. The student will not be required to provide any kind of certification demonstrating their ability to physically participate in any class, program, or extracurricular activity unless:

- The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- Such certification is required of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for sex discrimination.

Students who are pregnant or have a related condition will not be required to provide supporting documentation unless necessary and reasonable to determine reasonable modifications or additional actions related to lactation space, leaves of absence, or voluntary access to any available separate and comparable portion of the program.

Training

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All employees, Coordinators and designees, investigators, decisionmakers, and other persons who are responsible for implementing Voices' grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

Voices will maintain the following records for at least seven (7) years:

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.

- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions Voices took to meet its obligations under 34 C.F.R. § 106.44.
- All materials used to provide required Title IX training. Voices will make these training materials available upon request for inspection by members of the public.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

Purpose

To provide students with access to an environment that is safe, secure and conducive to learning. This policy provides guidelines for staff and students to follow for the purpose of providing all students with an environment that is focused on learning. See Title IX Policy Prohibiting Discrimination on the Basis of Sex and Harassment, Intimidation, Discrimination and Bullying Policy.

When an emergency situation occurs, contact the school office staff immediately so that they may determine what type of response is necessary.

Exposure Control Plan For Bloodborne Pathogens

The Principal or designee, shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Principal, or designee, shall establish a written "Exposure Control Plan" designed to protect employees from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

The Board shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the Charter School's "Exposure Control Plan," employees having occupational exposure shall be trained in accordance with applicable state regulations (8 CCR 5193) and offered the hepatitis B vaccination.

The Principal, or designee, may exempt designated first-aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations.

Any employee not identified as having occupational exposure in the Charter School's exposure determination may petition to be included in the Charter School's employee in-service training and hepatitis B vaccination program. Any such petition should be submitted to the Principal, or designee, who shall evaluate the request and notify the petitioners of his/her decision. The

Principal, or designee, may deny a request when there is no reasonable anticipation of contact with infectious material.

Medical Emergency Procedures

Medical Emergency Reporting Procedure. Medical emergencies and accidents can occur at any time and may involve a student or employee. Some emergencies may only require first aid care, while others may require immediate medical attention. When in doubt, it is better to err on the side of caution and dial 911.

1. Medical emergencies involving any student or employee must be reported to the school principal, or his/her designee.
2. Dial 911 or direct someone to do so, provide the following information
    a. School name and phone number
    b. Building address including nearest cross street(s)
    c. Exact location within the building
    d. Your name and phone number
    e. Nature of the emergency
    f. Do not hang up until advised to do so by dispatcher
3. Send a runner to notify the school office that an individual has been injured and an ambulance has been called.
4. Ask someone to dispatch a first aid/CPR trained employee to the victim.
5. Stay calm. Keep the victim warm with a coat or blanket. Do not leave a person unattended.
6. Do not move the victim unless there is danger of further injury.
7. Do not give the victim anything to eat or drink.
8. Draft a written incident report and submit it to the School principal, or his/her designee, before the end of the next workday. See Appendix C for Student/Employee Minor Incident/Accident Report.

Medical Emergency General Guidelines

For minor accidents, use a first aid kit in the classroom.
If a child complains of **illness**, question him/her to determine severity.

1. For minor illness, have the child rest head on desk for 10 to 15 minutes. If he/she still complains, send him/her with a note to the front office (or call the office for escort).
2. If a student is too ill to walk to the office, call the front office for immediate help and explain the severity of the situation.

If a child has **convulsions**:

1. Keep calm
2. Attempt to ease him/her to the floor so he/she will not fall and injure him/herself
3. Turn his/her head to one side so his/her tongue will not block his/her airway
4. Do not attempt to insert anything in his/her mouth
5. Send someone to the office or call the office for assistance

Chemical Burns of skin or eyes should be flushed with large quantities of water at the nearest source. Then send or call the office.

Insect Bites:

1. Remove stinger if possible.
2. Apply cold, wet towel
3. Send to the office if systemic symptoms occur (labored breathing, swelling of the entire body, etc.)

If a **Tooth is displaced** by traumatic injury, wrap the tooth in moist gauze. Send an injured child to the office. Office needs to call the parent/guardian immediately.

Playground Accidents:

1. Render first aid on the playground if necessary
2. If the child is mobile, take them to office
3. If a stretcher is needed, call 911

In addition, the Red Cross offers the following guidelines:

RESCUE BREATHING	● Tap shoulder and shout, “Are you ok?” ● Call 911 if no response ● Open airway: tilt head back slightly, lift chin ● Check for breathing: check quickly for no more than 10 seconds ● If no breathing, give 2 rescue breaths o Tilt head back and lift the chin up o Pinch the nose shut, then make a complete seal of child’s mouth o Blow in for about 1 second to make the chest clearly rise o Give rescue breaths one after the other Rescue breathing count: **Adult:** 1 breath every 5 seconds **Child:** 1 breath every 3 seconds **Infant:** 1 breath every 3 seconds
Nose Bleed	● Put on disposable gloves ● Sit, leaning slightly forward ● Pinch the nose shut for about 10 minutes ● Apply ice or a cold pack that has been wrapped in cloth or towel to the bridge of the nose ● If the bleeding does not stop: o Apply pressure on the upper lip just beneath the nose o Call or have someone else call 911

Wounds	If minor: ● Put on disposable gloves ● Have victim sit down ● Wash wound ● Apply bandage ● Apply ice, if desired If severe: ● Put on disposable gloves ● Have person sit or lie down ● Control bleeding by: o Covering the wound with a dressing and firmly pressing against the wound with a gloved hand until the bleeding stops o Applying a pressure bandage over the dressing to maintain pressure on the wound and to hold the dressing in place o If blood soaks through the bandage, do not remove the blood-soaked bandages. Instead, add more dressings and bandages, and apply additional direct pressure. ● Continue to monitor the person's condition. Observe the person closely for signs that may indicate that person's condition is worsening, such as faster or slower breathing, changes in skin color, and restlessness ● Care for shock. Keep person from getting chilled or overheated ● Have person rest comfortably and provide reassurance ● Wash your hands immediately after giving care, even if you wore gloves
Choking	If unable to: Breathe, Cough, Speak then: ● Give 5 back blows: Bend the person forward at the waist and give 5 back blows between the shoulder blades with the heel of one hand. ● Give 5 abdominal thrusts: o Place a fist with the thumb side against the middle of the person's abdomen, just above the navel. o Cover your fist with your other hand. o Give 5 quick, upward abdominal thrusts. ● Continue care: Continue sets of 5 back blows and 5 abdominal thrusts until the: o Object is forced out

	○ Person can cough forcefully or breathe ○ Person becomes unconscious
Electric Shock	● Do NOT touch individual if they are still in contact with the electrical source ● Turn off source of electricity, if possible ● Call 911

Severe Allergic Reaction (Anaphylaxis)

Anaphylaxis is a severe and sudden allergic reaction. It occurs when a person is exposed to an allergen to which they are sensitive. The most common allergens or trigger substances that may cause anaphylaxis in school-aged children are:

- peanuts
- tree nuts
- fish
- shellfish
- egg
- cow's milk
- sesame
- soy
- insect stings
- latex
- certain medications. Note that the school may only administer medication upon the receipt of parent and physician authorization. See Appendix F for the Medication Doctor & Parent Authorization form.

Anaphylaxis is potentially life threatening and always requires an emergency response.

It is therefore critical that school staff, parents and caregivers are confident about the management and treatment of students who have been diagnosed by a medical practitioner as being anaphylactic or potentially anaphylactic.

Symptoms and signs of anaphylaxis

The symptoms and signs of anaphylaxis, usually but not always, occur within the first 20 minutes after exposure but in some cases can be delayed up to 2 hours or more. Rapid onset and

development of potentially life-threatening clinical effects are characteristic markers of anaphylaxis.

Symptoms and signs of anaphylaxis (a severe allergic reaction) may include one or more of the following:

- Difficulty and/or noisy breathing
- Swelling of the tongue
- Swelling or tightness in the throat
- Difficulty talking or hoarse voice
- Wheeze or persistent cough
- Dizzy/light headed
- Loss of consciousness and/or collapse
- Pale and floppy (young child)

Symptoms and signs of a mild to moderate allergic reaction may include one or more of the following:

- Tingling of the mouth
- Hives, welts or body redness
- Swelling of the face, lips, eyes
- Vomiting, abdominal pain

Emergency treatment procedures – Immediate Reaction Required

<u>For students WITH an Action Plan for Anaphylaxis</u>

- Follow emergency response plan as outlined in a student's Severe Allergy Medical Management Plan
- If Action Plan indicates the use of an Epinephrine auto injector (EpiPen), trained staff shall administer the EpiPen
- Seek urgent medical assistance – call an ambulance (tell the dispatcher that the medical condition is anaphylaxis or a severe allergy)
- If unconscious and no pulse is evident, commence CardioPulmonary Resuscitation (CPR) and continue until ambulance arrives
- Contact parents/caregivers
- Maintain airway, breathing and circulation at all times
- Maintain close observation for possible relapse while waiting for ambulance or medical assistance.

For students WITHOUT Severe Allergy Medical Management Plan

California Education Code (EC) Section 49414, as amended by Senate Bill 1266, effective January 1, 2015,[5] *requires school districts to provide emergency epinephrine auto-injectors to school nurses or trained personnel who have volunteered, and provides that school nurses or trained personnel who have volunteered may use epinephrine auto-injectors to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction.*[6]

Severe allergic reactions or anaphylaxis can occur when there is no history of known allergies. This situation should be treated as an emergency. Under these circumstances there will be no Action Plan. Recognition of the symptoms and/or signs as being anaphylactic may also be a problem. The following steps should be followed:

- A trained staff member or volunteer shall administer the Epinephrine Auto-Injector (EpiPen)
- Seek urgent medical assistance – call an ambulance (if suspected, tell the dispatcher that the medical condition is anaphylaxis or a severe allergy)
- Lay the person flat and elevate the legs if the person is dizzy or seems confused or has a reduced level of consciousness, unless this makes it more difficult for the person to breathe
- Follow standard resuscitation measures if there is no pulse, no breathing or loss of consciousness – if oxygen is available give at a high flow rate.
- Contact parents/caregivers
- Maintain airway, breathing and circulation at all times
- Maintain close observation for possible relapse while waiting for ambulance or medical assistance.

Severe Allergy Medical Management Plan

Steps in the Emergency Use of an Epinephrine Auto-Injector (EpiPen):

1. Determine if anaphylaxis is suspected. Anaphylaxis usually, but not always, occurs right after exposure to an allergen. Frequently anaphylaxis occurs in individuals who have a history of a previous reaction. If there is uncertainty about the diagnosis, but there is a reasonable probability that it is anaphylaxis, then treat it as anaphylaxis.
2. **If anaphylaxis symptoms occur, call 911 or activate the emergency medical system (EMS). Stay with the victim.** Have others notify the paramedics, school nurse, parents and principal/designee immediately.
3. Have the victim sit down. Reassure the victim and avoid moving him or her. Calming reduces the distribution of the allergen in the body.

4. **Prepare to administer EpiPen.**
    a. For students in second grade or below, or if less than 55 lbs, use **White label** EpiPen Jr (0.15 mg)
    b. For adults and students in third grade or above, or if more than 55 lbs, use **Yellow label** EpiPen (0.30 mg). The EpiPen acts immediately; however the effects last only 10 -15 minutes. *Make sure someone has called **911**.*
5. EpiPen Administration Procedure:

Grasp the EpiPen and form a fist around the unit. With the other hand, pull off the GRAY Safety Cap.

a. **Hold the black tip near the outer thigh. Never put your thumb, fingers, or hand over the black tip.** (If an accidental injection occurs, go immediately to the nearest hospital emergency room.)
b. **Swing and jab the black tip firmly into the OUTER BARE THIGH so that the auto-injector is perpendicular (at a 90° angle) to the thigh. You will hear a click.** (The EpiPen can be injected through the victim's clothing, if necessary.)
c. **Hold the EpiPen firmly in place for 10 seconds, and then remove it from the thigh.** (After the injection, the victim may feel his or her heart pounding. This is a normal reaction.)
d. **Remove the EpiPen and massage the injection area for several seconds.**
e. **Check the black tip:**
    - If the needle is exposed, the dose has been delivered
    - If the needle is not exposed, repeat steps b through e
f. **Dispose of the EpiPen in a "sharps" container or give the expanded EpiPen to the paramedics.**
g. **Call 911, if not previously called.**

6. If the anaphylactic reaction is due to an insect sting, remove the stinger as soon as possible after administering the EpiPen. Remove stinger quickly by scraping with a fingernail, plastic card or piece of cardboard. Apply an ice pack to the sting area. Do NOT push, pinch, or squeeze, or further imbed the stinger into the skin because such action may cause more venom to be injected into the victim.
7. Observe the victim for signs of shock. Cover the victim with a blanket, as necessary, to maintain body temperature and help to prevent shock.
8. Monitor the victim's airway and breathing. Begin CPR immediately if the victim stops breathing.
9. Take the victim's vital signs (if trained to do so) and record them. Duplicate the emergency card for the paramedics. When paramedics arrive tell them the time EpiPen was administered and the dose administered. If EpiPen has not been disposed of in a sharps container, give the expanded EpiPen to the paramedics.
10. **If symptoms continue and paramedics do not arrive, use a new EpiPen and re-inject 15 to 20 minutes after initial injection.** Continue to monitor the victim's

airway and breathing.

11. Follow-up medical care should be obtained at the emergency room or from the victim's physician. A second delayed reaction may occur up to 6 hours after the initial anaphylaxis.
12. Document the incident and complete the accident/incident report. See Appendix C for Student/Employee Minor Incident/Accident Report. Include in the documentation the date and time EpiPen was administered, the victim's response, and additional pertinent information. Send a copy of the report to the school nurse.

Quick Reference:

- DO NOT HESITATE to administer Epipen and to call 911 even if the parents cannot be reached.
- Call 911 immediately. 911 must be called if Epipen is administered.
- Advise 911 dispatch that the student is having a severe allergic reaction and Epipen is being administered.
- Students should remain quiet with a staff member at the location where the symptoms began until EMS arrives.
- Provide a copy of the Severe Allergy Plan to EMS upon arrival. See Appendix G for Severe Allergy Medical Management Plan Signature Page.
- Notify the administrator and parent/guardian.
- Call the CDE's School Health Connections Office at 916-319-0914.

Automated External Defibrillator (AED)

Steps in the Emergency Use of an Automated External Defibrillators (AED) during sudden cardiac arrest.

Before Using the AED

These AED steps should be used when caring for a non-breathing child aged 8 or older who weighs more than 55 pounds, or an adult.

After checking the scene and ensuring that the person needs help, you should ask a bystander to call 911 for help, then:

1. Turn on the AED and follow the visual and/or audio prompts.
2. Open the person's shirt and wipe his or her bare chest dry. If the person is wearing any

medication patches, you should use a gloved (if possible) hand to remove the patches before wiping the person's chest.
3. Attach the AED pads, and plug in the connector (if necessary).
4. Make sure no one, including you, is touching the person. Tell everyone to "stand clear."
5. 5Push the "analyze" button (if necessary) and allow the AED to analyze the person's heart rhythm.
6. If the AED recommends that you deliver a shock to the person, make sure that no one, including you, is touching the person – and tell everyone to "stand clear." Once clear, press the "shock" button.
7. Begin CPR after delivering the shock. Or, if no shock is advised, begin CPR. Perform 2 minutes (about 5 cycles) of CPR and continue to follow the AED's prompts. If you notice obvious signs of life, discontinue CPR and monitor breathing for any changes in condition.

Resuscitation Orders

School employees are trained and expected to respond to emergency situations without discrimination. If any student needs resuscitation, staff shall make every effort to resuscitate him/her.

Staff members are prohibited from accepting or following any parental or medical "do not resuscitate" orders. School staff should not be placed in the position of determining whether such orders should be followed, and such Advance Directives shall not be communicated to staff. The principal, or designee, shall ensure that all parents/guardians are informed of this policy.

Opioid Overdose Response Protocol

STEP 1: Evaluate for Signs of Overdose.

a. All employees will be trained to recognize the following signs of an opioid overdose:
    - Unconsciousness or inability to awaken;
    - Slow or shallow breathing or breathing difficulty, such as choking sounds or a gurgling/snoring noise from a person who cannot be awakened; and
    - Fingernails or lips turning blue/purple.
b. If any person is suspected of suffering an overdose, any employee shall first attempt to stimulate the person by:
    - Calling the person’s name;
    - Then, vigorously grind knuckles into the sternum (breastbone) or rub knuckles on the person’s upper lip.
c. If the person responds, assess whether he or she can maintain responsiveness and breathing.

d. Continue to monitor the person, including breathing and alertness, and try to keep the person awake and alert.
e. If unresponsive, call 911, consider providing rescue breathing if the person is not breathing on their own or get help from someone trained in emergency response techniques.

STEP 2: Call 911. Calling 9-1-1 at the appropriate time is an essential step to getting someone with medical expertise to care for the person suspected of experiencing an opioid overdose. If no emergency medical services (EMS) or other trained personnel are on campus, activate the 9-1-1 emergency system immediately. All that needs to be reported is "Someone is unresponsive and not breathing" and then report the specific address and/or description of the location on the campus where the person is located. After relaying this information, follow the dispatcher's instructions. If appropriate, the 911 operator may instruct you to begin CPR and implement rescue breathing, which you may perform or have another responsible and/or trained adult perform. Follow these and all instructions given by 911 operators until emergency responders arrive.

If your school site is supplied with Narcan (Naloxone) proceed to STEP 3, otherwise skip to STEP 4

STEP 3: Administering Naloxone. Employees will be trained on the administration of naloxone according to the instructions provided with the naloxone product maintained at the school.

a. If a person does not respond within 2-3 minutes after administering a dose of naloxone administer a second dose of naloxone.
b. The duration of effect of naloxone depends on the dose, method of administration, and overdose symptoms. The goal of naloxone therapy should be to restore adequate spontaneous breathing, but not necessarily complete arousal.
c. More than one dose of naloxone may be needed to revive someone who is overdosing. People who have taken longer acting or more potent opioids may require additional doses or forms of naloxone therapy.
d. Comfort the person being treated, as withdrawal triggered by naloxone can feel unpleasant. Some people may become agitated or confused, which may improve by providing reassurance and explaining what is happening.

STEP 4: Support the Person's Breathing. Supporting breathing is an important intervention and may be lifesaving on its own. Rescue breathing can be very effective in supporting respiration, and chest compressions can provide ventilatory support. If trained to perform rescue breathing and comfortable doing so, it is recommended that you administer it to someone experiencing opioid overdose symptoms if they are having difficulty breathing. If you are not trained in rescue breathing or are not comfortable administering rescue breathing, call for help from school medical personnel, if any, or other individuals who may be trained in rescue breathing or other emergency medical response techniques.

a. Rescue breathing for adults involves the following steps:
    - Be sure the person's airway is clear (check that nothing inside the person's mouth or throat is blocking the airway).
    - Place one hand on the person's chin, tilt the head back, and pinch the nose closed.
    - Place your mouth over the person's mouth to make a seal and give two slow breaths.
    - Watch for the person's chest (but not the stomach) to rise.
    - Follow up with one breath every 5 seconds.
b. Chest compressions for adults involve the following steps:
    - Place the person on their back.
    - Press hard and fast on the center of the chest.
    - Keep your arms extended.

STEP 5: Assist Emergency Responders. After emergency responders arrive on site, assist them with any requests they may have while tending to the individual experiencing the overdose. Keep other students and unnecessary persons out of the way and make sure the path is clear to the individual needing emergency assistance and back to an ambulance, if necessary. Continue to comply with 911 operator instructions until told to hang up.

DO's and DON'Ts:

DO attend to the person's breathing and cardiovascular support needs by administering oxygen or performing rescue breathing and/or chest compressions.
DO put the person in the "recovery position" on the side, if you must leave the person unattended for any reason.
DO stay with the person and keep them warm.
DON'T slap or forcefully try to stimulate the person; it will only cause further injury. If you cannot wake the person by shouting, rubbing your knuckles on the sternum, or light pinching, the person may be unconscious.

DON'T put the person into a cold bath or shower. This increases the risk of falling, drowning, or going into shock.
DON'T try to make the person vomit drugs that may have been swallowed. Choking or inhaling vomit into lungs can cause a fatal injury.

Emergency Response Plan

The intent of this plan is to clarify school procedures in the case of an emergency. The objectives of our plan are the following:

1. To provide for action which will minimize injuries and loss of life of students and school and emergency personnel if an emergency occurs during school hours;
2. To provide for maximum use of school personnel and school facilities;
3. To ensure the safety and protection of our students and school personnel immediately after a disaster;
4. To arrange for a calm and efficient plan for parents/guardians to retrieve their children from school, should it be necessary, following a disaster.

To meet these objectives, in the event a disaster should occur when children are at school, the following action plan would be implemented.

Initial Response to Emergencies

School personnel are usually first on the scene of an emergency situation within the school. They will normally take charge and remain in charge of the emergency until it is resolved and will transfer command and incident management to the appropriate emergency responder agency with legal authority to assume responsibility. They will seek guidance and direction from local officials and seek technical assistance from state and federal agencies and industry where appropriate. **However, at no time will school officials transfer responsibility for student care.**

When an emergency situation occurs, school personnel must quickly determine what initial response actions are required. Determining the appropriate actions to take is a three-step process:

1. identify the type of emergency;
2. identify the level of emergency; and
3. determine immediate action(s) that may be required. Each of these steps is discussed in the following sections.

Identify Type of Emergency

The first step in responding to an emergency is to determine the *type* of emergency that has

occurred. Emergency procedures for the types of emergencies listed below are provided herein.

- Fire on School Grounds
- Earthquake
- Bomb Threat
- Intruder, Hostage Taking, Lockdown
- Severe Weather
- Extended Power Loss
- Poisoning, Chemical Spills, Hazardous Materials
- Biological or Chemical Attack
- Radiation Threat
- Armed Assault on Campus
- Drive-by Shooting
- Air Pollution / Smog
- Fallen Aircraft
- Explosion
- Unlawful Demonstration/Walkout
- Emergency phone numbers can be found at Appendix H.

In identifying the type of emergency, Voices will follow the Homeland Security Advisory Recommendation, as necessary.

Identify Level of Emergency

The second step in responding to an emergency is to determine the *level* of the emergency. For schools, emergency situations can range from a small fire to a major earthquake. To assist schools in classifying emergency situations, a three-tiered rating system is described below.

Level 1 Emergency: A *minor* emergency that is handled by school personnel without assistance from outside agencies, e.g., a temporary power outage, a minor earthquake, or a minor injury in the play yard.

Level 2 Emergency: A *moderate* emergency that requires assistance from outside agencies, such as a fire or a moderate earthquake, or a suspected act of terrorism involving the dispersion of a potentially hazardous material, e.g., “unknown white powder”.

Level 3 Emergency: A *major* emergency event that requires assistance from outside agencies such as a major earthquake, civil disturbance or a large-scale act of terrorism. For Level 3 emergencies, it is important to remember that the response time of outside agencies may be seriously delayed.

Notification Procedures

1. In case of an emergency at any school facility, the flow of information after calling 911, shall be from the school principal to the Voices Team Z office. Information should include the nature of the incident and the impact on the facility, students and staff.
2. In the event of a fire, anyone discovering the fire shall activate the building fire alarm system. Unless there is a lockdown incident or a shelter in place incident in progress, the building shall be evacuated. In the event that a lockdown or shelter-in-place incident is in progress, the evacuation shall be limited to the area immediately in danger from the fire.
3. In the event the Voices main office is in receipt of information, such as a weather warning that may affect a school within Voices, the information shall be provided to the school principal.

Determine Immediate Response Actions

Once the type and extent of an emergency have been identified, school personnel can determine if an *immediate response action* is required. The principal/designee will be responsible for activating the school emergency operations plan and the initial response. The most common immediate response actions initiated during school emergencies are:

- Duck and Cover
- Shelter-In-Place
- Lockdown
- Evacuate Building
- Off-Site Evacuation
- All Clear

Immediate Response Actions

Duck and Cover
This action is taken to protect students and staff from flying or falling debris.

Description of Action

1. This action is to be taken immediately in case of an earthquake once shaking is perceived by the teachers and staff, even without the initial announcement by the principal.
2. If possible, the principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal

or designee will use other means of communication, i.e., sending messengers to deliver instructions. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. AS YOU ARE AWARE, WE ARE EXPERIENCING SOME SEISMIC ACTIVITY. FOR EVERYONE'S PROTECTION, ALL STUDENTS SHOULD FOLLOW STAFF DUCK AND COVER PROCEDURES, WHICH MEANS YOU SHOULD BE IN A PROTECTED POSITION UNDER A TABLE OR DESK, AWAY FROM WINDOWS AND ANYTHING THAT COULD FALL AND HURT YOU. HOLD THIS POSITION UNTIL THE SHAKING STOPS OR YOU ARE GIVEN FURTHER INSTRUCTIONS."

3. If inside, teachers will instruct students to duck under their desks and cover their heads with their arms and hands.
4. If outside, teachers will instruct students to drop to the ground, place their heads between their knees, and cover their heads with their arms and hands.
5. Teachers and students should move away from windows.

Shelter-in-Place

This action is taken to place and/or keep students indoors in order to provide a greater level of protection from airborne contaminants in outside air. Shelter-in-Place is implemented when there is a need to isolate students and staff from the outdoor environment, and includes the shutdown of classroom and/or building HVAC systems. During Shelter-in-Place, no one should be exposed to the outside air.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building. However, classes in bungalows and buildings with exterior passageways will have to remain in the classroom.

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. BECAUSE WE HAVE RECEIVED INFORMATION REGARDING A HAZARD IN THE COMMUNITY, WE ARE INSTITUTING SHELTER-IN-PLACE PROCEDURES. REMEMBER, THIS MEANS STUDENTS AND STAFF ARE TO REMAIN INSIDE THE BUILDING AWAY FROM OUTSIDE AIR WITH WINDOWS AND DOORS SECURELY CLOSED AND AIR CONDITIONING UNITS TURNED OFF. ALL STUDENTS AND STAFF THAT ARE OUTSIDE ARE TO IMMEDIATELY MOVE TO THE PROTECTION OF AN INSIDE ROOM. AS SOON AS WE HAVE FURTHER INFORMATION, WE WILL SHARE IT WITH YOU."

2. If inside, teachers will keep students in the classroom until further instructions are given.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers should consider the location and proximity of the identified hazard and, if necessary, proceed to an alternative indoor location.
4. Teachers are responsible to secure individual classrooms whereas the Business Manager will assist in completing the procedures as needed: shut down the classroom / building(s) HVAC system; turn off local fans in the area; close and lock doors and windows; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.

Lockdown (or "Code Red")

This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lockdown, students are to remain in the classrooms or designated locations at all time.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building.

For campuses located in Santa Clara County, if there is an active shooter on campus, students and staff should immediately utilize the Run, Hide, Defend protocol.
**Run, Hide, Defend is to be used for students in 3rd grade and above. For 2nd grade and below, the appropriate response should be determined by on-scene school staff.
** A predetermined meeting point should not be established

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., PHONES, TEXT, ETC. DO NOT SEND messengers to deliver instructions IN CODE RED SITUATION. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE HAVE AN EMERGENCY SITUATION AND NEED TO IMPLEMENT LOCKDOWN PROCEDURES. TEACHERS ARE TO LOCK CLASSROOM DOORS AND KEEP ALL STUDENTS INSIDE THE CLASSROOM UNTIL FURTHER NOTICE. DO NOT OPEN THE DOOR UNTIL NOTIFIED BY AN ADMINISTRATOR OR LAW ENFORCEMENT. IF OUTSIDE, STUDENTS AND STAFF ARE TO PROCEED INSIDE TO THE NEAREST BUILDING OR CLASSROOM."

2. If inside, teachers will instruct students to lie on the floor, lock the doors, and close any shades or blinds if it appears safe to do so.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium).
4. Custodian will check and lock all bathrooms.
5. Teachers and students will remain in the classroom or secured area until further instructions are given by the principal or law enforcement.
6. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel, shall be allowed on campus.

Evacuate Building

This action is taken after the decision is made that it is unsafe to remain in the building.

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the Principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE NEED TO INSTITUTE AN EVACUATION OF ALL BUILDINGS. TEACHERS ARE TO TAKE THEIR STUDENTS TO THE ASSEMBLY AREA AND REPORT TO THEIR DESIGNATED AREA. STUDENTS ARE TO REMAIN WITH THEIR TEACHER. TEACHERS NEED TO TAKE THEIR ROLLBOOK AND LOCK THE

CLASSROOM WHEN ALL STUDENTS HAVE EXITED THE CLASSROOM."

2. The principal or designee will initiate a fire alarm.
3. Teachers will instruct students to evacuate the building, using designated routes, and assemble in their assigned *Assembly Area*.
4. Teachers will take the student roster when leaving the building and take attendance once the class is assembled in a safe location.
5. Once assembled, teachers and students will stay in place until further instructions are given.

Off-Site Evacuation

This action is taken after a decision is made that it is unsafe to remain on the campus, and evacuation to an off-site assembly area is required.

Description of Action

1. The principal or designee will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE NEED TO INSTITUTE AN OFF-SITE EVACUATION. TEACHERS ARE TO TAKE THEIR STUDENTS TO THE OFF-SITE ASSEMBLY AREA AND REPORT TO THEIR DESIGNATED AREA. STUDENTS ARE TO REMAIN WITH THEIR TEACHER. TEACHERS NEED TO TAKE THEIR ROLLBOOK AND LOCK THE CLASSROOM WHEN ALL STUDENTS HAVE EXITED THE CLASSROOM."

2. The principal or designee will determine the safest method for evacuating the campus. This may include the use of school buses or simply walking to the designated off-site location. The off-site assembly areas are indicated on the Evacuation Map.
3. Teachers will secure the student roster when leaving the building and take attendance once the class is assembled in a pre-designated safe location.
4. Once assembled off-site, teachers and students will stay in place until further instructions are given.
5. If the event clearance is received from appropriate agencies, the principal or designee may authorize students and staff to return to the classrooms.

Staff Responsibilities:

Principal
- Orders evacuation via all-call systems and with the bell system.
- Takes student accounting as classes leave the school site.
- Does a final check of buildings and leaves for the evacuation site.
- Communicates with Designee as needed

Principal's Designee
- Takes student accounting as classes leave the school building.
- Does a final check of buildings and leaves for the evacuation site.
- Communicate with the principal as needed.

Teachers
- Teachers prepare to evacuate by:
- Getting an Emergency **Backpack.**
- Turning **off** air/heating.
- Taking student count before exiting the room.
- Students ***take*** jackets, but ***leave*** backpacks, etc.
- Walk class in an orderly and quiet manner to the assigned evacuation point.

Custodian
- Evaluates overall campus condition and takes precautionary action.
- Take necessary emergency precautions with gas, electricity, etc.
- Reports to principal or designee when the preceding actions are complete.

Adaptations for Students with Disabilities

Students with known disabilities should have emergency response accommodations noted in their 504 or IEP to indicate additional assistance that may need to be implemented in case of various emergencies covered by this safety plan. Students with known disabilities will also have a pre-designated location in their classrooms that are reserved for them during lockdown, shelter-in-place, and earthquakes.

In the event of an emergency, students with disabilities may have an additional staff person assigned to their classroom to carry out accommodations and assistance with disaster response procedures. The additional staff person will assist the student and teacher during the emergency response.

General Strategies for Assisting Individuals with Disabilities During an Emergency

The needs and preferences of non-ambulatory individuals will vary. Those at ground floor locations may be able to exit without help. Others may have minimal ability to move, and lifting may be dangerous. Some non-ambulatory people also have respiratory complications. Remove them from smoke and vapor immediately.

To alert visually impaired individuals

- ❑ Announce the type of emergency.
- ❑ Offer your arm for guidance.
- ❑ Tell the person where you are going, obstacles you encounter.

When you reach safety, ask if further help is needed.

To alert individuals with hearing limitations

- ❑ Turn lights on/off to gain a person's attention -OR-
- ❑ Indicate directions with gestures -OR-

Write a note with **EVACUATION** directions.

To evacuate individuals using crutches, canes or walkers

- ❑ **Evacuate** these individuals as injured persons.
- ❑ Assist and accompany to **EVACUATION** site, if possible -OR-
- ❑ Use a sturdy chair (or one with wheels) to move person -OR-

Help carry individuals to safety.

To evacuate individuals using wheelchairs

- ❑ Give priority assistance to wheelchair users with electrical respirators.
- ❑ Most wheelchairs are too heavy to take downstairs; consult with the person to determine the best carry options.

Reunite the person with the wheelchair as soon as it is safe to do so.

All Clear

This action is taken to notify teachers that normal school operations can resume.

Description of Action

1. The principal or designee will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal or designee will use other means of communication, i.e., sending messengers to deliver instructions.

"YOUR ATTENTION PLEASE. IT IS NOW SAFE TO RETURN TO YOUR CLASSROOM AND RESUME NORMAL OPERATIONS. I WOULD LIKE TO THANK AND COMMEND STUDENTS AND STAFF FOR THEIR COOPERATION."

2. This action signifies the emergency is over.
3. If appropriate, teachers should immediately begin discussions and activities to address students' fears, anxieties, and other concerns.

Training and Exercise

Voices understands the importance of training, drills, and exercises in the overall emergency management program. To ensure that school personnel and community first responders are aware of their duties and responsibilities under the school plan and the most current procedures, the following training, drill and exercise actions will occur.

1. Training and refresher training sessions shall be conducted for all school personnel. In case of academic staff, training should coincide with the Summer Professional Development. Training for the remainder of the support staff shall be held at a time during the school year that will allow for maximum attendance. Records of the training provided including date(s), type of training and participant roster will be maintained.
2. Information addressed in these sessions will include updated information on plans and/or procedures and changes in the duties and responsibilities of plan participants. Discussions will also center on any revisions to additional materials. Input from all employees is encouraged.
3. Voices will plan for 1) Earthquake, 2) Fire and 3) Evacuation drills 4) Code Red.

This plan addresses emergency actions that are conducted during all four phases of emergency management.

Note Regarding Code Red Drills

Education Code section 32282, subdivision (a)(2)(K), restricts the drill procedures that can be used to prepare students for active shooter situations. Accordingly, whenever a Code Red drill is held to prepare students for responding to an active shooter, those drills shall be designed to comply with the following features:

(1) Code-Red/Lockdown drills shall not be "high-intensity" drills, meaning they shall not include simulations that mimic an actual school shooter or other armed assailant, such as by using theatrical makeup, fake blood, actors, or participation of students in acting out active resistance to an assailant.

(2) The drill shall not use real weapons, gunfire blanks, or explosions.
(3) The drill shall be designed pursuant to a trauma-informed approach, meaning:
    (a) It shall be age and developmentally appropriate in content and terminology, as determined in consultation with school-based mental health professionals;
    (b) Advance notice of the drill (and its expected length of time) shall be provided to parents and guardians, teachers, administrators, and school personnel;
    (c) It shall offer the opportunity for parents/guardians to opt their students out of participation;
    (d) An announcement of the drill shall be given before and after the drill;
    (e) A notice shall be given to parents/guardians after the drill has concluded; and
    (f) The school shall provide contact information for community-based resources to parents/guardians, pupils, and staff who are negatively impacted by the drills.

Mitigation/Prevention

Voices will conduct mitigation/prevention activities as an integral part of the emergency management program. Mitigation/prevention is intended to eliminate hazards and vulnerabilities, reduce the probability of hazards and vulnerabilities causing an emergency situation, or lessen the consequences of unavoidable hazards and vulnerabilities. Mitigation/prevention should be a pre-disaster activity, although mitigation/prevention may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Among the mitigation/prevention activities included in the emergency operations program are:

1. Identifying hazards
2. Recording hazards
3. Analyzing hazards
4. Mitigating/preventing hazards
5. Monitoring hazards
6. Security Audit

Preparedness

Preparedness activities will be conducted to develop the response capabilities needed in the event of an emergency. Among the preparedness activities included in the emergency operations program are:

1. Providing emergency equipment and facilities.

2. Emergency planning, including maintaining this plan.
3. Involving emergency responders, emergency management personnel, other local officials, and volunteer groups who assist this school during emergencies in training opportunities.
4. Conducting periodic drills and exercises to test emergency plans and training.
5. Completing an After Action Review after drills, exercises and actual emergencies.
6. Revise plan as necessary.

Please refer to Appendix I for the School Crisis Response Box Checklist.

Response

Voices will respond to emergency situations effectively and efficiently. The focus of most of this plan is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation quickly, while minimizing casualties and property damage. Response activities include warning, first aid, light fire suppression, law enforcement operations, evacuation, shelter and mass care, light search and rescue, as well as other associated functions.

Recovery

If a disaster occurs, Voices will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the school and provide for the basic needs of the staff and students. Long-term recovery focuses on restoring the school to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to students, families and staff. Examples of recovery programs include temporary relocation of classes, restoration of school services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged stadiums and athletic facilities.

Emergencies Occurring During Summer or Other School Breaks

If a school administrator is notified of an emergency during the summer, the response usually will be one of limited school involvement. In that case, the following steps should be taken:

1. Disseminate information to the principal/designee, the Business Manager, and the parent liaison.
2. Identify close friends/staff most likely to be affected by the emergency. Keep the list and recheck it when school reconvenes.
3. Notify staff or families of students most likely to be affected by the emergency and recommend community resources for support.

4. Notify general faculty/staff by letter or telephone with appropriate information.
5. Schedule a faculty meeting for an update the week before students return to school.
6. Be alert for repercussions among students and staff.

When school reconvenes, check the core group of friends and other at-risk students and staff, and institute appropriate support mechanisms and referral procedures.

Evacuation Routes

Evacuation route maps have been posted in each work area.

Beyond planning for daily ingress/egress routes and emergency evacuation routes, schools must plan for assisting students, staff and visitors with disabilities. Under the Americans with Disabilities Act of 1990, individuals who are deaf/hard of hearing, blind/partially sighted, mobility impaired and/or cognitively/emotionally impaired must be assisted.

In the event of an airborne chemical or biological release, it is safest for students and staff to remain indoors at the school site.

Special Information For Parents

Telephones/Communications

In the event of an earthquake, flood or other natural disaster, keep your radios tuned to your local radio station for advisory information. Please do not call the school as we must have the lines open for emergency calls.

In the event of an emergency, we will share information with families via the school's automated communications system. Please make sure your updated contact information is in our system.

"YOUR ATTENTION PLEASE. THIS IS (NAME & TITLE) WITH AN IMPORTANT MESSAGE CONCERNING ALL OF VOICES COLLEGE-BOUND LANGUAGE ACADEMIES. AS YOU ARE AWARE, WE ARE EXPERIENCING SOME SEISMIC ACTIVITY. FOR EVERYONE'S PROTECTION, KEEP YOUR RADIOS TURNED TO YOUR LOCAL RADIO STATION FOR ADVISORY INFORMATION. PLEASE DO NOT CALL THE SCHOOL AS WE MUST HAVE THE LINES OPEN FOR EMERGENCY CALLS. WE WILL UPDATE YOU AS SOON AS WE HAVE FURTHER INFORMATION."

Dismissal

Should there be a major earthquake or other disaster, children will remain under the supervision of school authorities until parents or responsible adults can pick them up.

Student Release Procedure

1. Go directly to the entrance of the school or evacuation area.
2. Inform the teacher, aide or adult responsible for that classroom that you are taking the child from the class line.
3. Proceed with the child back to Student Release Tables to sign a Student Release/Runner Form (Appendix K) form for each child you are taking. Do not remove your child or any other child from school without signing the emergency release form. This provides us a record of where each child is if someone else arrives later looking for the child.
4. Unless you are staying to volunteer, please leave as quickly as possible after signing out your child.
5. Adults will be needed to help with first aid, dismissing students, helping with classes, monitoring traffic, etc. If you are able to volunteer to help, go directly to the Command Center (Appendix L) where the Business Manager will give you an assignment. Volunteers should leave children with their classes and not sign student release form(s) until they are ready to leave.

If You Can't Get to the School

Should a major disaster occur, it is likely that many parents will not be able to reach the school right away. If conditions make it necessary, we will release your child to the adult indicated on your child's Emergency Release form. We will keep a written record of the child and the adult to whom the child has been released.

The school principal or teacher in charge will determine the need to leave the building. In the event the building cannot be reoccupied or if a fire requires evacuation of the school, the students will be transferred to the nearest available safe shelter.

If the children are caught in a disaster between home and school, it is recommended that they go immediately to school.

Responding to Emergencies

The following pages outline how staff should respond in the event of specific emergency situations:

Fire

When the fire is discovered:

- Activate the nearest fire alarm (if installed)
- Notify the local Fire Department by calling: **911**
- If the fire alarm is not available, notify the site personnel about the fire emergency: Call Teachers' 2-way radio

Evacuation Process for Teachers:

1. Get emergency backpack
2. Get your class roster (clipboard).
3. Get the evacuation map (clipboard).
4. Count your students before you leave the room.
5. Close your door upon exiting the room.
6. Zero noise is to be adhered as the class walks to and waits at the Assembly Area.
7. Take roll at the Assembly Area.
8. Listen for direction from the principal.

The School needs to:

1. Notify the Fire Department by dialing 911. The Fire Department is to be notified of any fires larger in size than a wastebasket. The Fire Department should be given the following information:

Voices Morgan HIll
16505 Monterey Road
Morgan Hill, CA 95037
(408) 791-1700

Voices Franklin McKinley
715 Hellyer Avenue
San Jose, CA 95111
(408) 361-1960

Voices Mount Pleasant
14271 Story Road
San Jose, CA 95127
(408) 571-6404

Voices West Contra Costa
201 28th Street,
Richmond, CA 94804
(510) 480-0540

Voices Stockton
321 E Weber Ave
Stockton, CA 95202
(209)-455-5162

a. Exact location of the fire within the building

2. Have students and staff evacuate the building in accordance with established procedures.

Fight the fire ONLY if:

- The fire department has been notified; The fire extinguisher is in working condition
- The fire is small and is not spreading to other areas
- Escaping the area is possible by backing up to the nearest exit

Upon being notified about the fire:

- Leave the building using the designated escape routes
- Assemble in the designated area (see evacuation map)
- Remain outside until directed that it is safe to reenter

Business Manager and school support staff must:

- Disconnect utilities & equipment unless doing so jeopardizes his/her safety
- Coordinate an orderly evacuation of personnel
- Perform an accurate headcount of personnel reported to the designated area
- Determine a rescue method to locate missing personnel
- Provide the Fire Department personnel with the necessary info about the facility
- Perform assessment & coordinate weather forecast office emergency closing procedures

School support staff must:

- Ensure that all employees have evacuated the area / floor
- Report any problems to the principal/designee at the assembly area
- Assist all physically challenged employees and students in emergency evacuation

*****The principal/designee is the ONLY PERSON authorized to sign out a child in the event of ANY**

emergency***

Scenario 1: Fire In Surrounding Area

This procedure addresses the situation where a fire is discovered in an area adjoining the school. The initiated response actions should take into consideration the location and size of the fire, its proximity to the school and the likelihood that the fire may affect the school.

Procedure

- The principal/designee will initiate the appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, LOCKDOWN, EVACUATE BUILDING or OFF-SITE EVACUATION.
- The principal/designee will notify “911” and will provide the location and nature of the emergency.
- The principal/designee will instruct the Business Manager to prevent students from approaching the fire and keep routes open for emergency vehicles.
- The principal/designee will contact the local fire department and will work with the fire department to determine if school grounds are threatened by the fire, smoke, or other hazardous conditions.
- If the principal/designee issues the EVACUATE BUILDING action, staff and students will evacuate the affected building(s) using prescribed routes or other safe routes to the Assembly Area.
- In the event of an evacuation, teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
- The principal/designee will keep a battery-powered radio tuned to a local radio station for emergency information.
- As appropriate, the principal/designee will activate the BrightArrow Parent Alert System.
- The principal/designee will notify Team Z of the emergency situation.
- The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

Fire On School Grounds

This procedure addresses situations where a fire is discovered on school grounds. A quick response to this situation is very important to prevent injuries and further property damage.

Procedure

1. Upon discovery of a fire, teachers or staff will direct all occupants out of the building, signal the fire alarm, and report the fire to the principal/designee.

2. The principal/designee will immediately initiate the EVACUATE BUILDING action. Staff and students will evacuate buildings using the prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
4. The principal/designee will call “911” and will provide the exact location (e.g., building, room, area) of the fire.
5. Attempt to suppress fires and initiate rescue procedures until the local fire department arrives ONLY if the fire is small and is not spreading to other areas and/or escaping the area is possible by backing up to the nearest exit.
6. The Business Manager will secure the area to prevent unauthorized entry and keep access roads clear for emergency vehicles.
7. A School Administrator will direct the fire department to the fire and brief fire department official on the situation.
8. The Business Manager will notify the appropriate utility company of damages.
9. The principal/designee will notify Team Z of the fire.
10. Any affected areas will not be reopened until the Santa Clara, Contra Costa, or San Joaquin County Fire Department or appropriate agency provides clearance and the principal/designee issues authorization to do so.
11. For fires during non-school hours, the principal/designee and Team Z will determine if the school will open the following day.
12. All fires, regardless of their size, which are extinguished by school personnel, require a call to the Fire Department to indicate “fire is out.”

Earthquake Procedure

What to Expect During an Earthquake

The first indication of a damaging earthquake may be a gentle shaking, the swaying of hanging objects or the sound of objects wobbling on shelves. You may be jarred by a violent jolt. You may hear a low, loud, rumbling noise and then feel shaking, making it very difficult to move from one place to another. The following may occur:

- Freestanding bookshelves may topple
- Wall-mounted objects may loosen and fall
- Suspended ceiling components may fall, causing others to come down with them
- Door frames may be bent by moving walls and may jam doors shut
- Moving walls may bend window frames, causing glass to shatter, sending dangerous shards into the room
- The accompanying noise may cause considerable stress

During an actual earthquake, the signal to begin the emergency procedure is the sensation of severe quaking.

If you are NOT told to Evacuate, each teacher needs to:

Take cover under a sturdy desk or table, in a doorway, or against an inside wall until the shaking stops. Give the DROP AND COVER command.

DUCK, or **DROP** down on the floor.

Take **COVER** under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.

HOLD onto the furniture and be prepared to move with it.
Stay in this position for at least one minute or, in a real situation, until shaking stops.

After shaking stops, check for injuries, and render first aid.
If you are instructed to evacuate, each teacher needs to:

1. Get your class roster (backpack).
2. Get the evacuation map (backpack).
3. Count your students before you leave the room.
4. Be last to leave the classroom but once out of the room get to the front of the student line.
5. Ensure that your door is open upon exiting the room.
6. Bring your emergency backpack to the outdoor Assembly Area.
7. Zero noise is to be adhered as the class walks to and waits

Staff Responsibilities

The staff responsibilities during an earthquake are slightly different from the responsibilities during a fire drill. Please read the following carefully:

Principal or designee	Initiates fire/evacuation drill. Evacuates students. Evaluates overall campus condition and takes precautionary action. Determines if conditions warrant forming a search and rescue team to find missing students. Determines when it is safe to return to class. Follow fire / evacuation written procedures at appropriate times.

Business Manager	Calls 911. Follow fire / evacuation drill procedures at appropriate times.
Custodian	Evaluates overall campus condition and takes precautionary action. Take necessary emergency precautions with gas, electricity, etc. Reports to principal when the preceding actions are complete.
Teachers	Initiate ***drop and cover*** procedures. Follow fire/evacuation drill procedures at appropriate times.
Students	Respond to the earthquake drill in a quick, calm and orderly manner. Listen and respond quickly to all instructions from staff.
Other Personnel	Drop and cover procedures. Follow fire/evacuation plan at appropriate time. Support teachers, assist students

Re-entry into Classrooms

The principal/designee will consider the severity of the emergency. If deemed safe, students will re- enter the campus. In **drill** situations, the announcement: "**All Clear**" will be announced on the PA System/Two-way radio .

Procedures of Injured Parties

In the event that the emergency situation warrants a lockdown of the campus, injured parties should be taken to the cafeteria or designated triage area.

Release of Staff

Once the student body is as safe and secure as possible, teachers will remain with their students until the principal or designee releases staff to attend to personal situations, families and home. ***Building evacuation following an earthquake is vital due to secondary hazards (explosions, fire, etc.)***

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

****The principal/designee is the only person who may check out a child in the case of any emergency.****

Bomb Threat

General Information

Every person answering the telephone must understand the importance of a calm and reasonable action when a bomb threat is received. Information obtained by that person might be of great importance! Please see Appendix J for the Telephone Bomb Threat Reporting Procedure.

Person Receiving the Threat

Attempt to keep the caller on the line. Get as much information as possible from the caller. Refer to Bomb Threat Reporting Procedure and record appropriate data.

Immediately after receiving the threat, report all information to the principal or closest designee to the office. The principal or designee will coordinate procedures and make reports to the proper authorities.

Staff Responsibilities

Principal

- Assumes command of the crisis until replaced by the fire department/Sheriff's Department**.**
- Uses the bell system to signal (short bells in series) and the all-call system to announce,

"Your attention please. Your attention please. Evacuate the building – Evacuate the building."

- With the Business Manager or custodian, makes a search of the entire campus.
- Upon consultation with law enforcement/fire department (usually after inspection by law enforcement) declares the buildings to be unsafe.
- If school buildings are deemed unsafe, students will be transported (Directed Transportation) and parents will be notified.
- If the campus is inspected and declared safe, students will re-enter classrooms.

Principal's Designee

- Searches the office and reports any relevant information to the principal.
- Reports to the principal and assists as necessary.

Teachers

- Make a prompt visual search of the classroom and report any relevant information to the administration by phone, (missing students.)

- If a teacher receives a bomb threat refer to the bomb threat reporting checklist.
- Call the office and inform them of the threat. Office to call 911.
- If evacuation is ordered, **take students** to the designated evacuation area along with an emergency **backpack**.
- Leave the room unlocked and turn off lights as you leave.

Custodian

- Check all restrooms and perimeters around buildings, back and side gates.
- In the event the custodial staff is not on campus for any reason, the following backup plan will be followed: The **principal** and **principal's designee** will split the duties of the custodian.
- Will lock all gates

Intruder / Hostage Taking / Lockdown Procedure (Code Red)

If someone enters the school grounds or buildings with a deadly weapon:

1. Avoid confronting the student or gunman.
2. Notify the School principal, or his/her designee, or school office immediately.
3. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.

The school principal, or his/her designee, should follow these guidelines:

1. Notify law enforcement immediately.
2. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.
3. Determine the level of threat. If the level of threat is high, call for additional backup.
4. Attempt to get the weapon from the gunman or student through negotiation, or take other appropriate action with the aid of local law enforcement.
5. If the level of threat is low, call the student to the office and have law enforcement take the appropriate action.

In case there is a HOSTAGE SITUATION at the school, staff should:

1. Stay Calm / Do NOT be a Hero
2. Follow instructions of the captor.
3. Cooperate; be friendly if possible; don't argue with or antagonize captor or other hostages.
4. Inform captors of medical or other needs.
5. Be prepared to wait; elapsed time is a good sign.
6. Don't try to escape; don't try to resolve the situation by force.

7. Be observant and remember everything that is seen or heard.
8. If a rescue takes place, lie on the floor and await instructions from rescuers.
9. The school principal, or his/her designee, should be responsible for the following:
10. Immediately notify law enforcement.
11. Move other students and teachers completely away from those who are in the hostage situation.
12. Keep everyone as calm as possible.
13. Be prepared to answer questions from the family.

Lockdown Procedure

If someone enters the school grounds or buildings with a deadly weapon, the staff should follow these guidelines:

1. Avoid confronting the student or gunman.
2. Notify the school principal, or his/her designee, or school office immediately.
3. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.

The school principal, or his/her designee, should follow these guidelines:

1. Notify law enforcement immediately.
2. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.
3. Determine the level of threat. If the level of threat is high, call for additional backup.
4. Give the "Lockdown Order" to all Teachers.

Classroom Teacher Should:

1. Lock the classroom door when the "Lockdown Order" is given.
2. Barricade the door and any entrance to the classroom
3. Build a separate barricade for the students to hide behind
4. Quiet the students
5. Take roll
6. Wait for the "All Clear" order

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Armed Assault on Campus

An **Armed Assault on Campus** involves one or more individuals who attempt to take hostages or cause physical harm to students and staff. Such an incident may involve individuals who possess a

gun, a knife or other harmful device.

Procedure

1. Upon first indication of an armed assault, personnel should immediately call "911" and then notify the principal/designee.
2. The principal/designee will initiate the appropriate Immediate Response Action(s), which may include SHELTER-IN-PLACE, LOCKDOWN, EVACUATE BUILDING or OFF-SITE EVACUATION.
   For campuses located in Santa Clara County, if there is an active shooter on campus, students and staff should immediately utilize the Run, Hide, Defend protocol.
   **Run, Hide, Defend is to be used for students in 3rd grade and above. For 2nd grade and below, the appropriate response should be determined by on-scene school staff.
   ** A pre-determined meeting point should not be established
3. The principal/designee will call "911" and provide the exact location and nature of the incident. The principal/designee should designate a person to remain online with Police if safe to do so. If there is an assigned officer on campus, they shall be notified.
4. Staff should take steps to calm and control students, and if safe to do so, attempt to maintain separation between students and the perpetrator.
5. Staff should maintain order in all areas of assembly or shelter, and should await the arrival of law enforcement.
6. After the perpetrator(s) has been neutralized, the principal/designee will conduct a headcount of students and staff, and will notify law enforcement of any missing persons.
7. The school staff will work with local authorities to ensure injured students and staff receive medical attention.
8. The Business Manager will control all points of entry to the school.
9. The principal/designee will prepare a verified list of casualties, and the locations to which they were transported. The Principal/designee will work with the local Police Department to ensure the notification of parents and family members.
10. All media inquiries will be referred to the principal/designee and local Police Department.
11. The principal/designee will debrief staff and school police officers.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Drive-by Shooting

With the availability of weapons and the increase in gang activity, it is possible that a drive-by shooting could occur at or near a school site. The immediate concern is the safety of students and

staff.

If you suspect that shots may have been fired from a passing vehicle:

1. Have staff and students lie flat on the ground and keep as low as possible.
2. If safe, look at the vehicle, try to identify:
    a. License plate number
    b. Type of vehicle
    c. Occupants
    d. Weapons

Immediately after the vehicle is gone:

1. Contact School Office
2. Office Staff will call 911
3. Principal/Designee will order Secure Building
4. Assess injuries, if any.
5. Have students move safely and quickly to their classrooms.
6. Do not move those seriously injured unless imminent danger exists. If the injured are ambulatory, move them to a safe shelter.
7. Immediately notify the office of the situation and report the extent of any injuries.
8. Stay with the injured until emergency services arrive.
9. Assist the authorities with as much detail as possible.
10. Alert Team Z of the incident.
11. If the media arrives, they should be directed to the CEO.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Severe Weather

Flood

If Indoors:

- Be ready to evacuate as directed by the principal and/or the designated official
- Follow the recommended primary or secondary evacuation routes

If Outdoors:

- Climb to high ground and stay there
- Avoid walking or driving through flood water
- If car/bus/van stalls, abandon it immediately and climb to a higher ground

Tornado

- When a warning is issued by sirens or other means, seek inside shelter. Consider the following safe places:
  - Small interior rooms on the lowest floor and without windows
  - Hallways on the lowest floor away from doors and windows
  - Rooms constructed with reinforced concrete, brick or no windows
  - Stay away from outside walls & windows
  - Use arms & protect head & neck
  - Remain sheltered until the tornado threat is announced to be over

Extended Power Loss

In the event of extended power loss to a facility certain precautionary measures should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and affecting sensitive equipment
- Facilities with freezing temperatures should turn off and drain the following lines in the event of a long term power loss:
  - Fire sprinkler system
  - Standpipes
  - Potable water lines
    - Toilets
- Equipment that contain fluids that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids or provided with auxiliary heat sources

Upon Restoration of Heat & Power:

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensation from forming on circuitry
- Fire and potable water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on

Poisoning, Chemical Spills, Hazardous Materials Safety

Poisoning

If a student ingested a poisonous substance:

- Call **Poison Control Center Link Line 1-800-222-1222**. Take appropriate first aid measures.
- Call parents.
- Notify principal/designee.

When a large chemical spill has occurred:

- Immediately notify the principal or his/her designee
- Contain the spill with available equipment
- Secure the area & alert other site personnel
- Do not attempt to clean the spill unless trained to do so
- Attend to injured personnel & call the medical emergency number if required
- Call a local spill cleanup company or the Fire Department to perform a large chemical spill cleanup
- Evacuate building as necessary

When a small chemical spill has occurred:

- Notify the principal or his/her designee
- If toxic fumes are present, secure the area to prevent other personnel/students from entering
- Small spills must be handled in a safe manner, while wearing the proper PPE
- Review general spill cleanup procedures

Name of Spill Cleanup Company: **County of Santa Clara – Dept. of Environmental Health (408) 918-3400, Contra Costa Health Services (408) 925-335-3200, San Joaquin County - Dept. of Environmental Health (209) 468-3439**

Hazardous Substances

Hazardous Substances include the following, but is not limited to the following:

Gasoline	Lacquer Thinner
Solvents	Paint
Motor Oil	Agricultural Spray
Diesel Fuel	Paint Thinner

Kerosene Stain

Anti-Freeze Brake Fluid

Airborne Gasses/Fumes

Always call for assistance and:

- Extinguish all ignition sources
- Shut off main emergency switch to fuel pump, if appropriate
- Move appropriate fire extinguishing equipment to area
- If possible, contain the spill to prevent further contamination

Move people/personnel away or evacuate from contaminated area

Biological / Chemical Attack

A **Biological or Chemical Release** is an incident involving the discharge of a biological or chemical substance in a solid, liquid or gaseous state. Such incidents may also include the release of radioactive materials. Common chemical threats within or adjacent to schools include the discharge of acid in a school laboratory, an overturned truck of hazardous materials in proximity of the school, or an explosion at a nearby oil refinery or other chemical plant.

The following indicators may suggest the release of a biological or chemical substance: Multiple victims suffering from watery eyes, twitching, choking or loss of coordination, or having trouble breathing. Other indicators may include the presence of distressed animals or dead birds.

This procedure deals with three possible scenarios involving the release of biochemical substances: Scenario 1 - Substance released inside a room or a building; Scenario 2 - Substance released outdoors and localized; and Scenario 3 - Substance released in the surrounding community. It is necessary to first determine which scenario applies and then implement the appropriate response procedures listed below.

Procedure

Scenario 1: Substance Released Inside a Room or Building

1. The principal/designee will initiate the EVACUATE BUILDING action. Staff will use designated routes or other alternative safe routes to an assigned Assembly Area, located upwind of the affected room or building.
2. The principal/designee will call “911” and the **California Emergency Management**

Agency, State Warning Center 1-800-852-7550 and will provide the exact location (e.g., building, room, area) and nature of emergency.

3. The principal/designee will notify Team Z of the situation.
4. The principal/designee will instruct school staff to isolate and restrict access to potentially contaminated areas.
5. The Business Manager will turn off local fans in the area of the release, close the windows and doors, and shut down the building's air handling system.
6. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated "topically" by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). The Business Manager should assess the need for medical attention.
7. The Business Manager will prepare a list of all people in the affected room or contaminated area, specifying those who may have had actual contact with the substance. The Business Manager will provide the list to the principal/designee and the emergency response personnel.
8. Any affected areas will not be reopened until the Santa Clara County/Contra Costa County/San Joaquin County HazMat or appropriate agency provides clearance and the principal/designee gives authorization to do so.

Scenario 2: Substance Released Outdoors and Localized

1. The principal/designee will immediately direct staff to remove students from the affected areas to an area upwind from the release. The principal/designee will, if necessary, initiate the EVACUATE BUILDING action.
2. The Business Manager will establish a safe perimeter around the affected area and ensure personnel do not reenter the area.
3. The principal/designee will call "911" and the California Emergency Management Agency, **State Warning Center 1-800-852-7550** and will provide the exact location and nature of the emergency.
4. The principal/designee will notify Team Z of the situation.
5. The Business Manager will turn off local fans in the area of the release, close the windows and doors and shut down the air handling systems of affected buildings.
6. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated "topically" by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). The Business Manager should assess the need for medical attention.
7. The Business Manager will prepare a list of all people in areas of contamination, especially those who may have had actual contact with the substance. The Business Manager will provide the list to the principal/designee and the emergency response personnel.

8. Any affected areas will not be reopened until the appropriate agency provides clearance and the principal/designee gives authorization to do so.

Scenario 3: Substance Released in Surrounding Community

1. If the principal/designee or local authorities determine a potentially toxic substance has been released to the atmosphere, the principal/designee will initiate SHELTER-IN-PLACE.
2. Upon receiving the SHELTER-IN-PLACE notification, the Business Manager will turn off local fans in the area; close and lock doors and windows; shut down all buildings' air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.
3. Staff and students located outdoors will be directed to proceed immediately to nearby classrooms or buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers should communicate their locations to the principal/designee, using the PA System/Two-way radio or other means without leaving the building.
4. The principal/designee will call "911", and the California Emergency Management Agency, State Warning Center 1-800-852-7550 and will provide the exact location and nature of the emergency.
5. The principal/designee will notify Team Z of the situation.
6. The principal/designee will turn on a radio or television station to monitor information concerning the incident.
7. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance, or staff is otherwise notified by the principal/designee.

Pandemic Influenza

During an influenza pandemic, social distancing measures to limit the spread of the disease will include limited public gathering, canceling public events and closing public gathering places including schools, in coordination with local and state officials.

The pandemic cycle may repeat multiple times for a period of up to two years.

Level III Prevention: Schools are open

- Normal School Activities with:
  - Prevention Communications
  - Prevention & Mitigation Activities
  - Pre Planning Activities
  - Implementation of disinfecting protocols
  - Implementation of individual control measures and screening
  - Implementation of physical distancing guidelines
  - Training staff & students on how to limit the spread of COVID-19 and Promoting Healthy Hygiene Practices

- Implementation of COVID-19 Testing and Reporting Procedures

Level II Preparedness: Schools prepare for closure

- Plan for Continuity of Operations
- Plan for Continuity of Education
- Communication Plans
- Home learning/work Preparation Activities

Level I Response: Schools close

- Warning Phase:
  - Social Distancing
  - Minimum Days
  - No Extra-Curricular Activities
- Schools Close
  - Implement Continuity Plans

Level III Recovery & Prevention: Schools reopen

- Return to a “new normal”
- Establish routines
- Begin psychological recovery activities

Radiation Threat

A radiation threat, often called a "dirty bomb," is the use of common explosives to spread radioactive materials over a targeted area.

- If you are outside, cover your nose and mouth and quickly go inside a building that has not been damaged.
- If you are INSIDE, close windows and doors; turn off air conditioners, heaters or other ventilation systems.
- Steps for self-decontamination:
  - REMOVE YOUR CLOTHES and put them in a sealed plastic bag.
  - WASH SKIN as thoroughly as possible with lukewarm water.
  - LISTEN TO RADIO/PA System/Two-way radio for other instructions.

Air Pollution/Smog

Individuals Whom it May Affect

It is recommended that protective measures be taken by sensitive persons. These are persons with chronic lung disease or asthma, the elderly, the chronically ill and exercising children and adults.

Protective Actions

- Avoid strenuous outdoor physical activity during an episode.

- Avoid exertion or excitement, which will increase breathing rate.
- Plan indoor activities for students.
- Outdoor activities should be restricted beginning at stage two or when the media announces a bad air day.
- Remain indoors until the episode ends. Keep doors and windows closed, as indoor concentrations of ozone are about one-half that of outdoor levels.
- Use the air conditioner to recirculate indoor air and keep cool. High temperatures may add stress to the pollutant effects.
- Avoid aerosols, dust, fumes, and other irritants. Reduce activities such as cooking or cleaning, which produce irritants to the nose, eyes, and lungs.
- Avoid traffic-congested areas where pollutants are being generated, if you must go outside.
- During air pollution seasons, use the cooler morning hours for outdoor activities.
- Expect severity of symptoms to increase as ozone levels increase (coughing, wheezing, shortness of breath, headaches, chest discomfort and pain, etc.).
- If we are notified, via the health department/Team Z, that it is unhealthful for students to be outside, you will be notified, via the all-call system, that recesses are canceled.
- We will follow the “rainy day” schedule for lunch

AQI Basics for Ozone and Particle Pollution

Daily AQI Color	Levels of Concern	Values of Index	Description of Air Quality
Green	Good	0 to 50	Air quality is satisfactory, and air pollution poses little or no risk.
Yellow	Moderate	51 to 100	Air quality is acceptable. However, there may be a risk for some people, particularly those who are unusually sensitive to air pollution.
Orange	Unhealthy for Sensitive Groups	101 to 150	Members of sensitive groups may experience health effects. The general public is less likely to be affected.
Red	Unhealthy	151 to 200	Some members of the general public may experience health effects; members of sensitive groups may experience more serious health effects.
Purple	Very Unhealthy	201 to 300	Health alert: The risk of health effects is increased for everyone.
Maroon	Hazardous	301 and higher	Health warning of emergency conditions: everyone is more likely to be affected.

Stage 1: Advisory/Alert

- MODIFY WORK PROGRAM to reduce activities that increase your respiration rate.
- REDUCE VEHICLE USE. Curtail work-related driving and carpool to and from work. Encourage students to bike, walk or carpool to school.

Stage 2: Warning

- IF AT HOME, REMAIN HOME. Sites will be closed until the principal or his/her designee is notified that the warning is terminated. Await instructions from your supervisor.
- IF AT WORK, REMAIN AT WORK until released by the principal or his/her designee.

Stage 3: Declared Emergency

- IF AT HOME, REMAIN HOME. Sites will be closed until the principal or his/her designee is notified that the emergency is over. Await instructions from your supervisor.
- IF AT WORK, REMAIN AT WORK until released by the principal or his/her designee.

Fallen Aircraft

This procedure addresses situations involving an **Aircraft Crash** on or in proximity to school property. If a crash results in a fuel or chemical spill on school property refer to the section on Biological or Chemical Release. If a crash results in a utility interruption, refer to the section on Loss of Power.

Procedure

1. The principal/designee will initiate appropriate Immediate Response Actions, which may include DUCK AND COVER, SHELTER-IN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION as described in the *"Immediate Response Actions"* section.
2. If the principal/designee issues the EVACUATE BUILDING action, staff and students will evacuate the buildings using prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Assembly Area Team of missing students.
4. The principal/designee will call "911" and the Police and will provide the exact location (e.g., building or area) and nature of emergency.
5. If on school property, the Business Manager will secure the crash area to prevent unauthorized access. If the crash results in a fuel or chemical spill on school property, refer to the section titled:

"Poisoning, Chemical Spills, Hazardous Materials Safety Procedures". If the crash results in a utility interruption, refer to the section on Loss of Power.

6. The principal/designee will direct the Business Manager to organize fire suppression activities until the Fire Department arrives.
7. The Business Manager will check injuries to provide appropriate first aid.
8. The principal/designee will call the office of Team Z.
9. Any affected areas will not be reopened until the Santa Clara County/Contra Costa County HazMat Compliance Division or appropriate agency provides clearance and the principal/designee issues authorization to do so.
10. If it is unsafe to remain on campus, the principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Explosion

This section addresses four possible scenarios involving an **Explosion/Risk of Explosion**: Scenario 1 - Explosion on school property; Scenario 2 – Risk of explosion on school property; Scenario 3 - Explosion or risk of explosion in a surrounding area, and Scenario 4 – Nuclear blast or explosion involving radioactive materials. *[A nuclear blast is characterized by a sequence of intense light and heat, air pressure wave, expanding fireball, and subsequent radioactive fallout.]*. It is necessary to first determine which scenario applies and then implement the appropriate response procedures. For "Bomb Threats", refer to the appropriate section.

Procedure

Scenario 1: Explosion on School Property

1. In the event of an explosion, all persons should initiate DUCK AND COVER.
2. The principal/designee will consider the possibility of another imminent explosion and take appropriate action.
3. After the explosion, the principal/designee will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, EVACUATE BUILDING or OFF-SITE EVACUATION.
4. Evacuation may be warranted in some buildings and other buildings may be used as shelter.
5. In the event of an evacuation, staff and students will use prescribed routes or other safe routes and proceed to the Assembly Area.
6. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
7. The principal/designee will call "911" and will provide the exact location (e.g., building, room, area) and nature of emergency.The Business Manager will check for injuries and provide appropriate first aid.Staff should attempt to suppress fires with extinguishers. Note: Ensure the use of proper type of extinguishers, i.e. Class A, B or C for ordinary combustibles; Class B or C for fires involving flammable liquids; or Class C only for fires involving electrical equipment.
8. The Business Manager will notify the appropriate utility company of any damages to water lines, sewers, power lines and other utilities.
9. The principal/designee will notify Team Z of the situation. The Business Manager will post guards a safe distance away from the building entrance to prevent persons entering the school buildings.
10. When it is determined safe to enter affected areas, the principal/designee will advise the Business Manager to initiate search and rescue activities.

11. The principal/designee will contact the Local Fire Department to ensure buildings are safe to reoccupy.
12. Any areas affected by the explosion will not be reopened until the appropriate agency provides clearance and the principal/designee gives authorization to do so.
13. The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions

Scenario 2: Risk of Explosion on School Property

1. The principal/designee will initiate appropriate Immediate Response Actions, which may include DUCK AND COVER, SHELTER-IN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION.
2. If the principal/designee issues EVACUATE BUILDING action, staff and students will evacuate the building using prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Assembly Area Team of missing students.
4. The principal/designee will call “911” and will provide the exact location (e.g., building, room, area) and nature of emergency.
5. Staff should attempt to suppress fires with extinguishers. Note: Ensure the use of proper type of extinguishers, i.e. Class A, B or C for ordinary combustibles; Class B or C for fires involving flammable liquids; or Class C only for fires involving electrical equipment.
6. The principal/designee will advise the Business Manager to initiate rescue operations.
7. The Business Manager will notify the appropriate utility company of any damages to water lines, sewers, power lines and other utilities.
8. The principal/designee will notify Team Z of the situation.
9. All affected areas will not be reopened until the appropriate agency provides clearance and the principal/designee issues authorization to do so.
10. In the event of an explosion on campus, refer to procedures listed under Scenario 1 above.
11. The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

Scenario 3: Explosion or Risk of Explosion in Surrounding Area

1. The principal/designee will initiate the SHELTER-IN-PLACE response action.
2. The principal/designee will notify “911” and will provide the exact location (e.g., building, area) and nature of emergency.
3. The principal/designee will take further actions as needed.
4. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance and the principal/designee issues further instructions.

Scenario 4: Nuclear Blast or Explosion Involving Radioactive Materials

1. The principal/designee will initiate the SHELTER-IN-PLACE response action.
2. When sheltering, personnel should try to establish adequate barriers or shielding (e.g. concrete walls, metal doors) between themselves and the source of the blast or explosion, and should avoid sheltering near exterior windows.
3. The principal/designee will notify "911" and provide details on the area and personnel affected at the school.
4. After the initial blast, remove students from rooms with broken windows, extinguish fires, provide first aid, and relocate students from upper floors if possible.
5. The Business Manager will turn off the school's main gas supply, local fans in the area; close and lock doors and windows; shut down all buildings' air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.
6. The principal/designee will monitor radio or television announcements and initiate further actions as appropriate.
7. At the principal/designees discretion, and only if safe to do so, designated personnel should attempt to distribute emergency supplies including food and water.
8. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance and the principal/designee issues further instructions.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Unlawful Demonstration / Walkout

An unlawful demonstration / walkout is any unauthorized assemblage on or off campus by staff or students for the purpose of protest or demonstration.

Procedure

1. Upon indication that an unlawful demonstration or walkout is about to begin, personnel should immediately notify the principal/designee.
2. The principal/designee will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE.
3. The principal/designee will notify Team Z to request assistance and will provide the exact location and nature of the emergency.
4. The Business Manager will immediately proceed to the Main Gate to control student ingress and egress. Each person entering or leaving the campus shall be required to sign his/her name, and record address, telephone number and time entered or departed. The Main Gate should not be locked, as a locked gate may create a serious hazard for students leaving or attempting to re-enter the campus.
5. If students leave the campus, the Business Manager, in consultation with the

principal/designee, will designate appropriate staff members to accompany them. These staff members will attempt to guide and control the actions of students while off site.

6. Students not participating in the demonstration or walkout should be kept within their classrooms until further notice by the principal/designee. Teachers will close and lock classroom doors. Students and staff should be protected from flying glass in the event windows are broken, by closing drapes and venetian blinds in rooms so equipped.
7. The principal/designee should keep an accurate record of events, conversations and actions.
8. All media inquiries will be referred to the principal/designee.
9. The principal/designee should proceed in good judgment on the basis of police or other legal advice, in taking action to control and resolve the situation.
10. The principal/designee will notify parents of the incident, as appropriate.

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STAY CALM.

Emergency Drills

The school is proactive when it comes to the safety of staff and students. The school will conduct fire drills, earthquake drills, and Lock Down/Code Red drills (intruder on campus) on a regular basis.

Earthquake Drill Procedure

Earthquakes strike without warning and the major shock is usually followed by numerous aftershocks, which may last for weeks or months. An earthquake's effect on buildings will vary from building to building.

The major threat of injury during an earthquake is from falling objects and debris and many injuries are sustained while entering or leaving buildings. Therefore, it is important to remain inside the building and quickly move away from windows, glass, partitions, and shelves. In the case of an earthquake, the following procedures should be followed:

Drop procedure – As used in this article, "drop procedure" means an activity whereby each student and staff member takes cover under a table or desk, dropping to his or her knees, with the head protected by the arms, and the back to the windows. A drop procedure practice shall be held at least once each school quarter in elementary schools and at least once a semester in secondary schools.

1. **In the event of an earthquake alarm, if you are NOT told to Evacuate, each student, teacher and other employee needs to begin the Drop Procedure of DUCK, COVER and HOLD.**

1. Take cover under a sturdy desk or table, in a doorway, or against an inside wall until the shaking stops. Give the DROP AND COVER command.
    - DUCK, or DROP down on the floor.
    - Take COVER under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.
    - HOLD onto the furniture and be prepared to move with it.
    - Stay in this position for at least one minute or, in a real situation, until shaking stops.
2. After shaking stops, check for injuries, and render first aid.

2. Evacuation

An Evacuation should NEVER be automatic. Evacuations shall occur when directed over the walkie- talkies by the principal/designee.

If you are instructed TO evacuate, each teacher needs to:

1. Get your class roster (clipboard).
2. Get the evacuation map (clipboard).
3. Count your students before you leave the room.
4. Ensure that your door is open upon exiting the room.
5. Bring your emergency backpack to the outdoor Assembly Area.
6. Zero noise is to be adhered as the class walks to and waits at the Assembly Area.
7. Take roll at the Assembly Area.
8. Listen for direction from the principal/designee.

When evacuations are included as part of the drill, appropriate non hazardous alternate routes, avoiding building overhangs, electrical wires, large trees, covered walkways, etc, shall be utilized by staff and students in order to reach the designated evacuation areas.

Teachers take roll once in the evacuation area. Any missing students are immediately reported to the principal/designee.

3. All Clear:

Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more.

- Missing students are reported to the attendance office.

There may be more danger outside the building than there is inside. If administrative directions are not forthcoming, the teacher will be responsible for assessing the situation and determining if an evacuation is required.

Predetermined evacuation areas should be in open areas, without overhead hazards and removed from potential danger spots (covered walkways, large gas mains, chain linked fences [electric shock potential]).

Make it clear that a post-earthquake route differs from a fire evacuation route, and that appropriate non-hazardous alternate routes may be needed.

Fire Drill Procedure

Principals shall hold fire drills at least once a month in all elementary schools. The principal or designee shall keep a copy of each drill conducted on the Safety Drill Schedule.

1) Evacuation:

Whenever the alarm is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building.

Designated evacuation routes shall be posted in each room. Teachers shall be prepared to select alternate exits and direct their classes to these exits in the event the designated evacuation route is blocked.

Evacuation areas will be established away from fire lanes.

Students are to remain with their teacher in the evacuation area. Teachers shall take their roll books, take roll once in the evacuation area and be prepared to identify missing students to administrators and/or fire marshals/designees.

Standards for a Successful Fire Drill:

1. The Fire Alarm can be heard by all staff and students.
2. Orderly evacuation begins immediately and is completed within 5 minutes of the initial alarm, with minimal congestion at exit gates.
3. Teachers and students are staged in an orderly fashion away from fire lanes.
4. Teachers have taken roll once in the evacuation area. Any missing students are immediately reported to the principal/designee.

Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more. Missing students are reported to the attendance office.

Shelter-in-Place

A Shelter-In-Place indicates that an emergency that requires students and staff to remain inside has occurred.

Signal: The signal for the "Shelter-In-Place" drill is the following PA/two-way radio announcement.

"YOUR ATTENTION PLEASE. BECAUSE WE HAVE RECEIVED INFORMATION REGARDING A HAZARD IN THE COMMUNITY, WE ARE INSTITUTING SHELTER-IN-PLACE PROCEDURES. REMEMBER, THIS MEANS STUDENTS AND STAFF ARE TO REMAIN INSIDE THE BUILDING AWAY FROM OUTSIDE AIR WITH WINDOWS AND DOORS SECURELY CLOSED AND AIR CONDITIONING UNITS TURNED OFF. ALL STUDENTS AND STAFF THAT ARE OUTSIDE ARE TO IMMEDIATELY MOVE TO THE PROTECTION OF AN INSIDE ROOM. AS SOON AS WE HAVE FURTHER INFORMATION, WE WILL SHARE IT WITH YOU."

Procedure:

1. When the announcement has been given, all classes will remain in their rooms.
2. Physical education classes will proceed into the gym.
3. Students should be arranged in the shelter area so as to enable them to assume a "**Duck and Cover**" position on command given by the teacher in charge.
4. Move students to the most protected areas in the room.
5. Have students face away from windows and keep their backs toward windows.
6. Close all doors and windows. If possible, cover windows by lowering blinds, closing slots, drawing curtains, or pulling shades.
7. Turn off gas, lights, power equipment, and appliances. All personnel must remain in the shelter area until further instructions are received from official sources.

This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lockdown, students are to remain in the classrooms or designated locations at all time.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

> "YOUR ATTENTION PLEASE. WE HAVE AN EMERGENCY SITUATION AND NEED TO IMPLEMENT LOCKDOWN PROCEDURES. TEACHERS ARE TO LOCK CLASSROOM DOORS AND KEEP ALL STUDENTS INSIDE THE CLASSROOM UNTIL FURTHER NOTICE. DO NOT OPEN THE DOOR UNTIL NOTIFIED BY AN ADMINISTRATOR OR LAW ENFORCEMENT. IF OUTSIDE, STUDENTS AND STAFF ARE TO PROCEED INSIDE THE NEAREST BUILDING OR CLASSROOM."

2. If inside, teachers will instruct students to lie on the floor, lock the doors, and close any shades or blinds if it appears safe to do so.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium).
4. Teachers and students will remain in the classroom or secured area until further instructions are given by the principal or law enforcement.
5. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel, have to be allowed on campus.

Staff Responsibilities during a Lockdown

Principal/designee	Announces Lockdown procedure on the PA System/Two-way radio . Ensures doors are locked in all buildings.
Business Manager	Calls 911. Locks the office door. Keep phone lines open.
Custodian	Locks all gates to campus.
Teachers	Lock the classroom door and remain with students. Take roll, list all students missing from class and identify their locations (RSP, Speech, absent, etc.). Notify the office, by phone **ONLY** if they have "lost" children on campus i.e. went to the bathroom, were en-route to the office **OR** if they have a "loose"child from another class.

Students	Respond to campus security drills in a quick and orderly manner. Listen and respond quickly to all instructions from staff. Students at recess, report to the cafeteria. Stay in your seats and remain quiet. Stay away from windows.

No one leaves the classroom!

The end of the Lockdown will be announced over the PA System/Two-way radio. **DO NOT use cell phones to contact the office or outside community.** **Teachers and staff should not initiate contact with parents.**

Interactions with the Media

The Chief Executive Officer (CEO) shall be the first point of contact for all media inquiries. If a staff member, other than the CEO, receives a request from the media, the staff member shall refer the media to the CEO.

Any staff members wishing to initiate a story with the media shall consult with the CEO prior to contacting the media.

Appendices

A. Monthly School Site Safety Checklist

On a monthly basis, the principal/designee will complete the following Monthly School Site Safety Checklist, with the assistance of a Voices staff member onsite. **This Checklist is to be completed to ensure that personnel at each school site are complying with the Voices (& State/Federal) School Site Safety policies & procedures.** The principal, Business Manager and Dean of Culture or Parent Liaison have critical roles to play in ensuring compliance with the Voices School Site Safety procedures and policies.

Safety Administrative Review	
School Name:	**Date:**
Follow-up Review (Noted in RED)	**Date:**

Exterior Areas:

- ⬜ Are exterior premises equipped with appropriate signage that provides warnings, facility use restrictions, and other relevant information?
- ⬜ Are parking areas paved, striped, and signed as appropriate, and free of vehicles parked in unauthorized locations?
- ⬜ Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?
- ⬜ Is turf in good condition; is landscape well-groomed and free of overhang, concealment, or other potential hazards?
- ⬜ Does the site drainage system appear to effectively remove irrigation and storm water runoff and prevent standing water or unacceptable erosion?
- ⬜ Is fencing provided, and are fences and gates of an appropriate type and condition?

Findings:	
Correction	

Building Conditions:

- ⬜ Do interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?

- ⬜ Does building structures and finish materials appear to be in good condition and free of visible deterioration?
- ⬜ Is the building free of substandard or improvised construction?
- ⬜ Do doors, windows, and glass appear to be of an appropriate type and condition?
- ⬜ Was the building free of apparent leaks or other obvious water intrusion?
- ⬜ Do walls and ceilings appear to be of an appropriate type and condition?
- ⬜ Are floors and floor coverings of an appropriate type and condition?
- ⬜ Are stairs and ramps in good condition and equipped with handrails where required?
- ⬜ Are movable walls and partitions in good condition, properly inspected, and maintained?
- ⬜ Is there a written plan detailing what to do in the event of a leak and liquid damage?

Findings:	
Correction	
Action taken	

Doors, Exits, and Means of Egress:

- ⬜ Are exits and exit paths unobstructed and regularly inspected, and are doors free of inappropriate locks?
- ⬜ Are “EXIT” and “NOT AN EXIT” signs installed?
- ⬜ Is emergency lighting provided as required, and is it properly maintained?
- ⬜ Is the site's emergency evacuation map posted near all classroom and/or office doors?
- ⬜ Are doors and curtains inspected, functional, and properly maintained

Findings:	
Correction	
Action Taken	

Assembly Areas:

- ⬜ Is the occupancy limit conspicuously posted and strictly observed in each assembly area?
- ⬜ Are seating systems in good condition and equipped with guardrails where required?
- ⬜ Are stages free of idle storage or inappropriate use, and is the edge of the stage readily visible to prevent fall incidents?

Findings:	
Correction	
Action Taken	

Emergency Action Equipment & Systems:

- ⬜ Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?
- ⬜ Are fire sprinkler systems in good condition and properly certified and inspected; are sprinkler heads and valves/risers unobstructed and properly identified; and are fire department pumper connections equipped with protective caps?
- ⬜ Are alarm systems installed and tested on a regular basis, and are pull stations and alarm panels unobstructed?
- ⬜ Are employees familiar with the location and operation of alarm and fire protection systems, and are employees familiar with their duties and responsibilities in an emergency?
- ⬜ Is emergency communication and broadcast equipment available, such as public announcement systems and radios?
- ⬜ Is someone immediately available at all times (24 hours,7 days) with authorization to call and bring in professional cleanup and restoration companies?
- ⬜ Is the supply of spill response and pipe repair materials complete, readily accessible and checked at least quarterly?
- ⬜ Are pipe diagrams or prints up-to-date and showing the location of valves for all liquid-carrying systems? Isometric drawings are very beneficial.
- ⬜ Are valves placarded or tagged for easy identification?
- ⬜ Are shutoff valves “exercised” (closed, reopened and lubricated as needed) at least annually to verify they can be quickly closed during an emergency?

Findings:	
Correction	

Mechanical and Utility Systems:

- ⬜ Are electrical panels and utility shut off switches and valves unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?
- ⬜ Are electrical wiring systems in good condition; is live wiring properly capped and concealed; and is wiring free of damage or improper usage?
- ⬜ Are electrical power cords and extension cords properly placed and free from damage or inappropriate use?
- ⬜ Chemicals and Chemical Storage
- ⬜ Are hazardous chemicals properly stored?
- ⬜ Are all containers holding hazardous materials properly labeled with the chemical name and an appropriate hazard warning?
- ⬜ Are all chemicals reviewed prior to use, and do employees refrain from bringing in household chemicals?

⬜ Are employees familiar with the location and use of Safety Code Sheets?

Findings:	
Correction	

Housekeeping and Storage Practices:

⬜ Are storage areas uncluttered with adequate aisles maintained, and is overhead storage secured with sufficient clearance to the ceiling or sprinkler heads?
⬜ Are mechanical and electrical utility rooms free of inappropriate storage?
⬜ Are shelving units anchored to the wall or floor to prevent falling?
⬜ Are heavier items stored within the optimum lifting zone to prevent topheavy arrangements or lifting injuries, and are bulky items stored on lower shelves or on the floor?
⬜ Are landings and stairs free of storage?
⬜ Are the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?
⬜ Are important records and other sensitive items secured and stored above the floor or ground level to prevent water damage?
⬜ Does the staff have immediate access to a spill response cart/supplies and emergency pipe repair supplies?
⬜ Are housekeeping personnel instructed to immediately notify maintenance when any types of dripping, leakage or clogged drains are found

Findings:	
Correction:	
Action Taken	

Disabled Access:

⬜ Are an appropriate number of parking spaces designated for disabled persons, and are they properly designed, constructed, and signed?
⬜ Are accessible routes to the building provided, and are at least half of the entrances accessible to disabled persons?
⬜ Is signage provided at entrances, facilities, or other non-accessible services to direct disabled persons to entrances, facilities, or services that are accessible?
⬜ Are doorways designed to facilitate the passage of wheelchairs?
⬜ Are access ramps properly designed, constructed, and equipped with guardrails and non-slip surfacing?
⬜ Are an appropriate number of restrooms designed to accommodate persons with disabilities?
⬜ Are stages and other multi-leveled areas accessible to persons in wheelchairs?
⬜ Are other fixtures and services accessible to persons with disabilities?

Findings:	
Correction	

General Conditions – Other:

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

Findings:	
Correction	

Classroom and Office Section:

- ⬜ Are classroom decorations displayed in a safe and acceptable manner?
- ⬜ Is furniture installed and oriented in a safe and secure manner and free of apparent hazards?
- ⬜ Are tall bookshelves and cabinets secured to the wall or floor to prevent them from tipping over?
- ⬜ Are electrical power cords and extension cords properly placed and free of inappropriate use or other apparent hazards?
- ⬜ If applicable, are toys and playthings in good condition and regularly sanitized?
- ⬜ Are classrooms and offices otherwise free of apparent hazards or concerns?

Office:

- Are the names and phone numbers for professional cleanup and restoration companies readily available?
- Is someone available on all shifts trained to respond immediately to any leak?

Cafeteria:

Boys Restroom:

Girls Restroom:

Staff Restroom:

Classrooms:

1. **Observation #1:**
2. **Observation #2:**

Findings will need to be corrected no later than _____.
I have scheduled your next follow-up review on _____.

_____ _____

BM Signature Date

_____ _____

Administrator Signature Date

Maintenance and Repair Log



Maintenance and Repair Log

Date/Time	Reason for Action (Regular Maintenance or Discovery of Problem)	If problem, Description of Action Required	Location/Item to be Repaird	Explain what was done	Referred to (Name of company, if any)	Verified by:

Unsafe or Hazardous Conditions Log

Unsafe or Hazardous Conditions Log

Date/Time	Unsafe or Hazardous Condition	Description of Action Required	Location of Unsafe or Hazardous Condition	Explain what was done	Referred to (Name of company/person, if any)	Verified by:

B. Classroom Safety Checklist

School Year Kick Off Room Checklist
Voices College-Bound Language Academy

Teacher Name: Room number:

Item	Check	Comment	Re-Check
Red/black backpack near front door (contains green, red card and roster)			Y N Partial
Code Red, Blue and 9 Instructions and Evacuation Map posted near front door	Y N Partial		Y N Partial
Sub Folder easily visible and complete ❏ 3-days worth of lessons ❏ Seating charts ❏ Emergency procedures ❏ Phone numbers ❏ Special Student needs ❏ Schedule ❏ Roster ❏ School-wide character tools	Y N Partial		Y N Partial
Room clean and organized	Y N Partial		Y N Partial
"Joy Factor" apparent in room environment	Y N Partial		Y N Partial
Snack Container	Y N Partial		Y N Partial
Data walls up ❏ Reading Levels English ❏ Reading Levels Spanish ❏ Sight Words and/or Fluency ❏ Math or ELA Assessments	Y N Partial		Y N Partial

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

WALK THROUGHS

1) Date _____ Principal Signature _____

2) Date _____ Principal Signature _____

3) Date _____ Principal Signature _____

C. Student Accident Report

Please fill out an accident report for any injuries beyond first-aid, if professional medical care is recommended or provided (e.i. If you believe there will be medical bills associated with the jury). Student head and eye injuries should always be reported.

Student Accident Reports should be reported on-line: http://www.chartersafe.net/.
Please keep a copy in your file.

Student Information

1. First Name of Injured Student: _____
2. Last Name of Injured Student: _____
3. Student date of birth: _____
4. Student gender: _____
6. Student grade: _____
7. Charter School Name: _____
8. Charter School Address, City/State/Zip: _____
9. School Contact Name: _____
10. Contact Title/Phone Number/Email: _____

Incident Details

1. Describe the incident in details: _____
2. Date of accident/incident: _____
3. Incident Time (Please include AM/PM: _____
4. If incident did not occur at the site address listed above, please indicate the street address of the incident: _____
5. Incident City, State, Zip: _____

6. Specific body part(s) injured: _____

7. Type of Injury or illness: Bum, cut, Fracture, Other, Scrape, Sprain/Strain

8. If other type of injury, please indicate: _____

9. Was on-site nurse contacted?: Yes or No Date and Time if Nurse contacted: _____

10. Was treated refused?: Yes or No What type of medical treatment was given?_____

11. Did paramedics transport student? Yes or No Paramedic transport date/time: _____

12. Was parent/guardian contacted? Yes or No Contacted date/time: _____

Parent/Guardian Information

1. Parent/Guardian Name: _____

2. Parent/Guardian Address/City/State/Zip: _____

3. Parent/Guardian Phone: _____

4. Parent/Guardian Email: _____

5. Was parent/guardian provided a Gallagher Koster Student Accident Claim Form? Yes or No
If no, why not? _____

Witness Information

1. Witness Name: _____

2. Witness Address/City/State/Zip: _____

3. Witness Phone: _____

4. Witness Type: Administrator, Aid, Coach, Guest, Other Staff, Student, Teacher, Volunteer

5. Name of person to whom the accident or incident was reported: _____

6. Date the accident was reported to this person: _____

7. If the accident was not reported immediately, why not? _____

Prevention Information

1. If athletic or playground injury, what type of surface was the student on when the injury occurred? _____

2. What steps have been taken or recommended to prevent a recurrence? _____

3. Any additional information or notes: _____

D.Employee Incident Report

School Information:

Charter School: _____ Location/Site: _____

Supervisor's name: _____ Title: _____

Address where incident occurred: _____

Employee Information:

Name of injured employee: _____Sex:_____M/F Occupation: _____

Date of hire: _____ Date of birth: _____ SSN: _____

Marital Status: _____ Dependents? Yes/No If yes, how many? _____ Ages? ____

Employee address: _____

Gross wages/salary: $_____per _____(hour/week/month/year) Pay schedule:
___12mth___11mth___10mth

Employment Status: ___Full Time___PartTime___Temporary/Subsitute____Contracted___Seasonal

Employee usually works: ____hours per day____days per week____total weekly hours

Incident Information:

Date of Injury or illness: _____Time: _____ AM/PM_____Time employee began work:_____AM/PM

Was employee unable to work at least one full day after date of injury? Yes/No If yes, date last worked: _____

Has employee returned to work? _____ Yes date returned: _____ No, still off work _____

Paid full day's wages for date of injury or last day worked? Yes/No Salary being continued: Yes/No

Name of person to whom the injury or illness was reported: _____

Date of your knowledge of injury or illness: _____ Was employee provided a claim form (DWC-1) Yes/No

If yes, date of employee was provided claim form (DWC-1):_____ If not, why not? _____

If the accident was not reported immediately, why not? _____

What was employee doing at the time of injury or exposure?

_____

_____

_____

Person, object or substance that directly injured employee: _____

Please check one: ____ I know the injury occurred on duty. ____ I have no specific knowledge that the injury occurred on duty.

Medical Information:

Was the on-site nurse contacted? Yes/No If yes, date and time: _____

Was medical treatment recommended? Yes/No If no, was treatment refused? Yes/No

What type of medical treatment was given? First-Aid __Clinic__Emergency Room__Paramedics__Hospitlaization

Did paramedics transport an employee? Yes/No If no, why not? _____

Medical Facility Name: _____ Physician Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ ext.: _____

Did you refer the employee to an industrial medical provider who specializes in WC and return to work issues? Yes/No

If not, why not? _____

Kaiser Medical Record #: _____

Body part injured (check all that apply and indicate left and/or right):

__Head __Face __Eye __Neck __Upper back __Lower back __Arm __Wrist __Finger __Upper leg __Lower leg __Knee __Ankle __Foot __Toe __Other

Nature of injury or illness:

__Scarpe __Cut __Puncture __Bruise __Burn __Sprain/strain __Foreign body __Poisoning __Fracture __Skin problem __Chemical-related __Heat-related __Non-industrial/cold/virus related __Loss of consciousness __REspiratory problem __Other

Check any of the following possible causes that may apply:

__Haste/unsafe speed __Unsafe use of equipment __Disregard of instructions/procedure __Failure to use protective gear __Defective equipment __Alcohol/drug use __Horseplay __Inattention __Carelessness __Assault __Unsafe lifting/position __Running/jumping __Environtmental condition __Acto of other __Physical disability
__Other (please explain): _____

Witness Information:

Name: _____ Relation to Employee: _____

Home Address: _____

Home Phone: _____ Cell phone: _____ Email: _____

What steps have been taken or recommended to prevent a recurrence?

_____

_____

E. Self Harm/Suicide Risk Assessment Form

Voices College Bound Language Academy
Self Harm/ Suicide Risk Assessment Form

Confidential

Referral Date:	Time Event Occurred:	
1. Student's Name:	Age:	Gender:
2.Parent/Guardian:	Phone Number:	
3.School:	Grade:	
4.Person Completing SSRA:	Title:	Signature:

5. Student Referred by:
Self_____ Parent_____ Teacher_____ Counselor_____
Other_____

6. Reasons For Referral (check all that apply):

___Self harm
___Self cutting
___Burning
___Pinching

___ Suicidal Ideation
___ Direct Threat (ex. " I am going to kill/hurt myself")
___ Indirect threat (ex. "I feel like dying"
___ to self ___others
___ Accesses concerning content online

Observed any of the Following:

____Sudden Change in Behavior
____Previous Attempt(s)
____Giving Away Possessions
____Mood Swings
____Self-Injurious Behavior
____Accessing Concerning Content
____Signs of Depression
____Truancy/Running Away
____Frequent Complaints of Illness
____Alcohol or Drug Use
____Other:

7. Please explain what happened:

_____

_____

_____

_____

_____

_____

8. Confirm Receipt by a Crisis Team Member:

Name and Title of Crisis Team Member:	Signature:	Time received:

For Crisis Team Use Only:

9. Previous Referral?:_____ Date(s):_____
10. Student Interview: The student told me the following:(Check all that apply.)

♦Student said that he/she had been thinking about self-harm/ suicide, the last time he/she thought about self-harm/ suicide was_____BUT IS NOT CLEAR WITH THE THOUGHT.

♦Student said that he/she had A PLAN BUT WILL NOT DIVULGE:_____
_____
_____
_____
_____

♦Student indicated that he/she had previously attempted suicide/ self-harm on_____by means of:_____
_____
_____

♦Other Important Information:_____
_____

_____
_____
_____

This is a recommendation for further psychological evaluation for self-harm/ suicide based on the following:
___Self-Harm/ Suicide Interview
___Other:_____
_____

11. Risk Level: **___Low ____Medium ____High** *(FOR HIGH Risk: CALL ONE OF FOLLOWING: 1. Uplift-(formally EMQ,Uplift Mobile Crisis Team (408)379-9085 2.Alum Rock Crisis Alum Rock Crisis Unit (408) 294-05793. Or 911 for imminent danger or if other crisis teams can't respond - request an officer trained in mental health support if available*

Person conducting interview:_____

Date:_____ Time:_____ Signature:_____

Intervention/ Action Taken:

_____Parent/Guardian Contact:
Date/Time: _____ Outcome:_____

_____Parent Signed Self Harm Notification: Parent/Guardian Notification (attach copy): Self Harm Notification
Response:_____ Date/ Time:

_____Resources Provided to Parent/Guardian:
INCLUDING: _____ Date/ Time:_____

_____Outside Referral Made:
To: _____ Date/ Time:_____

_____Uplift Crisis Team Unit Called:
Time:_____Outcome:_____
___

Child Abuse Report Made (endangerment):

NAME OF INTAKE WORKER: _____

Referred to Police:
NAME OF OFFICER _____

_____Hospitalization

_____School Based Counseling:
Date Referred:_____ Parent signed permission slip(Date):_____

_____Program Modification
INCLUDING: _____

_____Student Safety plan created (attach copy):_____

Other (Please explain):_____

_____

Make 2 Copies for School Principal & Counselor and Place Original Form In Orange Confidential Crisis Team File — DO NOT Place in CUM FILE

F. Medication Doctor & Parent Authorization Form

Voices College-Bound Language Academy
Medication Doctor & Parent Authorization (California Education Code 49423)

Student Name:_____Grade:_____ Teacher:_____

Height:_____ Weight:_____ DOB: _____ Age:_____

List any known drug allergies/reactions:_____

DOCTOR'S AUTHORIZATION

Name of Medication:_____ Diagnosis:_____

Dosage:_____ Route:_____

Frequency/Time(s) to be given:

Begin Medication:_____Stop Medication:_____
_____ Date Date

Special Instructions:

Does medication require refrigeration? Yes No
Is the medication a controlled substance? Yes No
If asthma inhaler or emergency medication, do you recommend this medication be kept "on person" by the student? Yes No

Potential Side Effects / Adverse Reactions:_____

Treatment Order in the event of an adverse reaction: (Attach additional sheet if necessary)

_____

_____

_____

Physician Signature ***Date*** ***Phone & Fax Contact Information***

Parent Authorization

I authorize Voices College-Bound Language Academy personnel the task of assisting my child in taking the above medication. I understand that additional parent/doctor statements will be necessary if the dosage of medication is changed. I also authorize Voices College-Bound Language Academy personnel to talk with the physician or pharmacist should a question come up about the medication.

Medication must be registered with the principal or his/her designee. It must be in the original container and be properly labeled with the student's name, Doctor's name, date of prescription, name of medication, dosage, strength, time interval, route of administration and the date of the drug's expiration when appropriate.

_____ _____ _____

Signature of Parent/Guardian ***Date*** ***Phone (cell, home, work)***

AUTHORIZATION FOR SELF-ADMINISTRATION OF MEDICATION

Is student authorized to self-administer this medication/these medications while at school?

If yes, please complete the following:

Student: I certify that I have read and understand the instructions regarding the self-administration of my medication(s). I agree to take these above medications according to my health care provider's recommendation.

Student Signature: _____Date: _____

Parent/Guardian: _____ (student) has been instructed in the proper dosage and administration of the following medication(s):_____. I request that she/he be permitted to carry this medication on her/his person and self-administer it as directed by her/his health care provider and in accordance with school policy and procedures.

Parent/Guardian Signature: _____Date: _____

G. Severe Allergy Medical Management Plan Signature Page

Recommendation of the Severe Allergy Medical Management Plan

I, the undersigned, recommend the Severe Allergy Medical Management Plan as indicated.

_____ _____

Physician Signature Print Physician Name

_____ _____ _____

Address Phone Date

I, the undersigned, have received, have read, understand, and agree to the school's implementation of the Severe Allergy Medical Management Plan:

_____ _____

Parent Signature Date

H. Emergency Phone Numbers

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

SJPD Liaison: Officer Matias Cervantes, Badge #3688, (408)823-5668, email; 3688@SANJOSECA.GOV
Richmond Police Department (510) 724-8950
Stockton Police Department: (209) 937-5486
Morgan Hill Police Department: (408) 779-2101

I. School Crisis Emergency Backpack Checklist

Determine specific needs and ensure that all the contents are in the appropriate backpack and are current.

Last updated:

By (print name):

Signature: _____

- Map or diagram of campus with evacuation sites marked
- Staff emergency vest(s) of appropriate color (if required)
- Student/staff emergency cards/roster
- Student/staff attendance for current day
- Student/staff sign out sheet (not official)
- Appropriate facility keys
- Latex gloves in zip lock bag
- Flashlight with batteries bagged separately
- Whistle
- Two pens
- Large marker
- Small notebook and/or legal pad
- Scissors and/or utility tool
- Post it notes
- Assorted Band-Aids
- Lifesavers or other hard candy
- Class activity or game (if appropriate)

J. Telephone Bomb Threat Reporting Procedure

Instructions:

- Be Calm & Courteous
- Listen & do not interrupt the caller
- Keep caller talking (pretend difficulty hearing)

Your Name: _____ Time: _____ Date: _____

Document the following:

Caller's Identity:

Male/Female Adult Juvenile Approximate Age:_____

Voice Characteristics:

Loud High Pitch Soft Deep Raspy Pleasant Intoxicate Other: _____

Acent:

English Spanish Other: _____

Speech:

Fast Stutter Slurred Slow Distorted Nasal Other: _____

Language:

Excellent Fair Foul Poor Other: _____

Background Noises:

Factory Machinery Trains Music Street Animals Voices Party Airplanes Quiet

Ask the following questions to Bomb Threat Person (if possible):

- What time will bomb go off:
- Where is it located:
- What kind of bomb is it:
- What kind of package is it in:

[redacted]

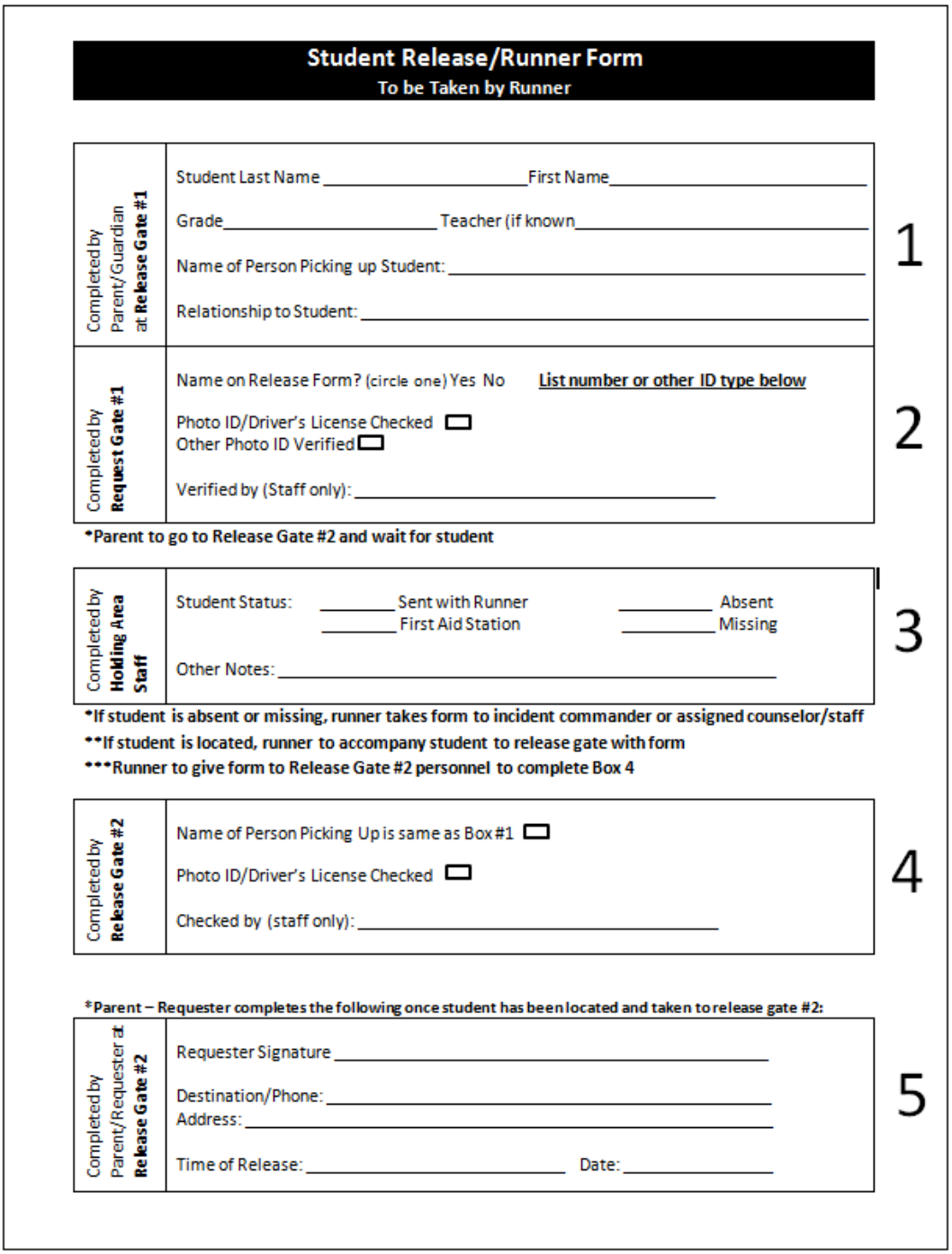
[redacted]

[redacted]

- What is your name & address: [redacted]

Call the Police / Notify your supervisor immediately

K. Student Release/Runner Form



Student Release/Runner Form
To be Taken by Runner

Completed by Parent/Guardian at **Release Gate #1**	Student Last Name _____ First Name _____ Grade _____ Teacher (if known _____ Name of Person Picking up Student: _____ Relationship to Student: _____	1
Completed by **Request Gate #1**	Name on Release Form? (circle one) Yes No **List number or other ID type below** Photo ID/Driver's License Checked ☐ Other Photo ID Verified ☐ Verified by (Staff only): _____	2

***Parent to go to Release Gate #2 and wait for student**

Completed by **Holding Area Staff**	Student Status: _____ Sent with Runner _____ Absent _____ First Aid Station _____ Missing Other Notes: _____	3

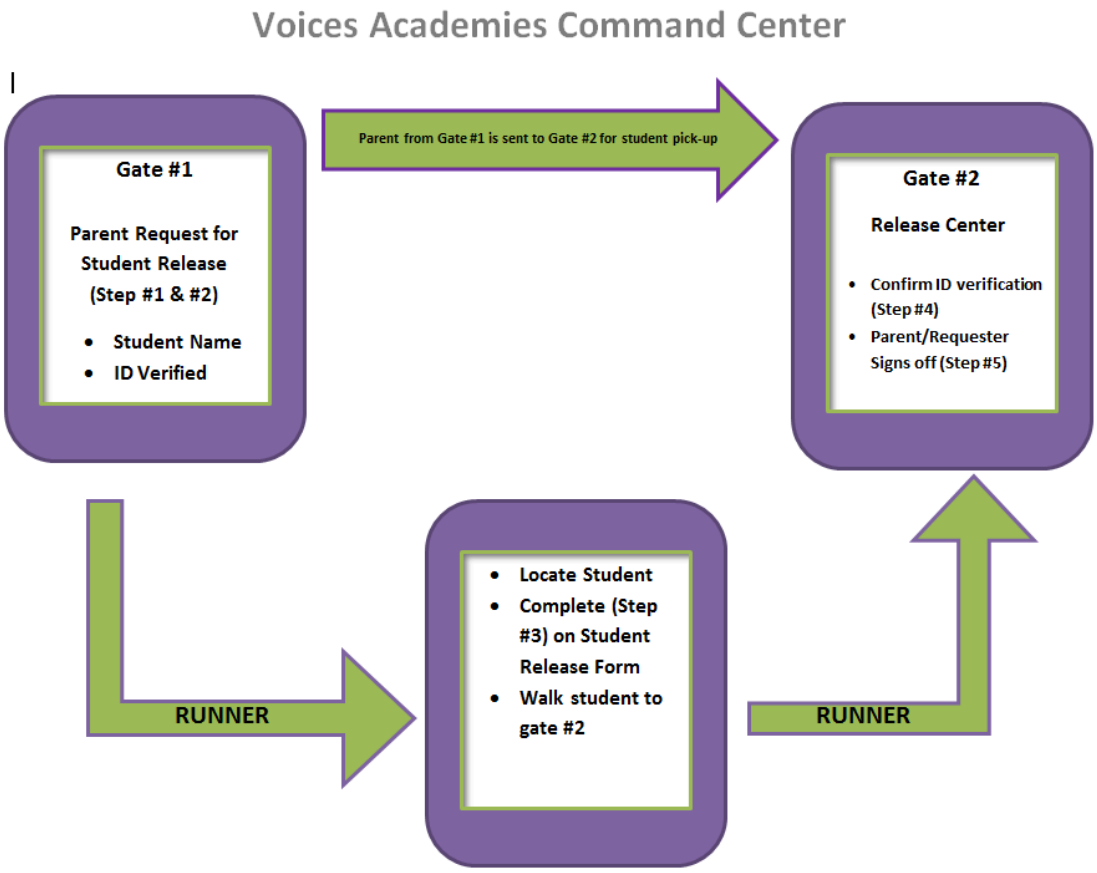
***If student is absent or missing, runner takes form to incident commander or assigned counselor/staff**
****If student is located, runner to accompany student to release gate with form**
*****Runner to give form to Release Gate #2 personnel to complete Box 4**

Completed by **Release Gate #2**	Name of Person Picking Up is same as Box #1 ☐ Photo ID/Driver's License Checked ☐ Checked by (staff only): _____	4

***Parent – Requester completes the following once student has been located and taken to release gate #2:**

Completed by Parent/Requester at **Release Gate #2**	Requester Signature _____ Destination/Phone: _____ Address: _____ Time of Release: _____ Date: _____	5

L. Command Center Chart



M. Suspension and Expulsion Policy and Procedures

Morgan Hill - Suspension and Expulsion Policy and Procedures

West Contra Costa - Suspension and Expulsion Policy and Procedures

Flagship - Suspension and Expulsion Policy and Procedures

Mount Pleasant - Suspension and Expulsion Policy and Procedures

Stockton - Suspension and Expulsion Policy and Procedures

N. Volunteer, Visitation, and Removal Policy

Voices College-Bound Language Academies ("Voices" or "Charter School") encourages parents/guardians and interested members of the community to visit Voices' schools and its educational program. The Voices Board of Directors ("Board") has established the following procedures which facilitate visitation and volunteering during regular school days in order to ensure minimum interruption of the instructional program.

Definitions

● A "visitor" is defined as any person seeking to enter the school building who is not an employee or a current student at the Charter School. All visitors who are not parents or guardians of a student must have a specific and educationally relevant purpose for their visit.

● A "volunteer" is defined as any person who voluntarily offers and provides a service to the Charter School with Charter School approval without receiving compensation.

Volunteering

Parents or guardians who are interested in volunteering in the classroom must adhere to the following guidelines:

1. Volunteers who will volunteer outside of the direct supervision of a credentialed

employee shall be (1) fingerprinted and (2) receive background clearance and (3) Megan's Law clearance prior to volunteering without the direct supervision of a credentialed employee.

2. A volunteer shall also have on file with Voices a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the Voices Board of Directors, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with students.

3. Volunteering must be arranged with the classroom teacher and Principal or designee, at least three (3) days in advance.

4. Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aide, the volunteer may leave their volunteer position for that day.

5. Information gained by volunteers regarding students (e.g. academic performance or behavior) is to be maintained in strict confidentiality. Volunteers must sign in agreement that they have read and understand and agree to follow the Family Educational Rights and Privacy Act ("FERPA") Policy.

6. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of

registering and signing out of the campus at the main office as indicated below.

7. Volunteerism by parents is encouraged but not mandatory.

Conditions for Campus/Classroom Visitation

Voices endeavors to create a safe environment for students and staff. Accordingly, visits during regular school days must be conducted in the manner set forth below:

1. Visits during school hours should first be arranged with the Principal or designee, preferably at least three (3) days in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least three (3) days in advance. Visitors seeking to visit a classroom during school hours must first obtain the written approval of the Principal or designee.

2. All visitors (including volunteers) shall register with the front office immediately upon entering any school building or grounds during regular school hours. When registering, the visitor is required to provide their name, address, occupation, purpose for entering school grounds, and proof of identity if requested.

3. For purposes of school safety and security, the Principal or designee may provide a visible means of identification for visitors while on school premises.

4. All visitors are asked to comply with current mandated and recommended health and safety protocols. Visitors (including volunteers) who demonstrate signs of a contagious disease (e.g., fever, coughing) may be denied registration. When recommended or requested by the Department of Public Health, visitors will be required to wear personal protective equipment, such as masks, and practice social distancing. Voices reserves the right to implement additional measures for the protection of its school community, such as requiring forehead temperature checks before entry to the same extent being utilized for students and employees.

5. If the visitor is a government officer/official (including but not limited to local law

enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. Voices shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by Voices, consistent with the law. The Voices Board of Directors and Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.

6. Except for unusual circumstances, approved by the Principal, Voices visits should not exceed approximately one-hundred and twenty (120) minutes in length and may not occur more than twice per semester.

7. While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher's and Principal's written permission.

8. Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors Logbook in the main office.

Limitations of Volunteering or Visitation

1. The Principal, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.

2. The Principal may direct a visitor or volunteer without lawful business on campus to

leave campus when the visitor's presence or acts interfere with the peaceful conduct of the activities of the school, or disrupt the school or its students, or school activities. Any visitor who is directed to leave by the Principal or designee will not be permitted to return to the Charter School campus for at least seven (7) calendar days.

3. The Principal or designee may withdraw consent to be on campus for up to fourteen (14) calendar days even if the visitor or volunteer has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt Voices' orderly operation. Consent shall be reinstated whenever the Principal has reason to believe that the presence of the person will not constitute a substantial and material threat to the orderly operation of the school campus. The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the two-week period. The written request shall state the address to which notice of hearing is to be sent. The Principal shall grant such a hearing not later than seven (7) calendar days from the date of receipt of the request and shall immediately mail a written notice of the time, place, and date of such hearing to such person.

4. The Principal or designee may request that a visitor or volunteer who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When a visitor or volunteer is directed to leave, the Principal or designee shall inform the visitor or volunteer that if the visitor or volunteer reenters the school without following the posted requirements the visitor or volunteer will be guilty of a misdemeanor.

5. The Principal or designee may seek the assistance of the police (when appropriate) in dealing with or reporting any visitor/volunteer in violation of this policy.

6. This Policy does not authorize Voices to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

Posting of Notice

At each entrance to Voices school grounds, signs shall be posted specifying the hours during which registration is required, stating where the office of the Principal or designee is located and what route to take to that office, and setting forth the penalties for violation of this Policy.

Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, the visitor will be guilty of a misdemeanor, which is punishable by a fine of up to $500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
2. Under California Education Code section 44811, any visitor whose conduct materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor and is punishable, upon the first conviction, by a fine of no less than $500.00 (five hundred dollars) and no more than $1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both, the fine and imprisonment.
3. Disruptive conduct may lead to Voices' pursuit of a restraining order against a visitor, which would prohibit the visitor, which if granted, from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, the visitor will be guilty of a misdemeanor, which is punishable by a fine of up to $500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
2. Under California Education Code section 44811, any visitor whose conduct materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor and is punishable, upon the first conviction, by a fine of no less than $500.00 (five hundred dollars) and no more than $1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both, the fine and imprisonment.
3. Disruptive conduct may lead to Voices' pursuit of a restraining order against a visitor, which would prohibit the visitor, which if granted, from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

O. Student Dress Code Policy

School Philosophy

Voices College-Bound Language Academy ("School") recognizes the need for students of the School to dress appropriately for school. The purpose of our dress code is to enhance the classroom atmosphere and minimize student distraction, so as not to interfere with the educational process. The School believes that students should focus their energy and attention upon their academic development and not on style or the clothes of their peers. In addition, dress code is important to school pride and safety because it fosters a sense of belonging and students

in uniform are easily recognized by all school staff. It is also intended to help protect the health, safety, and welfare of the individual student.

General Guidelines

All students shall be required to show proper attention to personal cleanliness, health, neatness, safety, appearance and to wear a school uniform for school activities. This dress code shall be in effect on campus during school and school sponsored activities except where modified by the site administrator for specific extracurricular activities or in special cases. The Charter School staff and administration reserve the right to determine clothing which disrupts or detracts from the educational environment. This dress code is gender neutral.

Students will be required to wear a school uniform. Inappropriate apparel and accessories includes clothing that compromises safety or is disruptive and/or distracting to the school environment and instructional process. The Board is committed to protecting the health, safety, and welfare of the students and the Board believes that appropriate dress and grooming contribute to a productive learning environment.

Description of Uniform:

SHOES : All grades Rubber bottom, flat soled shoes with covered toes

BOTTOM: All grades Khaki or tan (cotton twill) Pants, Shorts, skirt, or jumper with Belt (grades 2nd+)

TK, Kindergarten and 1st grade: Voices Shirt: Gold Polo-style shirt with Voices logo

2nd and 3rd Grade Voices Shirt:Purple Polo-Style Shirt with Voices logo

4th and 5th Grade Voices Shirt:Maroon Polo-Style Shirt with Voices logo

6th and 7th Grade Voices Shirt:Gray Polo-Style Shirt with Voices logo

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

Additional Rules:

● No clothing, jewelry, accessories, or hairstyles which are, or include, a picture, writing, or

insignia which is: (1) gang related; (2) presents a safety hazard to the wearer or others; (3) advertises or symbolizes any type of alcohol, drugs, tobacco, or gambling; (4) includes weapons or acts which are illegal, violent, obscene, or hazardous to one's health; (5) sexually suggestive, crude, vulgar, profane; discriminatory, obscene, contain threats, libelous; or (6) offensive or degrading to students or staff on the basis of gender, cultural, religious or ethnic values.

● Students may also wear school earned university shirts or Student of the Month shirts as part of their uniform. All other clothing items (jackets, sweaters, etc.) are not to have any words or decorations other than Voices logo.

● The uniform must be worn throughout the school day.

● Students are to enter and leave the school in uniform.

● Changing clothes at school, unless for a Voices sponsored activity, is not allowed.

● No hats are permitted in the classroom (but can be worn for sun protection outside) Head coverings for religious purposes are acceptable at all times, both indoors and outdoors.

● No sweats, no jeans.

● A student’s hairstyle, clothing, jewelry and makeup should not distract from the educational environment.

● Label all clothing, bookbags, and lunch boxes with your child’s name and class using a permanent marker. This will help the school to return any lost items.

● Uniforms must be kept neat and clean at all times and must fit appropriately. Specific requirements are listed below:

▪ Pants must be appropriate size

▪ Belt must be worn if pants have belt loops (2 nd-8 th grade)

▪ Skirts and shorts must not be shorter than four inches above the knee.

▪ Pants must be worn at the waist.

▪ Shirts must fit appropriately--neither too small nor too big.

▪ In the event of cold weather, students may wear a jacket, sweatshirt, cardigan, or sweater over their collared shirt.

▪ Shirts must be tucked in.

Out of Uniform Notices

Parents will receive an "Out of Uniform" notice if a child does not adhere to the uniform policy. The notice should be returned to the school with the parent's signature the next school day. Upon the second "Out of Uniform" notice in one school year, a School representative will initiate a telephone conference with the parent. The goal of the conference will be to problem-solve the family's issue of complying with the uniform policy.

Notification of the Student Dress Code

Parents and students will be provided notice of the Charter School's dress code at the beginning or the school year and/or upon enrollment. This information will also be located within the Charter School's Parent/Student Handbook.

Students may not be penalized academically or removed from class as a consequence for not complying with the school uniform policy.

Prohibited Conduct and Sanctions

Students who repeatedly violate the School Dress Code may be subject to discipline, not including suspension or expulsion.

Voices
College-Bound Language Academies

Voices Stockton School Safety Plan

2025-2026

Board approved_DATE

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Introduction

Statement of Purpose

Voices College-Bound Language Academies (Voices) is committed to the safety and security of students, faculty, staff, and visitors on its campus. In order to support that commitment, Voices has thoroughly reviewed and updated the school's emergency mitigation/prevention, preparedness, response, and recovery procedures relevant to natural and human-caused disasters. The school safety plan may be evaluated and amended, as needed, but shall be evaluated at least once a year, to ensure that the comprehensive school safety plan is properly implemented.

This plan includes specific courses of action to be taken in case an emergency situation develops. Every employee of Voices is expected to be familiar with this plan in order to carry out his/her/their responsibilities in an emergency.

The major objective of emergency preparedness is to save lives and protect property in the event of a disaster.

Voices Safe School Vision

1. Voices will provide a safe, orderly, and secure environment conducive to learning in which students will be safe from both physical and social-psychological harm.
2. Voices will develop a plan to work cooperatively and collaboratively with parents/guardians, students, teachers, administrators, counselors, and community agencies, including law enforcement, to provide a safe and orderly school and neighborhood.
3. Voices will create a learning and working environment where parents/guardians can be confident that their students are safe and secure.
4. Voices will identify clear procedures for emergencies.
5. Voices is aware of very few conditions on campus that could potentially cause accidental injury to students or staff and the school staff is working hard on preventing accidental injury to all those present on campus (students, staff, parents/guardians, etc.).

Physical Environment

Maintenance of School Buildings/Classrooms

Each Voices school's physical facility is well maintained and generally looks neat and clean. Voices school personnel periodically examine the school's physical facility and help eliminate obstacles to school safety. See Appendix A for a Monthly School Site Safety Checklist. Additionally, health and fire department inspectors contribute to school safety.

Voices classrooms are monitored for safety compliance by the administration and individual classroom teachers. See Appendix B for a Classroom Safety Checklist. Teachers and administrators can report facility maintenance issues to the school's Business Manager or Principal who are responsible for resolving all general as well as urgent maintenance issues.

During the school day, staff members and administrators shall provide campus supervision. Identified problem areas receive increased supervision to reduce discipline, crime, or other school safety concerns.

Campus Disturbances and Crimes

Voices recognizes that campus disturbances and crimes may be committed by visitors and outsiders to the campus. Several steps have been taken to protect the school, staff, and students from safety threats by individuals visiting the campus area. In addition, disputes sometimes occur because of parental custody issues. Voices staff will maintain in the student's record any custody documentation provided by families and will request assistance from local law enforcement, if/as needed.

Registration of Visitors/Guests Policy

Posting of Notice

At each entrance to Voices school grounds, signs shall be posted specifying the hours during which registration is required, stating where the office of the Principal or designee is located and what route to take to that office, and setting forth the penalties for violation of this policy. Volunteer, Visitation, and Removal Policy see Appendix N.

Parent Involvement Policy

Parents/guardians have the opportunity and are encouraged to participate at Voices in a variety of ways. Any regular volunteer, as determined by the principal, that works with students must meet the requirements as listed in the Volunteer Handbook (available at the front office). See the Parent Involvement Policy.

General Safety Procedures

Introduction

Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical and psychological harm. Voices promotes educationally and psychologically healthy environments for all students. Voices recognizes there are comprehensive, broad factors directly related to a safe school environment such as the school facility, school programs, staff, parents and the community. Voices further recognizes that safe school practices make major contributions to academic and school improvement efforts.

Although keeping children safe requires a community-wide effort, schools are an important piece of the undertaking to keep children safe. Voices efforts are illustrated below which broaden the safety planning and incorporate an expansive range of strategies and programs in the school safety plan.

Prevention and Intervention: Pupil Aggressive Behavior

Creating a safe school requires having in place many preventive measures for children's mental and emotional challenges. Schools can reduce the risk of violence by teaching children appropriate strategies for dealing with feelings and expressing anger in appropriate ways and resolving conflicts.

Staff members at Voices have received training in conflict resolution skills via Safeschools. Voices uses a comprehensive approach to school violence prevention. These measures include: (a) number of disciplinary referrals to the office, (b) observed aggressive behavior, and (c) teacher observation.

Discipline Policy

Effective and safe schools develop and consistently enforce school-wide rules that are clear, broad-based and fair. School safety is enhanced by the development of a school-wide disciplinary policy that includes a code of conduct, specific rules and consequences that can accommodate student differences on a case-by-case basis when necessary. Discipline consequences should be commensurate with the offense, should be written, applied in a nondiscriminatory manner, and accommodate cultural diversity.

Voices uses both classroom and school-wide discipline codes that clearly communicate the behavioral expectations and consequences for students. Voices has developed plans to promote positive behaviors in the playground, cafeteria, and assembly areas.

See the " Suspension and Expulsion Policy" policy in the Family Handbook.

Notice of Disciplinary History

The appropriate school districts shall provide to the administration of Voices schools information on each pupil who has: (1) during the previous three school years, engaged in any suspendable or expellable act (except *E.C. 48900 (h)*) or *(2)* committed a crime reported to the District by a family member, local law enforcement, Probation Department or social services. In the event of a suspension, the Notice of Suspension is copied to the student's cumulative file. Each year, teachers review the cumulative file of their incoming students, thus ensuring that they will be aware of suspensions within the last three years. Additionally, the principal reviews all incoming cumulative files. All employees viewing this information must keep it confidential and may not disseminate it to any other person.

Gang Affiliation

Gang affiliation and gang activity will not be tolerated at Voices. The staff at Voices shall work closely with the local law enforcement / Gang Unit (**Gang Hotline 408-293-GANG (4264), Youth Against Violence Hotline 1 800 680-4264 or 911**) regarding all issues and matters that are gang related. Information from the school and the community shall be communicated to the student's parents, if the pupil begins to make gang affiliations. Appropriate prevention and intervention strategies and programs shall be offered to the families.

Gangs and Graffiti

Students are expected to respect their school and will be required to clean up any graffiti immediately. Any gang affiliated/racist graffiti will be reported to the San Jose Police, Morgan Hill Police, Stockton Police or Richmond Police Department. Refer to Dress Code Policy, appendix O.

Drug, Alcohol, and Tobacco Free

Voices recognizes the need for a Drug free, Alcohol free and Tobacco free environment. Smoking is prohibited in all Voices buildings, facilities, and vehicles. Voices supports abstinence from alcohol, tobacco, and other drugs for all students in order that their development can reach full intellectual, emotional, social and physical potential. Students who use, possess, and/or sell controlled substances are subject to disciplinary action, up to and including a recommendation for expulsion. For further information see the Suspension and Expulsion Policy, appendix M.

Campus Violence Safety Procedures

Reporting of Dangerous, Violent, or Unlawful Activities

Voices takes its role in providing a safe and trusted learning environment very seriously. If any student, family member, or member of Voices' extended community learns of any dangerous, violent, or unlawful activity that they believe has occurred, is occurring, or may occur at the school

or at or near any school-sponsored or school-related event or location, they are strongly encouraged to report that activity—anonymously if necessary—to the Principal.

A report can be sent by a legible written note, by email, or by telephone to the following: 6840 Via del Oro Suite 205 San Jose,CA 95119, info@voicescharterschool.com, 408-791-1609. Reports should include place, time, the general nature of the activity being reported, whether any life-threatening activity or weapons are involved, and any other important details. Any report of activity that imminently threatens or involves an imminent potential loss of life should first be made to 9-1-1, immediately.

Voices shall promptly review every report received as soon as possible, shall make a record of every report received, and shall make a reasonable inquiry into each, as necessary, to ensure to the greatest reasonable extent that no dangerous, violent, or unlawful act occurs at any school-related or school-sponsored event, or on school-provided transportation to any such event. The investigatory response taken by the school and actions taken will be logged as well.

School staff should follow these guidelines <u>when a fight occurs</u>:

1. Send a reliable student to the office to summon assistance.
2. Speak loudly and let everyone know that the behavior should stop immediately.
3. **Do not intervene or try to break up the fight if the students are in 5th grade or above.**
4. Obtain help from other teachers if at all possible.
5. If students are starting to gather, attempt to get students away from the commotion as quickly as possible.
6. Call out the names of the involved students and let them know they have been identified.
7. For the safety of all students, get additional help from law enforcement personnel if confronted with a serious fight, especially one that involves weapons.
8. Attempt to separate the involved students by speaking to them in an assertive tone of voice. Consider the age and/or size of the students, as well as personal safety, before stepping between/among those involved in an altercation. If successful in separating the students, try to avoid using further confrontational behavior.
9. Remember that no one can "cool down" instantly; give the students time to talk in a calm setting and gradually change the climate of the situation.

School Staff should follow these guidelines when a riot occurs:

1. The School principal, or his/her designee, should encourage teachers and staff to be sensitive to the emotional climate of the campus and attempt to defuse any tensions prior to the eruption of problems.
2. Notify local law enforcement of the disturbance and meet at a pre-designated site to evaluate the situation.
3. Activate needed emergency plans, which may include:

a. Instructing office staff to handle communications and initiate lockdown orders.
b. Informing Team Z.
c. Notify transportation to bring appropriate numbers of buses for evacuation or transportation if necessary.
d. Assign staff a temporary detention facility, such as a gymnasium, to secure students and log information.
e. Direct a teacher or designee to initiate lockdown and immobilize the campus.
f. Team Z will brief a representative to meet the media.
g. Assign staff to a pre-designated medical treatment/triage facility.

Assaults

Assaults involve acts of striking or inflicting injury to a person and are regarded as serious matters. Any threat or assault on students or employees should be reported immediately to the School principal, or his/her designee. The school principal (or designee) will determine if law enforcement officials should be notified. If a serious assault occurs, the school principal (or designee) shall:

1. Dial 911.
2. Seek first aid or medical attention, if indicated.
3. Have photographs taken of any injuries.
4. Write down a physical description of the assailant:
   - (sex, age, height, weight, race, clothing, and any weapon used) as soon as possible after the incident.
5. Obtain names and telephone numbers of any witnesses.
6. Draft incident report and submit it to the principal, or his/her designee and Team Z . See Appendix C for Student/Employee Minor Incident/Accident Report.
7. Submit an incident report to the local law enforcement, if serious bodily injury has occurred. See Appendix C for Student/Employee Minor Incident/Accident Report.

Civil Disturbance

A civil disturbance is any situation where a person or group of persons disrupts operations or threatens the safety of individuals. In the event of a civil disturbance, the following precautionary measures should be taken:

1. Notify local law enforcement authorities and-Dial 911.
2. If participants enter the building, remain calm and do not provoke aggression. Report disruptive circumstances to the school principal, or his/her designee and Team Z.
3. Do not argue with the participant(s).
4. Have all students and employees leave the immediate area of disturbance.
5. If the disturbance is outside the building, remain inside the building, unless instructed otherwise by the principal or police officials. Lock all doors. Stay away from windows and exterior doors.
6. If the disturbance is inside the building, follow procedures for evacuation of the school site.
7. Follow further instructions as police officials and other local law enforcement authorities issue them.
8. Draft incident report for the school principal, or his/her designee. See Appendix C for Student/Employee Minor Incident/Accident Report.

School Philosophy

Voices College-Bound Language Academies recognizes the need for students of the School to dress appropriately for school. The School believes that students should focus their energy and attention upon their academic development and not on style or the clothes of their peers. In addition, dress code is important to school pride and safety because it fosters a sense of belonging and students in uniform are easily recognized by all school staff. See Student Dress Code Policy, Appendix O.

General Guidelines

Students will be required to wear a school uniform. See the Voices Family Handbook. The code shall allow students to wear sun protective clothing, including hats. Inappropriate apparel and accessories includes clothing that compromises safety or is disruptive and/or distracting to the school environment and instructional process. The Board is committed to protecting the health, safety, and welfare of the students and the Board believes that appropriate dress and grooming contribute to a productive learning environment. Please refer to Appendix O.

Mental Health Programs

The staff of Voices shall identify students in need of counseling and bring forth the student and the family to the Dean of Culture in order to be connected to appropriate support and/or services internally, including referral to the Student Success Team and/or external resources. The staff of Voices shall complete a referral using the Crisis Intervention Protocol in order for the Crisis Team to complete a selfharm/harm to others/suicide risk assessment as detailed below in the Suicide section in cases where a student directly or indirectly exhibits specific behavior.

Voices will notify parents or guardians of a pupil at least two times during the school year on how to access mental health services at school or within the community. AB 2022 (Chapter 484/2018)—Pupil Mental Health Services: School Notification.

Suicide

Suicide prevention training for instructional staff and administrators will be provided and be designed to help staff identify and refer students at risk of suicide. The training may be offered under the discretion of the Principal and/or Board of Directors and/or in cooperation with one or more community mental health agencies. See Suicide Prevention Policy.

Attempted Suicide / Suicide Threat

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly follow instructions on the Crisis Intervention Protocol and complete needed sections on the risk assessment form and notify the office of a Code Orange situation. A member of the School-site Crisis Team will pick up the risk assessment form and the student to initiate the full assessment. The Principal or other Crisis Team member shall then complete the assessment to determine the risk level. Once the risk level is determined, if high risk - mobile crisis support is initiated and the student's parent/guardian is notified and asked to come to the school site to discuss the assessment and sign a parent /guardian notification recommending connecting with a qualified mental health professional for assistance.. If the risk is assessed as low to medium, the parent/guardian is notified and asked to sign a parent/guardian notification letter and a support plan is discussed.

When a suicide attempt or threat is reported, the Principal or other member of the Crisis Team shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
    a. Securing immediate medical treatment if a suicide attempt has occurred;
    b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;

   c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
2. Designate specific individuals to be promptly contacted, for example the Voices counselor, psychologist, nurse, Principal, and/or the student's parent/guardian, and, as necessary, local law enforcement or mental health agencies.
3. Document the incident in writing as soon as feasible.
4. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at Voices.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the Voices campus, the Principal or designee shall follow the crisis intervention procedures contained in Voices safety plan. After consultation with the Principal or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Principal or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Voices staff may receive assistance from Voices counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Students shall be encouraged through the education program and in Voices activities to notify a teacher, Principal, another Voices administrator, psychologist, Voices counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

- **ALWAYS TAKE THREATS OF SUICIDE SERIOUSLY**
- CALL 911 for medical assistance.
- Do not leave suicidal person unattended. Send a runner to inform your immediate supervisor or other responsible person, principal/designee.
- The principal/designee will:
  - Contact the parent/guardian, apprise them of the situation and make recommendations. Put all recommendations in writing to the parent/guardian.
- If the student is known to be currently in counseling, the principal/designee will attempt to inform their treatment provider of what occurred and the actions taken.
- If the parent refuses to cooperate, and there is any doubt regarding the child's safety,

the school employee who directly witnessed the threat will pursue a 302 involuntary mental health assessment by calling **Santa Clara County Emergency Services at 408-299-2501** or **Contra Costa County Emergency Services at 925-646-4461 or San Joaquin County Emergency Services at 209-953-6200** and ask for a delegate. The delegate will listen to concerns and advise on the course of action. If a 302 involuntary mental health assessment is granted, the first-hand witness will need to be the petitioner, with support from the principal/designee.

- If the county delegate authorizes a 302 mental health assessment, then the county will authorize transportation to the assessment. If a school employee should transport the student, then one school employee should drive and another should be seated next to the student. Do not drive the student in personal vehicles. Do not leave the student alone at any time. Depending on the level of the student's distress, the 302 petitioner (the employee who learned firsthand of the threat) may need to travel in a separate vehicle.

Note: If a threat is made during an after-school program, and no school personnel is available, call **Santa Clara County Crisis Emergency Services at 408-299-2501, Contra Costa County Emergency Services at 925-646-4461, San Joaquin County Emergency Services at 209-953-6200** or **1-800-SUICIDE** or **1-800-273-TALK** for help. Immediately inform the principal or designee regarding the incident and actions taken.

The law requires that you do only what is reasonable under the circumstances; for example, do not try to remove a gun or other weapon from the person.

Suicidal Act

The first school employee on the scene must call for help from another staff member, locate the individual, and follow school emergency medical procedures, such as calling 911.

- A staff member must notify the principal/designee.
- Staff members should move all other students out of the immediate area and arrange appropriate supervision. Students should not be allowed to observe the scene.
- The principal/designee will involve the Leadership Response Team (LRT) to assist as needed and inform the Network Senior Leadership Team.
    - The Leadership Response Team consists of any of the following people:
        - Principal
        - Business Manager
        - Parent Liaison/Dean of Culture
        - Academic Coach
        - Technology Coordinator

  - Teacher informs the office, "I need the Leadership Response Team (LRT)," either by telephone, AT, or student runner.
  - The office drops everything and the LRT mobilizes.
- The principal/designee will contact the parent/guardian and ask them to come to the school or hospital.
- The principal/designee will call for assistance from the Santa Clara County's on-call crisis response team at 408-279-3312, San Joaquin County Emergency Services at 209-953-6200 or Contra Costa Crisis Center - 800-833-2900
- The principal/designee will document in writing all actions taken and recommendations.
- If the student is known to be currently in counseling, the principal/designee will attempt to inform their treatment provider of what occurred and the actions taken.
- The principal/designee will involve the Leadership Response Team (LRT) for follow-up and support.
- The principal/designee will request written documentation from any treating facilities prior to a student's return to school.
- Staff will promptly follow up with any students or staff who might have witnessed the attempt, and contact their parents/guardians. Staff will provide supportive counseling and document all actions taken. Please refer to Appendix E for Voices College-Bound Language Academies Self Harm/Suicide Risk Assessment Form.
- Media representatives should be referred to the appropriate school spokesperson [e.g., COO, or CEO]. School staff should make no statements to the media.

Procedure to Handle the Death of a Student

By far, the worst crisis situation is the death of a student. When a student dies, emotional trauma is a natural occurrence for students, faculty, and staff. A student's death, which occurs on campus, particularly as a result of school violence, is admittedly the most extreme case of trauma for the family and the school community. There is no procedure that fits every scenario; each case requires individual attention. Certainly, there is no prescribed method for dealing with such tragedy; however, the following are suggestions for a school's response to death, particularly death that occurs as a result of school violence:

1. After the initial response, administrators and counselors will meet immediately to review what has happened. Responding to the psychological needs of both staff and students as soon as possible is the best prevention for the development of post-traumatic stress.
2. Get as much information as possible from the family and ask their permission to share it with the students, faculty, and staff. Ask if they have any objection to students, faculty, and staff attending the funeral.
3. Relay the information to the students in a factual way, careful to avoid breaching the student's or family's privacy. The school principal and a counselor might consider

moving from room to room to tell the students what has happened, as developmentally appropriate. They should tell the truth, allow for expression of feelings, and affirm any expressions or feelings the students have. Students need to be told that they may visit a counselor's office for special assistance if they need to talk.

4. If possible, allow a break after telling the students in order to give them an opportunity to express their grief with other students.
5. Upon returning to school, students should be allowed time to discuss their feelings, talk about the deceased, and discuss memories. Give students, faculty, and staff information about the funeral and allow them to attend, provided the family has granted permission.
6. Watch for trouble signs among the students. Be prepared to call in extra counselors if necessary.

Registered Sex Offender Policy

For the protection of students while they are traveling to and from school, attending school, or at a school-related activity, the Governing Board of Voices College-Bound Language Academies ("Voices") has developed the following policy and procedures to ensure Voices principals and their designees respond appropriately as directed by law enforcement when apprised of information that a registered sex offender resides or works within two (2) miles of a Voices school. See Registered Sex Offender Policy.

Staff/Student Interaction Policy

Voices Academies recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the most safe and learning conducive environment possible. See Professional Boundaries: Staff/Student Interaction Policy.

Child Abuse and Neglect Reporting Procedures

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

Voices will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166,

is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars ($1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

Harassment, intimidation, discrimination and bullying policy

Title IX, Harassment, Intimidation, Discrimination and Bullying Policy

This Title IX Policy Prohibiting Discrimination on the Basis of Sex ("Policy") contains the policies and grievance procedures of the Voices College-Bound Language Academies ("Voices" or "Charter School") to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

Voices does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq*.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.[1] Voices will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in Voices' education programs or activities on or after August 1, 2024 including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom Voices does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as "Title IX") may be referred to Voices Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by Voices.

[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.

Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Prohibited Sex-Based Harassment
Under Title IX, "sex-based harassment" means conduct on the basis of sex that satisfies one or more of the following:

- Quid pro quo harassment occurs when an employee, agent, or other person authorized by Voices to provide an aid, benefit, or service under Voices' education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.

- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from Voices' education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
    - The degree to which the conduct affected the complainant's ability to access Voices' education program or activity;
    - The type, frequency, and duration of the conduct;
    - The parties' ages, roles within Voices' education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
    - The location of the conduct and the context in which the conduct occurred; and
    - Other sex-based harassment in Voices' education program or activity.

- Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

- Dating violence, meaning violence committed by a person:
    - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
    - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
        - The length of the relationship;
        - The type of relationship; and
        - The frequency of interaction between the persons involved in the relationship.

- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
    - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
    - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
    - Shares a child in common with the victim; or
    - Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.

- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
- Fear for the person's safety or the safety of others; or
- Suffer substantial emotional distress.

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through Voices.

Examples of conduct that may fall within the Title IX definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
    - Rape, sexual battery, molestation or attempts to commit these assaults.
    - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.

- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:

  - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
  - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  a. Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  b. Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  c. Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in Voices' education program or activity at the time of the alleged sex discrimination. Complaints may also be made by: (1) a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or (2) Voices' Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or other person who was participating or attempting to participate in Voices' education program or activity at the time of the alleged sex discrimination.

Complaint means an oral or written request to Voices that objectively can be understood as a request for Voices to investigate and make a determination about alleged sex discrimination.

Confidential Employee means an employee of Voices whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom Voices has designated as confidential under Title IX for the purpose of providing services to persons related to sex discrimination.

Party means a complainant or respondent.

Respondent means a person who is alleged to have violated Voices' prohibition on sex discrimination.

Supportive Measures are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to a party to (1) restore or preserve that party's access to Voices' education program or activity, including measures that are designed to protect the safety of the parties or Voices' educational environment; or (2) provide support during Voices' grievance procedures or during an informal resolution process.

Title IX Coordinator

The Board of Directors of Voices ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Armando Arteaga
Director of Human Resources
6840 Via del Oro #205, San Jose, CA 95119
aarteaga@voicescharterschool.com
(408) 791-1609

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

Deanna Flores
Chief
6840 Via del Oro #205, San Jose, CA 95119
dflores@voicescharterschool.com
(408) 791-1609

The Coordinator is responsible for coordinating Voices' efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decision maker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure Voices' consistent compliance with Title IX.

Reporting Sex Discrimination

All employees who are not a confidential employee must promptly notify the Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Executive Director, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.
Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Voices will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Privacy
Voices acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

Retaliation
Voices prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or

proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes Voices from requiring an employee or other person authorized by Voices to provide aid, benefit, or service under Voices' education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

Confidential Employees
Contact information for the confidential employees at Voices, if any, can be found on the Voices' website or obtained from the Coordinator.

A confidential employee's status as confidential, for Title IX purposes, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies or with respect to information received about sex discrimination in connection with providing services to persons related to sex discrimination.

A confidential employee must explain the following to any person who informs them of conduct that reasonably may constitute sex discrimination under Title IX:

- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

Coordinator's Response to Reports of Sex Discrimination
When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;
- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;
- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;
- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether Voices could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents Voices from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.

The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Voices' education program or activity.

Supportive Measures

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or Voices' educational environment, or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact the Chief Executive Officer via email at aldoramirez@voicescharterschool.com, who is an appropriate and impartial employee or who may designate such an employee, to seek modification or reversal of Voices' decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's IEP Team and 504 Team, if any, in the implementation of supportive measures for that student.

Informal Resolution

At any time prior to determining whether sex discrimination occurred under Voices' Title IX grievance procedures, Voices may offer an informal resolution process to the parties. Voices does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Before initiation of the informal resolution process, the parties will be provided with notice that explains:

- The allegations;
- The requirements of the informal resolution process;
- The right to withdraw and initiate or resume the grievance procedures;
- That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;
- The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and

- What information is retained and whether and how it may be disclosed by Voices for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. Voices will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decision maker in the grievance procedures. The facilitator cannot have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

Grievance Procedures

Scope and General Requirements

Voices has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in Voices' education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

Voices requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

Voices will treat complainants and respondents equitably. Voices presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

Voices may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

Voices allows for the reasonable extension of time frames on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay.

Voices will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

Voices will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence.[2] Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

If a party is a student with a disability, the Coordinator or designee must consult with one or more members, as appropriate, of the student's IEP Team and 504 Team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act of 1973 ("Section 504") throughout the grievance procedures.

Dismissal

In most cases, Voices will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

Voices may dismiss a complaint if:

- Voices is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in Voices' education program or activity and is not employed by Voices;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and Voices determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- Voices determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, Voices will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant's right to appeal the dismissal on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;

[2] Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decision maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing of the dismissal, the basis for the dismissal, and the respondent's right to appeal the dismissal on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable Voices policy.

Appeal of a Dismissal
If a dismissal is timely appealed in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decisionmaker for the appeal, and the parties' right to submit a statement to the decision maker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decision maker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decision maker will notify the parties in writing of the result of the appeal and the rationale for the result.

Notice of the Allegations
Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- Voices' grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to Voices;
- A statement that retaliation is prohibited; and

- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if Voices provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

Emergency Removal

Voices may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with Voices' policies.

Voices may remove a respondent from Voices' education program or activity on an emergency basis, in accordance with Voices' policies, provided that Voices undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.

Investigation

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. Voices has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by Voices to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless Voices obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The

fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence. The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it. The parties timely submitted written responses, if any, will be considered by the investigator and decision maker before a determination of responsibility is made.

Voices will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

Determination of Responsibility
Before making a determination of responsibility, the decisionmaker may question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days of the expiration of the timeframe for the parties to submit a written response to the evidence or an accurate description of it, the decisionmaker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

Appeal of the Determination of Responsibility
Should a party find Voices' determination unsatisfactory, the party may, within five (5) business days of notice of Voices' determination, submit a written appeal to the Chair of the Voices Board, who will serve as the decision maker for the appeal or designate a decisionmaker for the appeal. The decision maker for the appeal must not have taken part in the investigation of the allegations.

The decision maker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

Consequences
Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from Voices or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by Voices including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Voices' education program or activity.

No party, witness, or other person participating in Voices' grievance procedures will be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on Voices' determination whether sex discrimination occurred.

Student Pregnancy and Related Conditions

Voices will not discriminate against any student or applicant based on their current, potential, or past pregnancy or related conditions. For more information about policies and procedures applicable to employees who are pregnant or have a related condition, please refer to the Voices employee handbook.

When a student, or a person who can legally act on behalf of the student, informs any employee of the student's pregnancy or related condition, unless the employee reasonably believes that the Coordinator has already been notified, the employee must promptly:

- Provide that person with the Coordinator's contact information; and
- Inform that person that the Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to Voices' education programs and activities.

If a student, or a person who has a legal right to act on behalf of the student, notifies the Coordinator of the student's pregnancy or related condition, the Coordinator or designee must promptly:

- Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of Voices' obligations under:
    - 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
    - 34 C.F.R. § 106.44(j), which includes rules on disclosures of personal information;
- Provide Voices' Title IX notice of nondiscrimination; and
- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.

A student who is pregnant or has a related condition will be provided with a lactation space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used for expressing breast milk or breastfeeding as needed.

A student who is pregnant or has a related condition may voluntarily take a leave of absence for the time deemed medically necessary by the student's licensed healthcare provider, or if the student so chooses, the time allowed under any Voices leave policy for which the student qualifies. A pregnant or parenting student is entitled to eight weeks of parental leave, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant.
Upon the student's return from leave, the student will be reinstated to the academic status, and, as practicable, to the extracurricular status that the student held when the leave began. The student will not be required to provide any kind of certification demonstrating their ability to physically participate in any class, program, or extracurricular activity unless:

- The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- Such certification is required of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for sex discrimination.

Students who are pregnant or have a related condition will not be required to provide supporting documentation unless necessary and reasonable to determine reasonable modifications or additional actions related to lactation space, leaves of absence, or voluntary access to any available separate and comparable portion of the program.

Training

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All employees, Coordinators and designees, investigators, decisionmakers, and other persons who are responsible for implementing Voices' grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

Voices will maintain the following records for at least seven (7) years:

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.

- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions Voices took to meet its obligations under 34 C.F.R. § 106.44.
- All materials used to provide required Title IX training. Voices will make these training materials available upon request for inspection by members of the public.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

Purpose

To provide students with access to an environment that is safe, secure and conducive to learning. This policy provides guidelines for staff and students to follow for the purpose of providing all students with an environment that is focused on learning. See Title IX Policy Prohibiting Discrimination on the Basis of Sex and Harassment, Intimidation, Discrimination and Bullying Policy.

When an emergency situation occurs, contact the school office staff immediately so that they may determine what type of response is necessary.

Exposure Control Plan For Bloodborne Pathogens

The Principal or designee, shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Principal, or designee, shall establish a written "Exposure Control Plan" designed to protect employees from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

The Board shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the Charter School's "Exposure Control Plan," employees having occupational exposure shall be trained in accordance with applicable state regulations (8 CCR 5193) and offered the hepatitis B vaccination.

The Principal, or designee, may exempt designated first-aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations.

Any employee not identified as having occupational exposure in the Charter School's exposure determination may petition to be included in the Charter School's employee in-service training and hepatitis B vaccination program. Any such petition should be submitted to the Principal, or designee, who shall evaluate the request and notify the petitioners of his/her decision. The

Principal, or designee, may deny a request when there is no reasonable anticipation of contact with infectious material.

Medical Emergency Procedures

Medical Emergency Reporting Procedure. Medical emergencies and accidents can occur at any time and may involve a student or employee. Some emergencies may only require first aid care, while others may require immediate medical attention. When in doubt, it is better to err on the side of caution and dial 911.

1. Medical emergencies involving any student or employee must be reported to the school principal, or his/her designee.
2. Dial 911 or direct someone to do so, provide the following information
    a. School name and phone number
    b. Building address including nearest cross street(s)
    c. Exact location within the building
    d. Your name and phone number
    e. Nature of the emergency
    f. Do not hang up until advised to do so by dispatcher
3. Send a runner to notify the school office that an individual has been injured and an ambulance has been called.
4. Ask someone to dispatch a first aid/CPR trained employee to the victim.
5. Stay calm. Keep the victim warm with a coat or blanket. Do not leave a person unattended.
6. Do not move the victim unless there is danger of further injury.
7. Do not give the victim anything to eat or drink.
8. Draft a written incident report and submit it to the School principal, or his/her designee, before the end of the next workday. See Appendix C for Student/Employee Minor Incident/Accident Report.

Medical Emergency General Guidelines

For minor accidents, use a first aid kit in the classroom.
If a child complains of **illness**, question him/her to determine severity.

1. For minor illness, have the child rest head on desk for 10 to 15 minutes. If he/she still complains, send him/her with a note to the front office (or call the office for escort).
2. If a student is too ill to walk to the office, call the front office for immediate help and explain the severity of the situation.

If a child has **convulsions**:

1. Keep calm
2. Attempt to ease him/her to the floor so he/she will not fall and injure him/herself
3. Turn his/her head to one side so his/her tongue will not block his/her airway
4. Do not attempt to insert anything in his/her mouth
5. Send someone to the office or call the office for assistance

Chemical Burns of skin or eyes should be flushed with large quantities of water at the nearest source. Then send or call the office.

Insect Bites:

1. Remove stinger if possible.
2. Apply cold, wet towel
3. Send to the office if systemic symptoms occur (labored breathing, swelling of the entire body, etc.)

If a **Tooth is displaced** by traumatic injury, wrap the tooth in moist gauze. Send an injured child to the office. Office needs to call the parent/guardian immediately.

Playground Accidents:

1. Render first aid on the playground if necessary
2. If the child is mobile, take them to office
3. If a stretcher is needed, call 911

In addition, the Red Cross offers the following guidelines:

RESCUE BREATHING	● Tap shoulder and shout, “Are you ok?” ● Call 911 if no response ● Open airway: tilt head back slightly, lift chin ● Check for breathing: check quickly for no more than 10 seconds ● If no breathing, give 2 rescue breaths o Tilt head back and lift the chin up o Pinch the nose shut, then make a complete seal of child’s mouth o Blow in for about 1 second to make the chest clearly rise o Give rescue breaths one after the other Rescue breathing count: **Adult:** 1 breath every 5 seconds **Child:** 1 breath every 3 seconds **Infant:** 1 breath every 3 seconds
Nose Bleed	● Put on disposable gloves ● Sit, leaning slightly forward ● Pinch the nose shut for about 10 minutes ● Apply ice or a cold pack that has been wrapped in cloth or towel to the bridge of the nose ● If the bleeding does not stop: o Apply pressure on the upper lip just beneath the nose o Call or have someone else call 911

Wounds	If minor: ● Put on disposable gloves ● Have victim sit down ● Wash wound ● Apply bandage ● Apply ice, if desired If severe: ● Put on disposable gloves ● Have person sit or lie down ● Control bleeding by: o Covering the wound with a dressing and firmly pressing against the wound with a gloved hand until the bleeding stops o Applying a pressure bandage over the dressing to maintain pressure on the wound and to hold the dressing in place o If blood soaks through the bandage, do not remove the blood-soaked bandages. Instead, add more dressings and bandages, and apply additional direct pressure. ● Continue to monitor the person's condition. Observe the person closely for signs that may indicate that person's condition is worsening, such as faster or slower breathing, changes in skin color, and restlessness ● Care for shock. Keep person from getting chilled or overheated ● Have person rest comfortably and provide reassurance ● Wash your hands immediately after giving care, even if you wore gloves
Choking	If unable to: Breathe, Cough, Speak then: ● Give 5 back blows: Bend the person forward at the waist and give 5 back blows between the shoulder blades with the heel of one hand. ● Give 5 abdominal thrusts: o Place a fist with the thumb side against the middle of the person's abdomen, just above the navel. o Cover your fist with your other hand. o Give 5 quick, upward abdominal thrusts. ● Continue care: Continue sets of 5 back blows and 5 abdominal thrusts until the: o Object is forced out

	○ Person can cough forcefully or breathe ○ Person becomes unconscious
Electric Shock	● Do NOT touch individual if they are still in contact with the electrical source ● Turn off source of electricity, if possible ● Call 911

Severe Allergic Reaction (Anaphylaxis)

Anaphylaxis is a severe and sudden allergic reaction. It occurs when a person is exposed to an allergen to which they are sensitive. The most common allergens or trigger substances that may cause anaphylaxis in school-aged children are:

- peanuts
- tree nuts
- fish
- shellfish
- egg
- cow's milk
- sesame
- soy
- insect stings
- latex
- certain medications. Note that the school may only administer medication upon the receipt of parent and physician authorization. See Appendix F for the Medication Doctor & Parent Authorization form.

Anaphylaxis is potentially life threatening and always requires an emergency response.

It is therefore critical that school staff, parents and caregivers are confident about the management and treatment of students who have been diagnosed by a medical practitioner as being anaphylactic or potentially anaphylactic.

Symptoms and signs of anaphylaxis

The symptoms and signs of anaphylaxis, usually but not always, occur within the first 20 minutes after exposure but in some cases can be delayed up to 2 hours or more. Rapid onset and

development of potentially life-threatening clinical effects are characteristic markers of anaphylaxis.

Symptoms and signs of anaphylaxis (a severe allergic reaction) may include one or more of the following:

- Difficulty and/or noisy breathing
- Swelling of the tongue
- Swelling or tightness in the throat
- Difficulty talking or hoarse voice
- Wheeze or persistent cough
- Dizzy/light headed
- Loss of consciousness and/or collapse
- Pale and floppy (young child)

Symptoms and signs of a mild to moderate allergic reaction may include one or more of the following:

- Tingling of the mouth
- Hives, welts or body redness
- Swelling of the face, lips, eyes
- Vomiting, abdominal pain

Emergency treatment procedures – Immediate Reaction Required

<u>For students WITH an Action Plan for Anaphylaxis</u>

- Follow emergency response plan as outlined in a student's Severe Allergy Medical Management Plan
- If Action Plan indicates the use of an Epinephrine auto injector (EpiPen), trained staff shall administer the EpiPen
- Seek urgent medical assistance – call an ambulance (tell the dispatcher that the medical condition is anaphylaxis or a severe allergy)
- If unconscious and no pulse is evident, commence CardioPulmonary Resuscitation (CPR) and continue until ambulance arrives
- Contact parents/caregivers
- Maintain airway, breathing and circulation at all times
- Maintain close observation for possible relapse while waiting for ambulance or medical assistance.

For students WITHOUT Severe Allergy Medical Management Plan

California Education Code (EC) Section 49414, as amended by Senate Bill 1266, effective January 1, 2015,[5] *requires school districts to provide emergency epinephrine auto-injectors to school nurses or trained personnel who have volunteered, and provides that school nurses or trained personnel who have volunteered may use epinephrine auto-injectors to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction.*[6]

Severe allergic reactions or anaphylaxis can occur when there is no history of known allergies. This situation should be treated as an emergency. Under these circumstances there will be no Action Plan. Recognition of the symptoms and/or signs as being anaphylactic may also be a problem. The following steps should be followed:

- A trained staff member or volunteer shall administer the Epinephrine Auto-Injector (EpiPen)
- Seek urgent medical assistance – call an ambulance (if suspected, tell the dispatcher that the medical condition is anaphylaxis or a severe allergy)
- Lay the person flat and elevate the legs if the person is dizzy or seems confused or has a reduced level of consciousness, unless this makes it more difficult for the person to breathe
- Follow standard resuscitation measures if there is no pulse, no breathing or loss of consciousness – if oxygen is available give at a high flow rate.
- Contact parents/caregivers
- Maintain airway, breathing and circulation at all times
- Maintain close observation for possible relapse while waiting for ambulance or medical assistance.

Severe Allergy Medical Management Plan

Steps in the Emergency Use of an Epinephrine Auto-Injector (EpiPen):

1. Determine if anaphylaxis is suspected. Anaphylaxis usually, but not always, occurs right after exposure to an allergen. Frequently anaphylaxis occurs in individuals who have a history of a previous reaction. If there is uncertainty about the diagnosis, but there is a reasonable probability that it is anaphylaxis, then treat it as anaphylaxis.
2. **If anaphylaxis symptoms occur, call 911 or activate the emergency medical system (EMS). Stay with the victim.** Have others notify the paramedics, school nurse, parents and principal/designee immediately.
3. Have the victim sit down. Reassure the victim and avoid moving him or her. Calming reduces the distribution of the allergen in the body.

4. **Prepare to administer EpiPen.**
    a. For students in second grade or below, or if less than 55 lbs, use **White label** EpiPen Jr (0.15 mg)
    b. For adults and students in third grade or above, or if more than 55 lbs, use **Yellow label** EpiPen (0.30 mg). The EpiPen acts immediately; however the effects last only 10 -15 minutes. *Make sure someone has called **911**.*
5. EpiPen Administration Procedure:

Grasp the EpiPen and form a fist around the unit. With the other hand, pull off the GRAY Safety Cap.

a. **Hold the black tip near the outer thigh. Never put your thumb, fingers, or hand over the black tip.** (If an accidental injection occurs, go immediately to the nearest hospital emergency room.)
b. **Swing and jab the black tip firmly into the OUTER BARE THIGH so that the auto-injector is perpendicular (at a 90° angle) to the thigh. You will hear a click.** (The EpiPen can be injected through the victim's clothing, if necessary.)
c. **Hold the EpiPen firmly in place for 10 seconds, and then remove it from the thigh.** (After the injection, the victim may feel his or her heart pounding. This is a normal reaction.)
d. **Remove the EpiPen and massage the injection area for several seconds.**
e. **Check the black tip:**
    - If the needle is exposed, the dose has been delivered
    - If the needle is not exposed, repeat steps b through e
f. **Dispose of the EpiPen in a "sharps" container or give the expanded EpiPen to the paramedics.**
g. **Call 911, if not previously called.**

6. If the anaphylactic reaction is due to an insect sting, remove the stinger as soon as possible after administering the EpiPen. Remove stinger quickly by scraping with a fingernail, plastic card or piece of cardboard. Apply an ice pack to the sting area. Do NOT push, pinch, or squeeze, or further imbed the stinger into the skin because such action may cause more venom to be injected into the victim.
7. Observe the victim for signs of shock. Cover the victim with a blanket, as necessary, to maintain body temperature and help to prevent shock.
8. Monitor the victim's airway and breathing. Begin CPR immediately if the victim stops breathing.
9. Take the victim's vital signs (if trained to do so) and record them. Duplicate the emergency card for the paramedics. When paramedics arrive tell them the time EpiPen was administered and the dose administered. If EpiPen has not been disposed of in a sharps container, give the expanded EpiPen to the paramedics.
10. **If symptoms continue and paramedics do not arrive, use a new EpiPen and re-inject 15 to 20 minutes after initial injection.** Continue to monitor the victim's

airway and breathing.

11. Follow-up medical care should be obtained at the emergency room or from the victim's physician. A second delayed reaction may occur up to 6 hours after the initial anaphylaxis.
12. Document the incident and complete the accident/incident report. See Appendix C for Student/Employee Minor Incident/Accident Report. Include in the documentation the date and time EpiPen was administered, the victim's response, and additional pertinent information. Send a copy of the report to the school nurse.

Quick Reference:

- DO NOT HESITATE to administer Epipen and to call 911 even if the parents cannot be reached.
- Call 911 immediately. 911 must be called if Epipen is administered.
- Advise 911 dispatch that the student is having a severe allergic reaction and Epipen is being administered.
- Students should remain quiet with a staff member at the location where the symptoms began until EMS arrives.
- Provide a copy of the Severe Allergy Plan to EMS upon arrival. See Appendix G for Severe Allergy Medical Management Plan Signature Page.
- Notify the administrator and parent/guardian.
- Call the CDE's School Health Connections Office at 916-319-0914.

Automated External Defibrillator (AED)

Steps in the Emergency Use of an Automated External Defibrillators (AED) during sudden cardiac arrest.

Before Using the AED

These AED steps should be used when caring for a non-breathing child aged 8 or older who weighs more than 55 pounds, or an adult.

After checking the scene and ensuring that the person needs help, you should ask a bystander to call 911 for help, then:

1. Turn on the AED and follow the visual and/or audio prompts.
2. Open the person's shirt and wipe his or her bare chest dry. If the person is wearing any

medication patches, you should use a gloved (if possible) hand to remove the patches before wiping the person's chest.
3. Attach the AED pads, and plug in the connector (if necessary).
4. Make sure no one, including you, is touching the person. Tell everyone to "stand clear."
5. 5Push the "analyze" button (if necessary) and allow the AED to analyze the person's heart rhythm.
6. If the AED recommends that you deliver a shock to the person, make sure that no one, including you, is touching the person – and tell everyone to "stand clear." Once clear, press the "shock" button.
7. Begin CPR after delivering the shock. Or, if no shock is advised, begin CPR. Perform 2 minutes (about 5 cycles) of CPR and continue to follow the AED's prompts. If you notice obvious signs of life, discontinue CPR and monitor breathing for any changes in condition.

Resuscitation Orders

School employees are trained and expected to respond to emergency situations without discrimination. If any student needs resuscitation, staff shall make every effort to resuscitate him/her.

Staff members are prohibited from accepting or following any parental or medical "do not resuscitate" orders. School staff should not be placed in the position of determining whether such orders should be followed, and such Advance Directives shall not be communicated to staff. The principal, or designee, shall ensure that all parents/guardians are informed of this policy.

Opioid Overdose Response Protocol

STEP 1: Evaluate for Signs of Overdose.

a. All employees will be trained to recognize the following signs of an opioid overdose:
    - Unconsciousness or inability to awaken;
    - Slow or shallow breathing or breathing difficulty, such as choking sounds or a gurgling/snoring noise from a person who cannot be awakened; and
    - Fingernails or lips turning blue/purple.
b. If any person is suspected of suffering an overdose, any employee shall first attempt to stimulate the person by:
    - Calling the person’s name;
    - Then, vigorously grind knuckles into the sternum (breastbone) or rub knuckles on the person’s upper lip.
c. If the person responds, assess whether he or she can maintain responsiveness and breathing.

d. Continue to monitor the person, including breathing and alertness, and try to keep the person awake and alert.
e. If unresponsive, call 911, consider providing rescue breathing if the person is not breathing on their own or get help from someone trained in emergency response techniques.

STEP 2: Call 911. Calling 9-1-1 at the appropriate time is an essential step to getting someone with medical expertise to care for the person suspected of experiencing an opioid overdose. If no emergency medical services (EMS) or other trained personnel are on campus, activate the 9-1-1 emergency system immediately. All that needs to be reported is "Someone is unresponsive and not breathing" and then report the specific address and/or description of the location on the campus where the person is located. After relaying this information, follow the dispatcher's instructions. If appropriate, the 911 operator may instruct you to begin CPR and implement rescue breathing, which you may perform or have another responsible and/or trained adult perform. Follow these and all instructions given by 911 operators until emergency responders arrive.

If your school site is supplied with Narcan (Naloxone) proceed to STEP 3, otherwise skip to STEP 4

STEP 3: Administering Naloxone. Employees will be trained on the administration of naloxone according to the instructions provided with the naloxone product maintained at the school.

a. If a person does not respond within 2-3 minutes after administering a dose of naloxone administer a second dose of naloxone.
b. The duration of effect of naloxone depends on the dose, method of administration, and overdose symptoms. The goal of naloxone therapy should be to restore adequate spontaneous breathing, but not necessarily complete arousal.
c. More than one dose of naloxone may be needed to revive someone who is overdosing. People who have taken longer acting or more potent opioids may require additional doses or forms of naloxone therapy.
d. Comfort the person being treated, as withdrawal triggered by naloxone can feel unpleasant. Some people may become agitated or confused, which may improve by providing reassurance and explaining what is happening.

STEP 4: Support the Person's Breathing. Supporting breathing is an important intervention and may be lifesaving on its own. Rescue breathing can be very effective in supporting respiration, and chest compressions can provide ventilatory support. If trained to perform rescue breathing and comfortable doing so, it is recommended that you administer it to someone experiencing opioid overdose symptoms if they are having difficulty breathing. If you are not trained in rescue breathing or are not comfortable administering rescue breathing, call for help from school medical personnel, if any, or other individuals who may be trained in rescue breathing or other emergency medical response techniques.

a. Rescue breathing for adults involves the following steps:
    - Be sure the person's airway is clear (check that nothing inside the person's mouth or throat is blocking the airway).
    - Place one hand on the person's chin, tilt the head back, and pinch the nose closed.
    - Place your mouth over the person's mouth to make a seal and give two slow breaths.
    - Watch for the person's chest (but not the stomach) to rise.
    - Follow up with one breath every 5 seconds.
b. Chest compressions for adults involve the following steps:
    - Place the person on their back.
    - Press hard and fast on the center of the chest.
    - Keep your arms extended.

STEP 5: Assist Emergency Responders. After emergency responders arrive on site, assist them with any requests they may have while tending to the individual experiencing the overdose. Keep other students and unnecessary persons out of the way and make sure the path is clear to the individual needing emergency assistance and back to an ambulance, if necessary. Continue to comply with 911 operator instructions until told to hang up.

DO's and DON'Ts:

DO attend to the person's breathing and cardiovascular support needs by administering oxygen or performing rescue breathing and/or chest compressions.
DO put the person in the "recovery position" on the side, if you must leave the person unattended for any reason.
DO stay with the person and keep them warm.
DON'T slap or forcefully try to stimulate the person; it will only cause further injury. If you cannot wake the person by shouting, rubbing your knuckles on the sternum, or light pinching, the person may be unconscious.

DON'T put the person into a cold bath or shower. This increases the risk of falling, drowning, or going into shock.
DON'T try to make the person vomit drugs that may have been swallowed. Choking or inhaling vomit into lungs can cause a fatal injury.

Emergency Response Plan

The intent of this plan is to clarify school procedures in the case of an emergency. The objectives of our plan are the following:

1. To provide for action which will minimize injuries and loss of life of students and school and emergency personnel if an emergency occurs during school hours;
2. To provide for maximum use of school personnel and school facilities;
3. To ensure the safety and protection of our students and school personnel immediately after a disaster;
4. To arrange for a calm and efficient plan for parents/guardians to retrieve their children from school, should it be necessary, following a disaster.

To meet these objectives, in the event a disaster should occur when children are at school, the following action plan would be implemented.

Initial Response to Emergencies

School personnel are usually first on the scene of an emergency situation within the school. They will normally take charge and remain in charge of the emergency until it is resolved and will transfer command and incident management to the appropriate emergency responder agency with legal authority to assume responsibility. They will seek guidance and direction from local officials and seek technical assistance from state and federal agencies and industry where appropriate. **However, at no time will school officials transfer responsibility for student care.**

When an emergency situation occurs, school personnel must quickly determine what initial response actions are required. Determining the appropriate actions to take is a three-step process:

1. identify the type of emergency;
2. identify the level of emergency; and
3. determine immediate action(s) that may be required. Each of these steps is discussed in the following sections.

Identify Type of Emergency

The first step in responding to an emergency is to determine the *type* of emergency that has

occurred. Emergency procedures for the types of emergencies listed below are provided herein.

- Fire on School Grounds
- Earthquake
- Bomb Threat
- Intruder, Hostage Taking, Lockdown
- Severe Weather
- Extended Power Loss
- Poisoning, Chemical Spills, Hazardous Materials
- Biological or Chemical Attack
- Radiation Threat
- Armed Assault on Campus
- Drive-by Shooting
- Air Pollution / Smog
- Fallen Aircraft
- Explosion
- Unlawful Demonstration/Walkout
- Emergency phone numbers can be found at Appendix H.

In identifying the type of emergency, Voices will follow the Homeland Security Advisory Recommendation, as necessary.

Identify Level of Emergency

The second step in responding to an emergency is to determine the *level* of the emergency. For schools, emergency situations can range from a small fire to a major earthquake. To assist schools in classifying emergency situations, a three-tiered rating system is described below.

Level 1 Emergency: A *minor* emergency that is handled by school personnel without assistance from outside agencies, e.g., a temporary power outage, a minor earthquake, or a minor injury in the play yard.

Level 2 Emergency: A *moderate* emergency that requires assistance from outside agencies, such as a fire or a moderate earthquake, or a suspected act of terrorism involving the dispersion of a potentially hazardous material, e.g., “unknown white powder”.

Level 3 Emergency: A *major* emergency event that requires assistance from outside agencies such as a major earthquake, civil disturbance or a large-scale act of terrorism. For Level 3 emergencies, it is important to remember that the response time of outside agencies may be seriously delayed.

Notification Procedures

1. In case of an emergency at any school facility, the flow of information after calling 911, shall be from the school principal to the Voices Team Z office. Information should include the nature of the incident and the impact on the facility, students and staff.
2. In the event of a fire, anyone discovering the fire shall activate the building fire alarm system. Unless there is a lockdown incident or a shelter in place incident in progress, the building shall be evacuated. In the event that a lockdown or shelter-in-place incident is in progress, the evacuation shall be limited to the area immediately in danger from the fire.
3. In the event the Voices main office is in receipt of information, such as a weather warning that may affect a school within Voices, the information shall be provided to the school principal.

Determine Immediate Response Actions

Once the type and extent of an emergency have been identified, school personnel can determine if an *immediate response action* is required. The principal/designee will be responsible for activating the school emergency operations plan and the initial response. The most common immediate response actions initiated during school emergencies are:

- Duck and Cover
- Shelter-In-Place
- Lockdown
- Evacuate Building
- Off-Site Evacuation
- All Clear

Immediate Response Actions

Duck and Cover
This action is taken to protect students and staff from flying or falling debris.

Description of Action

1. This action is to be taken immediately in case of an earthquake once shaking is perceived by the teachers and staff, even without the initial announcement by the principal.
2. If possible, the principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal

or designee will use other means of communication, i.e., sending messengers to deliver instructions. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. AS YOU ARE AWARE, WE ARE EXPERIENCING SOME SEISMIC ACTIVITY. FOR EVERYONE'S PROTECTION, ALL STUDENTS SHOULD FOLLOW STAFF DUCK AND COVER PROCEDURES, WHICH MEANS YOU SHOULD BE IN A PROTECTED POSITION UNDER A TABLE OR DESK, AWAY FROM WINDOWS AND ANYTHING THAT COULD FALL AND HURT YOU. HOLD THIS POSITION UNTIL THE SHAKING STOPS OR YOU ARE GIVEN FURTHER INSTRUCTIONS."

3. If inside, teachers will instruct students to duck under their desks and cover their heads with their arms and hands.
4. If outside, teachers will instruct students to drop to the ground, place their heads between their knees, and cover their heads with their arms and hands.
5. Teachers and students should move away from windows.

Shelter-in-Place

This action is taken to place and/or keep students indoors in order to provide a greater level of protection from airborne contaminants in outside air. Shelter-in-Place is implemented when there is a need to isolate students and staff from the outdoor environment, and includes the shutdown of classroom and/or building HVAC systems. During Shelter-in-Place, no one should be exposed to the outside air.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building. However, classes in bungalows and buildings with exterior passageways will have to remain in the classroom.

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. BECAUSE WE HAVE RECEIVED INFORMATION REGARDING A HAZARD IN THE COMMUNITY, WE ARE INSTITUTING SHELTER-IN-PLACE PROCEDURES. REMEMBER, THIS MEANS STUDENTS AND STAFF ARE TO REMAIN INSIDE THE BUILDING AWAY FROM OUTSIDE AIR WITH WINDOWS AND DOORS SECURELY CLOSED AND AIR CONDITIONING UNITS TURNED OFF. ALL STUDENTS AND STAFF THAT ARE OUTSIDE ARE TO IMMEDIATELY MOVE TO THE PROTECTION OF AN INSIDE ROOM. AS SOON AS WE HAVE FURTHER INFORMATION, WE WILL SHARE IT WITH YOU."

2. If inside, teachers will keep students in the classroom until further instructions are given.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers should consider the location and proximity of the identified hazard and, if necessary, proceed to an alternative indoor location.
4. Teachers are responsible to secure individual classrooms whereas the Business Manager will assist in completing the procedures as needed: shut down the classroom / building(s) HVAC system; turn off local fans in the area; close and lock doors and windows; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.

Lockdown (or "Code Red")

This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lockdown, students are to remain in the classrooms or designated locations at all time.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building.

For campuses located in Santa Clara County, if there is an active shooter on campus, students and staff should immediately utilize the Run, Hide, Defend protocol.
**Run, Hide, Defend is to be used for students in 3rd grade and above. For 2nd grade and below, the appropriate response should be determined by on-scene school staff.
** A predetermined meeting point should not be established

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., PHONES, TEXT, ETC. DO NOT SEND messengers to deliver instructions IN CODE RED SITUATION. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE HAVE AN EMERGENCY SITUATION AND NEED TO IMPLEMENT LOCKDOWN PROCEDURES. TEACHERS ARE TO LOCK CLASSROOM DOORS AND KEEP ALL STUDENTS INSIDE THE CLASSROOM UNTIL FURTHER NOTICE. DO NOT OPEN THE DOOR UNTIL NOTIFIED BY AN ADMINISTRATOR OR LAW ENFORCEMENT. IF OUTSIDE, STUDENTS AND STAFF ARE TO PROCEED INSIDE TO THE NEAREST BUILDING OR CLASSROOM."

2. If inside, teachers will instruct students to lie on the floor, lock the doors, and close any shades or blinds if it appears safe to do so.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium).
4. Custodian will check and lock all bathrooms.
5. Teachers and students will remain in the classroom or secured area until further instructions are given by the principal or law enforcement.
6. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel, shall be allowed on campus.

Evacuate Building

This action is taken after the decision is made that it is unsafe to remain in the building.

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the Principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE NEED TO INSTITUTE AN EVACUATION OF ALL BUILDINGS. TEACHERS ARE TO TAKE THEIR STUDENTS TO THE ASSEMBLY AREA AND REPORT TO THEIR DESIGNATED AREA. STUDENTS ARE TO REMAIN WITH THEIR TEACHER. TEACHERS NEED TO TAKE THEIR ROLLBOOK AND LOCK THE

CLASSROOM WHEN ALL STUDENTS HAVE EXITED THE CLASSROOM."

2. The principal or designee will initiate a fire alarm.
3. Teachers will instruct students to evacuate the building, using designated routes, and assemble in their assigned *Assembly Area*.
4. Teachers will take the student roster when leaving the building and take attendance once the class is assembled in a safe location.
5. Once assembled, teachers and students will stay in place until further instructions are given.

Off-Site Evacuation

This action is taken after a decision is made that it is unsafe to remain on the campus, and evacuation to an off-site assembly area is required.

Description of Action

1. The principal or designee will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE NEED TO INSTITUTE AN OFF-SITE EVACUATION. TEACHERS ARE TO TAKE THEIR STUDENTS TO THE OFF-SITE ASSEMBLY AREA AND REPORT TO THEIR DESIGNATED AREA. STUDENTS ARE TO REMAIN WITH THEIR TEACHER. TEACHERS NEED TO TAKE THEIR ROLLBOOK AND LOCK THE CLASSROOM WHEN ALL STUDENTS HAVE EXITED THE CLASSROOM."

2. The principal or designee will determine the safest method for evacuating the campus. This may include the use of school buses or simply walking to the designated off-site location. The off-site assembly areas are indicated on the Evacuation Map.
3. Teachers will secure the student roster when leaving the building and take attendance once the class is assembled in a pre-designated safe location.
4. Once assembled off-site, teachers and students will stay in place until further instructions are given.
5. If the event clearance is received from appropriate agencies, the principal or designee may authorize students and staff to return to the classrooms.

Staff Responsibilities:

Principal
- Orders evacuation via all-call systems and with the bell system.
- Takes student accounting as classes leave the school site.
- Does a final check of buildings and leaves for the evacuation site.
- Communicates with Designee as needed

Principal's Designee
- Takes student accounting as classes leave the school building.
- Does a final check of buildings and leaves for the evacuation site.
- Communicate with the principal as needed.

Teachers
- Teachers prepare to evacuate by:
- Getting an Emergency **Backpack.**
- Turning **off** air/heating.
- Taking student count before exiting the room.
- Students ***take*** jackets, but ***leave*** backpacks, etc.
- Walk class in an orderly and quiet manner to the assigned evacuation point.

Custodian
- Evaluates overall campus condition and takes precautionary action.
- Take necessary emergency precautions with gas, electricity, etc.
- Reports to principal or designee when the preceding actions are complete.

Adaptations for Students with Disabilities

Students with known disabilities should have emergency response accommodations noted in their 504 or IEP to indicate additional assistance that may need to be implemented in case of various emergencies covered by this safety plan. Students with known disabilities will also have a pre-designated location in their classrooms that are reserved for them during lockdown, shelter-in-place, and earthquakes.

In the event of an emergency, students with disabilities may have an additional staff person assigned to their classroom to carry out accommodations and assistance with disaster response procedures. The additional staff person will assist the student and teacher during the emergency response.

General Strategies for Assisting Individuals with Disabilities During an Emergency

The needs and preferences of non-ambulatory individuals will vary. Those at ground floor locations may be able to exit without help. Others may have minimal ability to move, and lifting may be dangerous. Some non-ambulatory people also have respiratory complications. Remove them from smoke and vapor immediately.

To alert visually impaired individuals

- ❑ Announce the type of emergency.
- ❑ Offer your arm for guidance.
- ❑ Tell the person where you are going, obstacles you encounter.

When you reach safety, ask if further help is needed.

To alert individuals with hearing limitations

- ❑ Turn lights on/off to gain a person's attention -OR-
- ❑ Indicate directions with gestures -OR-

Write a note with **EVACUATION** directions.

To evacuate individuals using crutches, canes or walkers

- ❑ **Evacuate** these individuals as injured persons.
- ❑ Assist and accompany to **EVACUATION** site, if possible -OR-
- ❑ Use a sturdy chair (or one with wheels) to move person -OR-

Help carry individuals to safety.

To evacuate individuals using wheelchairs

- ❑ Give priority assistance to wheelchair users with electrical respirators.
- ❑ Most wheelchairs are too heavy to take downstairs; consult with the person to determine the best carry options.

Reunite the person with the wheelchair as soon as it is safe to do so.

All Clear

This action is taken to notify teachers that normal school operations can resume.

Description of Action

1. The principal or designee will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal or designee will use other means of communication, i.e., sending messengers to deliver instructions.

"YOUR ATTENTION PLEASE. IT IS NOW SAFE TO RETURN TO YOUR CLASSROOM AND RESUME NORMAL OPERATIONS. I WOULD LIKE TO THANK AND COMMEND STUDENTS AND STAFF FOR THEIR COOPERATION."

2. This action signifies the emergency is over.
3. If appropriate, teachers should immediately begin discussions and activities to address students' fears, anxieties, and other concerns.

Training and Exercise

Voices understands the importance of training, drills, and exercises in the overall emergency management program. To ensure that school personnel and community first responders are aware of their duties and responsibilities under the school plan and the most current procedures, the following training, drill and exercise actions will occur.

1. Training and refresher training sessions shall be conducted for all school personnel. In case of academic staff, training should coincide with the Summer Professional Development. Training for the remainder of the support staff shall be held at a time during the school year that will allow for maximum attendance. Records of the training provided including date(s), type of training and participant roster will be maintained.
2. Information addressed in these sessions will include updated information on plans and/or procedures and changes in the duties and responsibilities of plan participants. Discussions will also center on any revisions to additional materials. Input from all employees is encouraged.
3. Voices will plan for 1) Earthquake, 2) Fire and 3) Evacuation drills 4) Code Red.

This plan addresses emergency actions that are conducted during all four phases of emergency management.

Note Regarding Code Red Drills

Education Code section 32282, subdivision (a)(2)(K), restricts the drill procedures that can be used to prepare students for active shooter situations. Accordingly, whenever a Code Red drill is held to prepare students for responding to an active shooter, those drills shall be designed to comply with the following features:

(1) Code-Red/Lockdown drills shall not be "high-intensity" drills, meaning they shall not include simulations that mimic an actual school shooter or other armed assailant, such as by using theatrical makeup, fake blood, actors, or participation of students in acting out active resistance to an assailant.

(2) The drill shall not use real weapons, gunfire blanks, or explosions.
(3) The drill shall be designed pursuant to a trauma-informed approach, meaning:
    (a) It shall be age and developmentally appropriate in content and terminology, as determined in consultation with school-based mental health professionals;
    (b) Advance notice of the drill (and its expected length of time) shall be provided to parents and guardians, teachers, administrators, and school personnel;
    (c) It shall offer the opportunity for parents/guardians to opt their students out of participation;
    (d) An announcement of the drill shall be given before and after the drill;
    (e) A notice shall be given to parents/guardians after the drill has concluded; and
    (f) The school shall provide contact information for community-based resources to parents/guardians, pupils, and staff who are negatively impacted by the drills.

Mitigation/Prevention

Voices will conduct mitigation/prevention activities as an integral part of the emergency management program. Mitigation/prevention is intended to eliminate hazards and vulnerabilities, reduce the probability of hazards and vulnerabilities causing an emergency situation, or lessen the consequences of unavoidable hazards and vulnerabilities. Mitigation/prevention should be a pre-disaster activity, although mitigation/prevention may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Among the mitigation/prevention activities included in the emergency operations program are:

1. Identifying hazards
2. Recording hazards
3. Analyzing hazards
4. Mitigating/preventing hazards
5. Monitoring hazards
6. Security Audit

Preparedness

Preparedness activities will be conducted to develop the response capabilities needed in the event of an emergency. Among the preparedness activities included in the emergency operations program are:

1. Providing emergency equipment and facilities.

2. Emergency planning, including maintaining this plan.
3. Involving emergency responders, emergency management personnel, other local officials, and volunteer groups who assist this school during emergencies in training opportunities.
4. Conducting periodic drills and exercises to test emergency plans and training.
5. Completing an After Action Review after drills, exercises and actual emergencies.
6. Revise plan as necessary.

Please refer to Appendix I for the School Crisis Response Box Checklist.

Response

Voices will respond to emergency situations effectively and efficiently. The focus of most of this plan is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation quickly, while minimizing casualties and property damage. Response activities include warning, first aid, light fire suppression, law enforcement operations, evacuation, shelter and mass care, light search and rescue, as well as other associated functions.

Recovery

If a disaster occurs, Voices will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the school and provide for the basic needs of the staff and students. Long-term recovery focuses on restoring the school to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to students, families and staff. Examples of recovery programs include temporary relocation of classes, restoration of school services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged stadiums and athletic facilities.

Emergencies Occurring During Summer or Other School Breaks

If a school administrator is notified of an emergency during the summer, the response usually will be one of limited school involvement. In that case, the following steps should be taken:

1. Disseminate information to the principal/designee, the Business Manager, and the parent liaison.
2. Identify close friends/staff most likely to be affected by the emergency. Keep the list and recheck it when school reconvenes.
3. Notify staff or families of students most likely to be affected by the emergency and recommend community resources for support.

4. Notify general faculty/staff by letter or telephone with appropriate information.
5. Schedule a faculty meeting for an update the week before students return to school.
6. Be alert for repercussions among students and staff.

When school reconvenes, check the core group of friends and other at-risk students and staff, and institute appropriate support mechanisms and referral procedures.

Evacuation Routes

Evacuation route maps have been posted in each work area.

Beyond planning for daily ingress/egress routes and emergency evacuation routes, schools must plan for assisting students, staff and visitors with disabilities. Under the Americans with Disabilities Act of 1990, individuals who are deaf/hard of hearing, blind/partially sighted, mobility impaired and/or cognitively/emotionally impaired must be assisted.

In the event of an airborne chemical or biological release, it is safest for students and staff to remain indoors at the school site.

Special Information For Parents

Telephones/Communications

In the event of an earthquake, flood or other natural disaster, keep your radios tuned to your local radio station for advisory information. Please do not call the school as we must have the lines open for emergency calls.

In the event of an emergency, we will share information with families via the school's automated communications system. Please make sure your updated contact information is in our system.

"YOUR ATTENTION PLEASE. THIS IS (NAME & TITLE) WITH AN IMPORTANT MESSAGE CONCERNING ALL OF VOICES COLLEGE-BOUND LANGUAGE ACADEMIES. AS YOU ARE AWARE, WE ARE EXPERIENCING SOME SEISMIC ACTIVITY. FOR EVERYONE'S PROTECTION, KEEP YOUR RADIOS TURNED TO YOUR LOCAL RADIO STATION FOR ADVISORY INFORMATION. PLEASE DO NOT CALL THE SCHOOL AS WE MUST HAVE THE LINES OPEN FOR EMERGENCY CALLS. WE WILL UPDATE YOU AS SOON AS WE HAVE FURTHER INFORMATION."

Dismissal

Should there be a major earthquake or other disaster, children will remain under the supervision of school authorities until parents or responsible adults can pick them up.

Student Release Procedure

1. Go directly to the entrance of the school or evacuation area.
2. Inform the teacher, aide or adult responsible for that classroom that you are taking the child from the class line.
3. Proceed with the child back to Student Release Tables to sign a Student Release/Runner Form (Appendix K) form for each child you are taking. Do not remove your child or any other child from school without signing the emergency release form. This provides us a record of where each child is if someone else arrives later looking for the child.
4. Unless you are staying to volunteer, please leave as quickly as possible after signing out your child.
5. Adults will be needed to help with first aid, dismissing students, helping with classes, monitoring traffic, etc. If you are able to volunteer to help, go directly to the Command Center (Appendix L) where the Business Manager will give you an assignment. Volunteers should leave children with their classes and not sign student release form(s) until they are ready to leave.

If You Can't Get to the School

Should a major disaster occur, it is likely that many parents will not be able to reach the school right away. If conditions make it necessary, we will release your child to the adult indicated on your child's Emergency Release form. We will keep a written record of the child and the adult to whom the child has been released.

The school principal or teacher in charge will determine the need to leave the building. In the event the building cannot be reoccupied or if a fire requires evacuation of the school, the students will be transferred to the nearest available safe shelter.

If the children are caught in a disaster between home and school, it is recommended that they go immediately to school.

Responding to Emergencies

The following pages outline how staff should respond in the event of specific emergency situations:

Fire

When the fire is discovered:

- Activate the nearest fire alarm (if installed)
- Notify the local Fire Department by calling: **911**
- If the fire alarm is not available, notify the site personnel about the fire emergency: Call Teachers' 2-way radio

Evacuation Process for Teachers:

1. Get emergency backpack
2. Get your class roster (clipboard).
3. Get the evacuation map (clipboard).
4. Count your students before you leave the room.
5. Close your door upon exiting the room.
6. Zero noise is to be adhered as the class walks to and waits at the Assembly Area.
7. Take roll at the Assembly Area.
8. Listen for direction from the principal.

The School needs to:

1. Notify the Fire Department by dialing 911. The Fire Department is to be notified of any fires larger in size than a wastebasket. The Fire Department should be given the following information:

Voices Morgan HIll
16505 Monterey Road
Morgan Hill, CA 95037
(408) 791-1700

Voices Franklin McKinley
715 Hellyer Avenue
San Jose, CA 95111
(408) 361-1960

Voices Mount Pleasant
14271 Story Road
San Jose, CA 95127
(408) 571-6404

Voices West Contra Costa
201 28th Street,
Richmond, CA 94804
(510) 480-0540

Voices Stockton
321 E Weber Ave
Stockton, CA 95202
(209)-455-5162

a. Exact location of the fire within the building

2. Have students and staff evacuate the building in accordance with established procedures.

Fight the fire ONLY if:

- The fire department has been notified; The fire extinguisher is in working condition
- The fire is small and is not spreading to other areas
- Escaping the area is possible by backing up to the nearest exit

Upon being notified about the fire:

- Leave the building using the designated escape routes
- Assemble in the designated area (see evacuation map)
- Remain outside until directed that it is safe to reenter

Business Manager and school support staff must:

- Disconnect utilities & equipment unless doing so jeopardizes his/her safety
- Coordinate an orderly evacuation of personnel
- Perform an accurate headcount of personnel reported to the designated area
- Determine a rescue method to locate missing personnel
- Provide the Fire Department personnel with the necessary info about the facility
- Perform assessment & coordinate weather forecast office emergency closing procedures

School support staff must:

- Ensure that all employees have evacuated the area / floor
- Report any problems to the principal/designee at the assembly area
- Assist all physically challenged employees and students in emergency evacuation

*****The principal/designee is the ONLY PERSON authorized to sign out a child in the event of ANY**

emergency***

Scenario 1: Fire In Surrounding Area

This procedure addresses the situation where a fire is discovered in an area adjoining the school. The initiated response actions should take into consideration the location and size of the fire, its proximity to the school and the likelihood that the fire may affect the school.

Procedure

- The principal/designee will initiate the appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, LOCKDOWN, EVACUATE BUILDING or OFF-SITE EVACUATION.
- The principal/designee will notify “911” and will provide the location and nature of the emergency.
- The principal/designee will instruct the Business Manager to prevent students from approaching the fire and keep routes open for emergency vehicles.
- The principal/designee will contact the local fire department and will work with the fire department to determine if school grounds are threatened by the fire, smoke, or other hazardous conditions.
- If the principal/designee issues the EVACUATE BUILDING action, staff and students will evacuate the affected building(s) using prescribed routes or other safe routes to the Assembly Area.
- In the event of an evacuation, teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
- The principal/designee will keep a battery-powered radio tuned to a local radio station for emergency information.
- As appropriate, the principal/designee will activate the BrightArrow Parent Alert System.
- The principal/designee will notify Team Z of the emergency situation.
- The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

Fire On School Grounds

This procedure addresses situations where a fire is discovered on school grounds. A quick response to this situation is very important to prevent injuries and further property damage.

Procedure

1. Upon discovery of a fire, teachers or staff will direct all occupants out of the building, signal the fire alarm, and report the fire to the principal/designee.

2. The principal/designee will immediately initiate the EVACUATE BUILDING action. Staff and students will evacuate buildings using the prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
4. The principal/designee will call “911” and will provide the exact location (e.g., building, room, area) of the fire.
5. Attempt to suppress fires and initiate rescue procedures until the local fire department arrives ONLY if the fire is small and is not spreading to other areas and/or escaping the area is possible by backing up to the nearest exit.
6. The Business Manager will secure the area to prevent unauthorized entry and keep access roads clear for emergency vehicles.
7. A School Administrator will direct the fire department to the fire and brief fire department official on the situation.
8. The Business Manager will notify the appropriate utility company of damages.
9. The principal/designee will notify Team Z of the fire.
10. Any affected areas will not be reopened until the Santa Clara, Contra Costa, or San Joaquin County Fire Department or appropriate agency provides clearance and the principal/designee issues authorization to do so.
11. For fires during non-school hours, the principal/designee and Team Z will determine if the school will open the following day.
12. All fires, regardless of their size, which are extinguished by school personnel, require a call to the Fire Department to indicate “fire is out.”

Earthquake Procedure

What to Expect During an Earthquake

The first indication of a damaging earthquake may be a gentle shaking, the swaying of hanging objects or the sound of objects wobbling on shelves. You may be jarred by a violent jolt. You may hear a low, loud, rumbling noise and then feel shaking, making it very difficult to move from one place to another. The following may occur:

- Freestanding bookshelves may topple
- Wall-mounted objects may loosen and fall
- Suspended ceiling components may fall, causing others to come down with them
- Door frames may be bent by moving walls and may jam doors shut
- Moving walls may bend window frames, causing glass to shatter, sending dangerous shards into the room
- The accompanying noise may cause considerable stress

During an actual earthquake, the signal to begin the emergency procedure is the sensation of severe quaking.

If you are NOT told to Evacuate, each teacher needs to:

Take cover under a sturdy desk or table, in a doorway, or against an inside wall until the shaking stops. Give the DROP AND COVER command.

DUCK, or **DROP** down on the floor.

Take **COVER** under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.

HOLD onto the furniture and be prepared to move with it.
Stay in this position for at least one minute or, in a real situation, until shaking stops.

After shaking stops, check for injuries, and render first aid.
If you are instructed to evacuate, each teacher needs to:

1. Get your class roster (backpack).
2. Get the evacuation map (backpack).
3. Count your students before you leave the room.
4. Be last to leave the classroom but once out of the room get to the front of the student line.
5. Ensure that your door is open upon exiting the room.
6. Bring your emergency backpack to the outdoor Assembly Area.
7. Zero noise is to be adhered as the class walks to and waits

Staff Responsibilities

The staff responsibilities during an earthquake are slightly different from the responsibilities during a fire drill. Please read the following carefully:

Principal or designee	Initiates fire/evacuation drill. Evacuates students. Evaluates overall campus condition and takes precautionary action. Determines if conditions warrant forming a search and rescue team to find missing students. Determines when it is safe to return to class. Follow fire / evacuation written procedures at appropriate times.

Business Manager	Calls 911. Follow fire / evacuation drill procedures at appropriate times.
Custodian	Evaluates overall campus condition and takes precautionary action. Take necessary emergency precautions with gas, electricity, etc. Reports to principal when the preceding actions are complete.
Teachers	Initiate ***drop and cover*** procedures. Follow fire/evacuation drill procedures at appropriate times.
Students	Respond to the earthquake drill in a quick, calm and orderly manner. Listen and respond quickly to all instructions from staff.
Other Personnel	Drop and cover procedures. Follow fire/evacuation plan at appropriate time. Support teachers, assist students

Re-entry into Classrooms

The principal/designee will consider the severity of the emergency. If deemed safe, students will re- enter the campus. In **drill** situations, the announcement: "**All Clear**" will be announced on the PA System/Two-way radio .

Procedures of Injured Parties

In the event that the emergency situation warrants a lockdown of the campus, injured parties should be taken to the cafeteria or designated triage area.

Release of Staff

Once the student body is as safe and secure as possible, teachers will remain with their students until the principal or designee releases staff to attend to personal situations, families and home. ***Building evacuation following an earthquake is vital due to secondary hazards (explosions, fire, etc.)***

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

****The principal/designee is the only person who may check out a child in the case of any emergency.****

Bomb Threat

General Information

Every person answering the telephone must understand the importance of a calm and reasonable action when a bomb threat is received. Information obtained by that person might be of great importance! Please see Appendix J for the Telephone Bomb Threat Reporting Procedure.

Person Receiving the Threat

Attempt to keep the caller on the line. Get as much information as possible from the caller. Refer to Bomb Threat Reporting Procedure and record appropriate data.

Immediately after receiving the threat, report all information to the principal or closest designee to the office. The principal or designee will coordinate procedures and make reports to the proper authorities.

Staff Responsibilities

Principal

- Assumes command of the crisis until replaced by the fire department/Sheriff's Department**.**
- Uses the bell system to signal (short bells in series) and the all-call system to announce,

"Your attention please. Your attention please. Evacuate the building – Evacuate the building."

- With the Business Manager or custodian, makes a search of the entire campus.
- Upon consultation with law enforcement/fire department (usually after inspection by law enforcement) declares the buildings to be unsafe.
- If school buildings are deemed unsafe, students will be transported (Directed Transportation) and parents will be notified.
- If the campus is inspected and declared safe, students will re-enter classrooms.

Principal's Designee

- Searches the office and reports any relevant information to the principal.
- Reports to the principal and assists as necessary.

Teachers

- Make a prompt visual search of the classroom and report any relevant information to the administration by phone, (missing students.)

- If a teacher receives a bomb threat refer to the bomb threat reporting checklist.
- Call the office and inform them of the threat. Office to call 911.
- If evacuation is ordered, **take students** to the designated evacuation area along with an emergency **backpack**.
- Leave the room unlocked and turn off lights as you leave.

Custodian

- Check all restrooms and perimeters around buildings, back and side gates.
- In the event the custodial staff is not on campus for any reason, the following backup plan will be followed: The **principal** and **principal's designee** will split the duties of the custodian.
- Will lock all gates

Intruder / Hostage Taking / Lockdown Procedure (Code Red)

If someone enters the school grounds or buildings with a deadly weapon:

1. Avoid confronting the student or gunman.
2. Notify the School principal, or his/her designee, or school office immediately.
3. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.

The school principal, or his/her designee, should follow these guidelines:

1. Notify law enforcement immediately.
2. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.
3. Determine the level of threat. If the level of threat is high, call for additional backup.
4. Attempt to get the weapon from the gunman or student through negotiation, or take other appropriate action with the aid of local law enforcement.
5. If the level of threat is low, call the student to the office and have law enforcement take the appropriate action.

In case there is a HOSTAGE SITUATION at the school, staff should:

1. Stay Calm / Do NOT be a Hero
2. Follow instructions of the captor.
3. Cooperate; be friendly if possible; don't argue with or antagonize captor or other hostages.
4. Inform captors of medical or other needs.
5. Be prepared to wait; elapsed time is a good sign.
6. Don't try to escape; don't try to resolve the situation by force.

7. Be observant and remember everything that is seen or heard.
8. If a rescue takes place, lie on the floor and await instructions from rescuers.
9. The school principal, or his/her designee, should be responsible for the following:
10. Immediately notify law enforcement.
11. Move other students and teachers completely away from those who are in the hostage situation.
12. Keep everyone as calm as possible.
13. Be prepared to answer questions from the family.

Lockdown Procedure

If someone enters the school grounds or buildings with a deadly weapon, the staff should follow these guidelines:

1. Avoid confronting the student or gunman.
2. Notify the school principal, or his/her designee, or school office immediately.
3. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.

The school principal, or his/her designee, should follow these guidelines:

1. Notify law enforcement immediately.
2. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.
3. Determine the level of threat. If the level of threat is high, call for additional backup.
4. Give the "Lockdown Order" to all Teachers.

Classroom Teacher Should:

1. Lock the classroom door when the "Lockdown Order" is given.
2. Barricade the door and any entrance to the classroom
3. Build a separate barricade for the students to hide behind
4. Quiet the students
5. Take roll
6. Wait for the "All Clear" order

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Armed Assault on Campus

An **Armed Assault on Campus** involves one or more individuals who attempt to take hostages or cause physical harm to students and staff. Such an incident may involve individuals who possess a

gun, a knife or other harmful device.

Procedure

1. Upon first indication of an armed assault, personnel should immediately call "911" and then notify the principal/designee.
2. The principal/designee will initiate the appropriate Immediate Response Action(s), which may include SHELTER-IN-PLACE, LOCKDOWN, EVACUATE BUILDING or OFF-SITE EVACUATION.
   For campuses located in Santa Clara County, if there is an active shooter on campus, students and staff should immediately utilize the Run, Hide, Defend protocol.
   **Run, Hide, Defend is to be used for students in 3rd grade and above. For 2nd grade and below, the appropriate response should be determined by on-scene school staff.
   ** A pre-determined meeting point should not be established
3. The principal/designee will call "911" and provide the exact location and nature of the incident. The principal/designee should designate a person to remain online with Police if safe to do so. If there is an assigned officer on campus, they shall be notified.
4. Staff should take steps to calm and control students, and if safe to do so, attempt to maintain separation between students and the perpetrator.
5. Staff should maintain order in all areas of assembly or shelter, and should await the arrival of law enforcement.
6. After the perpetrator(s) has been neutralized, the principal/designee will conduct a headcount of students and staff, and will notify law enforcement of any missing persons.
7. The school staff will work with local authorities to ensure injured students and staff receive medical attention.
8. The Business Manager will control all points of entry to the school.
9. The principal/designee will prepare a verified list of casualties, and the locations to which they were transported. The Principal/designee will work with the local Police Department to ensure the notification of parents and family members.
10. All media inquiries will be referred to the principal/designee and local Police Department.
11. The principal/designee will debrief staff and school police officers.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Drive-by Shooting

With the availability of weapons and the increase in gang activity, it is possible that a drive-by shooting could occur at or near a school site. The immediate concern is the safety of students and

staff.

If you suspect that shots may have been fired from a passing vehicle:

1. Have staff and students lie flat on the ground and keep as low as possible.
2. If safe, look at the vehicle, try to identify:
    a. License plate number
    b. Type of vehicle
    c. Occupants
    d. Weapons

Immediately after the vehicle is gone:

1. Contact School Office
2. Office Staff will call 911
3. Principal/Designee will order Secure Building
4. Assess injuries, if any.
5. Have students move safely and quickly to their classrooms.
6. Do not move those seriously injured unless imminent danger exists. If the injured are ambulatory, move them to a safe shelter.
7. Immediately notify the office of the situation and report the extent of any injuries.
8. Stay with the injured until emergency services arrive.
9. Assist the authorities with as much detail as possible.
10. Alert Team Z of the incident.
11. If the media arrives, they should be directed to the CEO.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Severe Weather

Flood

If Indoors:

- Be ready to evacuate as directed by the principal and/or the designated official
- Follow the recommended primary or secondary evacuation routes

If Outdoors:

- Climb to high ground and stay there
- Avoid walking or driving through flood water
- If car/bus/van stalls, abandon it immediately and climb to a higher ground

Tornado

- When a warning is issued by sirens or other means, seek inside shelter. Consider the following safe places:
  - Small interior rooms on the lowest floor and without windows
  - Hallways on the lowest floor away from doors and windows
  - Rooms constructed with reinforced concrete, brick or no windows
  - Stay away from outside walls & windows
  - Use arms & protect head & neck
  - Remain sheltered until the tornado threat is announced to be over

Extended Power Loss

In the event of extended power loss to a facility certain precautionary measures should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and affecting sensitive equipment
- Facilities with freezing temperatures should turn off and drain the following lines in the event of a long term power loss:
  - Fire sprinkler system
  - Standpipes
  - Potable water lines
    - Toilets
- Equipment that contain fluids that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids or provided with auxiliary heat sources

Upon Restoration of Heat & Power:

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensation from forming on circuitry
- Fire and potable water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on

Poisoning, Chemical Spills, Hazardous Materials Safety

Poisoning

If a student ingested a poisonous substance:

- Call **Poison Control Center Link Line 1-800-222-1222**. Take appropriate first aid measures.
- Call parents.
- Notify principal/designee.

When a large chemical spill has occurred:

- Immediately notify the principal or his/her designee
- Contain the spill with available equipment
- Secure the area & alert other site personnel
- Do not attempt to clean the spill unless trained to do so
- Attend to injured personnel & call the medical emergency number if required
- Call a local spill cleanup company or the Fire Department to perform a large chemical spill cleanup
- Evacuate building as necessary

When a small chemical spill has occurred:

- Notify the principal or his/her designee
- If toxic fumes are present, secure the area to prevent other personnel/students from entering
- Small spills must be handled in a safe manner, while wearing the proper PPE
- Review general spill cleanup procedures

Name of Spill Cleanup Company: **County of Santa Clara – Dept. of Environmental Health (408) 918-3400, Contra Costa Health Services (408) 925-335-3200, San Joaquin County - Dept. of Environmental Health (209) 468-3439**

Hazardous Substances

Hazardous Substances include the following, but is not limited to the following:

Gasoline	Lacquer Thinner
Solvents	Paint
Motor Oil	Agricultural Spray
Diesel Fuel	Paint Thinner

Kerosene Stain

Anti-Freeze Brake Fluid

Airborne Gasses/Fumes

Always call for assistance and:

- Extinguish all ignition sources
- Shut off main emergency switch to fuel pump, if appropriate
- Move appropriate fire extinguishing equipment to area
- If possible, contain the spill to prevent further contamination

Move people/personnel away or evacuate from contaminated area

Biological / Chemical Attack

A **Biological or Chemical Release** is an incident involving the discharge of a biological or chemical substance in a solid, liquid or gaseous state. Such incidents may also include the release of radioactive materials. Common chemical threats within or adjacent to schools include the discharge of acid in a school laboratory, an overturned truck of hazardous materials in proximity of the school, or an explosion at a nearby oil refinery or other chemical plant.

The following indicators may suggest the release of a biological or chemical substance: Multiple victims suffering from watery eyes, twitching, choking or loss of coordination, or having trouble breathing. Other indicators may include the presence of distressed animals or dead birds.

This procedure deals with three possible scenarios involving the release of biochemical substances: Scenario 1 - Substance released inside a room or a building; Scenario 2 - Substance released outdoors and localized; and Scenario 3 - Substance released in the surrounding community. It is necessary to first determine which scenario applies and then implement the appropriate response procedures listed below.

Procedure

Scenario 1: Substance Released Inside a Room or Building

1. The principal/designee will initiate the EVACUATE BUILDING action. Staff will use designated routes or other alternative safe routes to an assigned Assembly Area, located upwind of the affected room or building.
2. The principal/designee will call “911” and the **California Emergency Management**

Agency, State Warning Center 1-800-852-7550 and will provide the exact location (e.g., building, room, area) and nature of emergency.

3. The principal/designee will notify Team Z of the situation.
4. The principal/designee will instruct school staff to isolate and restrict access to potentially contaminated areas.
5. The Business Manager will turn off local fans in the area of the release, close the windows and doors, and shut down the building's air handling system.
6. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated "topically" by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). The Business Manager should assess the need for medical attention.
7. The Business Manager will prepare a list of all people in the affected room or contaminated area, specifying those who may have had actual contact with the substance. The Business Manager will provide the list to the principal/designee and the emergency response personnel.
8. Any affected areas will not be reopened until the Santa Clara County/Contra Costa County/San Joaquin County HazMat or appropriate agency provides clearance and the principal/designee gives authorization to do so.

Scenario 2: Substance Released Outdoors and Localized

1. The principal/designee will immediately direct staff to remove students from the affected areas to an area upwind from the release. The principal/designee will, if necessary, initiate the EVACUATE BUILDING action.
2. The Business Manager will establish a safe perimeter around the affected area and ensure personnel do not reenter the area.
3. The principal/designee will call "911" and the California Emergency Management Agency, **State Warning Center 1-800-852-7550** and will provide the exact location and nature of the emergency.
4. The principal/designee will notify Team Z of the situation.
5. The Business Manager will turn off local fans in the area of the release, close the windows and doors and shut down the air handling systems of affected buildings.
6. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated "topically" by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). The Business Manager should assess the need for medical attention.
7. The Business Manager will prepare a list of all people in areas of contamination, especially those who may have had actual contact with the substance. The Business Manager will provide the list to the principal/designee and the emergency response personnel.

8. Any affected areas will not be reopened until the appropriate agency provides clearance and the principal/designee gives authorization to do so.

Scenario 3: Substance Released in Surrounding Community

1. If the principal/designee or local authorities determine a potentially toxic substance has been released to the atmosphere, the principal/designee will initiate SHELTER-IN-PLACE.
2. Upon receiving the SHELTER-IN-PLACE notification, the Business Manager will turn off local fans in the area; close and lock doors and windows; shut down all buildings' air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.
3. Staff and students located outdoors will be directed to proceed immediately to nearby classrooms or buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers should communicate their locations to the principal/designee, using the PA System/Two-way radio or other means without leaving the building.
4. The principal/designee will call "911", and the California Emergency Management Agency, State Warning Center 1-800-852-7550 and will provide the exact location and nature of the emergency.
5. The principal/designee will notify Team Z of the situation.
6. The principal/designee will turn on a radio or television station to monitor information concerning the incident.
7. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance, or staff is otherwise notified by the principal/designee.

Pandemic Influenza

During an influenza pandemic, social distancing measures to limit the spread of the disease will include limited public gathering, canceling public events and closing public gathering places including schools, in coordination with local and state officials.

The pandemic cycle may repeat multiple times for a period of up to two years.

Level III Prevention: Schools are open

- Normal School Activities with:
  - Prevention Communications
  - Prevention & Mitigation Activities
  - Pre Planning Activities
  - Implementation of disinfecting protocols
  - Implementation of individual control measures and screening
  - Implementation of physical distancing guidelines
  - Training staff & students on how to limit the spread of COVID-19 and Promoting Healthy Hygiene Practices

- Implementation of COVID-19 Testing and Reporting Procedures

Level II Preparedness: Schools prepare for closure

- Plan for Continuity of Operations
- Plan for Continuity of Education
- Communication Plans
- Home learning/work Preparation Activities

Level I Response: Schools close

- Warning Phase:
  - Social Distancing
  - Minimum Days
  - No Extra-Curricular Activities
- Schools Close
  - Implement Continuity Plans

Level III Recovery & Prevention: Schools reopen

- Return to a “new normal”
- Establish routines
- Begin psychological recovery activities

Radiation Threat

A radiation threat, often called a "dirty bomb," is the use of common explosives to spread radioactive materials over a targeted area.

- If you are outside, cover your nose and mouth and quickly go inside a building that has not been damaged.
- If you are INSIDE, close windows and doors; turn off air conditioners, heaters or other ventilation systems.
- Steps for self-decontamination:
  - REMOVE YOUR CLOTHES and put them in a sealed plastic bag.
  - WASH SKIN as thoroughly as possible with lukewarm water.
  - LISTEN TO RADIO/PA System/Two-way radio for other instructions.

Air Pollution/Smog

Individuals Whom it May Affect

It is recommended that protective measures be taken by sensitive persons. These are persons with chronic lung disease or asthma, the elderly, the chronically ill and exercising children and adults.

Protective Actions

- Avoid strenuous outdoor physical activity during an episode.

- Avoid exertion or excitement, which will increase breathing rate.
- Plan indoor activities for students.
- Outdoor activities should be restricted beginning at stage two or when the media announces a bad air day.
- Remain indoors until the episode ends. Keep doors and windows closed, as indoor concentrations of ozone are about one-half that of outdoor levels.
- Use the air conditioner to recirculate indoor air and keep cool. High temperatures may add stress to the pollutant effects.
- Avoid aerosols, dust, fumes, and other irritants. Reduce activities such as cooking or cleaning, which produce irritants to the nose, eyes, and lungs.
- Avoid traffic-congested areas where pollutants are being generated, if you must go outside.
- During air pollution seasons, use the cooler morning hours for outdoor activities.
- Expect severity of symptoms to increase as ozone levels increase (coughing, wheezing, shortness of breath, headaches, chest discomfort and pain, etc.).
- If we are notified, via the health department/Team Z, that it is unhealthful for students to be outside, you will be notified, via the all-call system, that recesses are canceled.
- We will follow the “rainy day” schedule for lunch

AQI Basics for Ozone and Particle Pollution

Daily AQI Color	Levels of Concern	Values of Index	Description of Air Quality
Green	Good	0 to 50	Air quality is satisfactory, and air pollution poses little or no risk.
Yellow	Moderate	51 to 100	Air quality is acceptable. However, there may be a risk for some people, particularly those who are unusually sensitive to air pollution.
Orange	Unhealthy for Sensitive Groups	101 to 150	Members of sensitive groups may experience health effects. The general public is less likely to be affected.
Red	Unhealthy	151 to 200	Some members of the general public may experience health effects; members of sensitive groups may experience more serious health effects.
Purple	Very Unhealthy	201 to 300	Health alert: The risk of health effects is increased for everyone.
Maroon	Hazardous	301 and higher	Health warning of emergency conditions: everyone is more likely to be affected.

Stage 1: Advisory/Alert

- MODIFY WORK PROGRAM to reduce activities that increase your respiration rate.
- REDUCE VEHICLE USE. Curtail work-related driving and carpool to and from work. Encourage students to bike, walk or carpool to school.

Stage 2: Warning

- IF AT HOME, REMAIN HOME. Sites will be closed until the principal or his/her designee is notified that the warning is terminated. Await instructions from your supervisor.
- IF AT WORK, REMAIN AT WORK until released by the principal or his/her designee.

Stage 3: Declared Emergency

- IF AT HOME, REMAIN HOME. Sites will be closed until the principal or his/her designee is notified that the emergency is over. Await instructions from your supervisor.
- IF AT WORK, REMAIN AT WORK until released by the principal or his/her designee.

Fallen Aircraft

This procedure addresses situations involving an **Aircraft Crash** on or in proximity to school property. If a crash results in a fuel or chemical spill on school property refer to the section on Biological or Chemical Release. If a crash results in a utility interruption, refer to the section on Loss of Power.

Procedure

1. The principal/designee will initiate appropriate Immediate Response Actions, which may include DUCK AND COVER, SHELTER-IN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION as described in the *"Immediate Response Actions"* section.
2. If the principal/designee issues the EVACUATE BUILDING action, staff and students will evacuate the buildings using prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Assembly Area Team of missing students.
4. The principal/designee will call "911" and the Police and will provide the exact location (e.g., building or area) and nature of emergency.
5. If on school property, the Business Manager will secure the crash area to prevent unauthorized access. If the crash results in a fuel or chemical spill on school property, refer to the section titled:

"Poisoning, Chemical Spills, Hazardous Materials Safety Procedures". If the crash results in a utility interruption, refer to the section on Loss of Power.

6. The principal/designee will direct the Business Manager to organize fire suppression activities until the Fire Department arrives.
7. The Business Manager will check injuries to provide appropriate first aid.
8. The principal/designee will call the office of Team Z.
9. Any affected areas will not be reopened until the Santa Clara County/Contra Costa County HazMat Compliance Division or appropriate agency provides clearance and the principal/designee issues authorization to do so.
10. If it is unsafe to remain on campus, the principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Explosion

This section addresses four possible scenarios involving an **Explosion/Risk of Explosion**: Scenario 1 - Explosion on school property; Scenario 2 – Risk of explosion on school property; Scenario 3 - Explosion or risk of explosion in a surrounding area, and Scenario 4 – Nuclear blast or explosion involving radioactive materials. *[A nuclear blast is characterized by a sequence of intense light and heat, air pressure wave, expanding fireball, and subsequent radioactive fallout.]*. It is necessary to first determine which scenario applies and then implement the appropriate response procedures. For "Bomb Threats", refer to the appropriate section.

Procedure

Scenario 1: Explosion on School Property

1. In the event of an explosion, all persons should initiate DUCK AND COVER.
2. The principal/designee will consider the possibility of another imminent explosion and take appropriate action.
3. After the explosion, the principal/designee will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, EVACUATE BUILDING or OFF-SITE EVACUATION.
4. Evacuation may be warranted in some buildings and other buildings may be used as shelter.
5. In the event of an evacuation, staff and students will use prescribed routes or other safe routes and proceed to the Assembly Area.
6. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
7. The principal/designee will call "911" and will provide the exact location (e.g., building, room, area) and nature of emergency.The Business Manager will check for injuries and provide appropriate first aid.Staff should attempt to suppress fires with extinguishers. Note: Ensure the use of proper type of extinguishers, i.e. Class A, B or C for ordinary combustibles; Class B or C for fires involving flammable liquids; or Class C only for fires involving electrical equipment.
8. The Business Manager will notify the appropriate utility company of any damages to water lines, sewers, power lines and other utilities.
9. The principal/designee will notify Team Z of the situation. The Business Manager will post guards a safe distance away from the building entrance to prevent persons entering the school buildings.
10. When it is determined safe to enter affected areas, the principal/designee will advise the Business Manager to initiate search and rescue activities.

11. The principal/designee will contact the Local Fire Department to ensure buildings are safe to reoccupy.
12. Any areas affected by the explosion will not be reopened until the appropriate agency provides clearance and the principal/designee gives authorization to do so.
13. The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions

Scenario 2: Risk of Explosion on School Property

1. The principal/designee will initiate appropriate Immediate Response Actions, which may include DUCK AND COVER, SHELTER-IN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION.
2. If the principal/designee issues EVACUATE BUILDING action, staff and students will evacuate the building using prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Assembly Area Team of missing students.
4. The principal/designee will call “911” and will provide the exact location (e.g., building, room, area) and nature of emergency.
5. Staff should attempt to suppress fires with extinguishers. Note: Ensure the use of proper type of extinguishers, i.e. Class A, B or C for ordinary combustibles; Class B or C for fires involving flammable liquids; or Class C only for fires involving electrical equipment.
6. The principal/designee will advise the Business Manager to initiate rescue operations.
7. The Business Manager will notify the appropriate utility company of any damages to water lines, sewers, power lines and other utilities.
8. The principal/designee will notify Team Z of the situation.
9. All affected areas will not be reopened until the appropriate agency provides clearance and the principal/designee issues authorization to do so.
10. In the event of an explosion on campus, refer to procedures listed under Scenario 1 above.
11. The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

Scenario 3: Explosion or Risk of Explosion in Surrounding Area

1. The principal/designee will initiate the SHELTER-IN-PLACE response action.
2. The principal/designee will notify “911” and will provide the exact location (e.g., building, area) and nature of emergency.
3. The principal/designee will take further actions as needed.
4. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance and the principal/designee issues further instructions.

Scenario 4: Nuclear Blast or Explosion Involving Radioactive Materials

1. The principal/designee will initiate the SHELTER-IN-PLACE response action.
2. When sheltering, personnel should try to establish adequate barriers or shielding (e.g. concrete walls, metal doors) between themselves and the source of the blast or explosion, and should avoid sheltering near exterior windows.
3. The principal/designee will notify "911" and provide details on the area and personnel affected at the school.
4. After the initial blast, remove students from rooms with broken windows, extinguish fires, provide first aid, and relocate students from upper floors if possible.
5. The Business Manager will turn off the school's main gas supply, local fans in the area; close and lock doors and windows; shut down all buildings' air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.
6. The principal/designee will monitor radio or television announcements and initiate further actions as appropriate.
7. At the principal/designees discretion, and only if safe to do so, designated personnel should attempt to distribute emergency supplies including food and water.
8. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance and the principal/designee issues further instructions.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Unlawful Demonstration / Walkout

An unlawful demonstration / walkout is any unauthorized assemblage on or off campus by staff or students for the purpose of protest or demonstration.

Procedure

1. Upon indication that an unlawful demonstration or walkout is about to begin, personnel should immediately notify the principal/designee.
2. The principal/designee will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE.
3. The principal/designee will notify Team Z to request assistance and will provide the exact location and nature of the emergency.
4. The Business Manager will immediately proceed to the Main Gate to control student ingress and egress. Each person entering or leaving the campus shall be required to sign his/her name, and record address, telephone number and time entered or departed. The Main Gate should not be locked, as a locked gate may create a serious hazard for students leaving or attempting to re-enter the campus.
5. If students leave the campus, the Business Manager, in consultation with the

principal/designee, will designate appropriate staff members to accompany them. These staff members will attempt to guide and control the actions of students while off site.

6. Students not participating in the demonstration or walkout should be kept within their classrooms until further notice by the principal/designee. Teachers will close and lock classroom doors. Students and staff should be protected from flying glass in the event windows are broken, by closing drapes and venetian blinds in rooms so equipped.
7. The principal/designee should keep an accurate record of events, conversations and actions.
8. All media inquiries will be referred to the principal/designee.
9. The principal/designee should proceed in good judgment on the basis of police or other legal advice, in taking action to control and resolve the situation.
10. The principal/designee will notify parents of the incident, as appropriate.

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STAY CALM.

Emergency Drills

The school is proactive when it comes to the safety of staff and students. The school will conduct fire drills, earthquake drills, and Lock Down/Code Red drills (intruder on campus) on a regular basis.

Earthquake Drill Procedure

Earthquakes strike without warning and the major shock is usually followed by numerous aftershocks, which may last for weeks or months. An earthquake's effect on buildings will vary from building to building.

The major threat of injury during an earthquake is from falling objects and debris and many injuries are sustained while entering or leaving buildings. Therefore, it is important to remain inside the building and quickly move away from windows, glass, partitions, and shelves. In the case of an earthquake, the following procedures should be followed:

Drop procedure – As used in this article, "drop procedure" means an activity whereby each student and staff member takes cover under a table or desk, dropping to his or her knees, with the head protected by the arms, and the back to the windows. A drop procedure practice shall be held at least once each school quarter in elementary schools and at least once a semester in secondary schools.

1. **In the event of an earthquake alarm, if you are NOT told to Evacuate, each student, teacher and other employee needs to begin the Drop Procedure of DUCK, COVER and HOLD.**

1. Take cover under a sturdy desk or table, in a doorway, or against an inside wall until the shaking stops. Give the DROP AND COVER command.
    - DUCK, or DROP down on the floor.
    - Take COVER under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.
    - HOLD onto the furniture and be prepared to move with it.
    - Stay in this position for at least one minute or, in a real situation, until shaking stops.
2. After shaking stops, check for injuries, and render first aid.

2. Evacuation

An Evacuation should NEVER be automatic. Evacuations shall occur when directed over the walkie- talkies by the principal/designee.

If you are instructed TO evacuate, each teacher needs to:

1. Get your class roster (clipboard).
2. Get the evacuation map (clipboard).
3. Count your students before you leave the room.
4. Ensure that your door is open upon exiting the room.
5. Bring your emergency backpack to the outdoor Assembly Area.
6. Zero noise is to be adhered as the class walks to and waits at the Assembly Area.
7. Take roll at the Assembly Area.
8. Listen for direction from the principal/designee.

When evacuations are included as part of the drill, appropriate non hazardous alternate routes, avoiding building overhangs, electrical wires, large trees, covered walkways, etc, shall be utilized by staff and students in order to reach the designated evacuation areas.

Teachers take roll once in the evacuation area. Any missing students are immediately reported to the principal/designee.

3. All Clear:

Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more.

- Missing students are reported to the attendance office.

There may be more danger outside the building than there is inside. If administrative directions are not forthcoming, the teacher will be responsible for assessing the situation and determining if an evacuation is required.

Predetermined evacuation areas should be in open areas, without overhead hazards and removed from potential danger spots (covered walkways, large gas mains, chain linked fences [electric shock potential]).

Make it clear that a post-earthquake route differs from a fire evacuation route, and that appropriate non-hazardous alternate routes may be needed.

Fire Drill Procedure

Principals shall hold fire drills at least once a month in all elementary schools. The principal or designee shall keep a copy of each drill conducted on the Safety Drill Schedule.

1) Evacuation:

Whenever the alarm is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building.

Designated evacuation routes shall be posted in each room. Teachers shall be prepared to select alternate exits and direct their classes to these exits in the event the designated evacuation route is blocked.

Evacuation areas will be established away from fire lanes.

Students are to remain with their teacher in the evacuation area. Teachers shall take their roll books, take roll once in the evacuation area and be prepared to identify missing students to administrators and/or fire marshals/designees.

Standards for a Successful Fire Drill:

1. The Fire Alarm can be heard by all staff and students.
2. Orderly evacuation begins immediately and is completed within 5 minutes of the initial alarm, with minimal congestion at exit gates.
3. Teachers and students are staged in an orderly fashion away from fire lanes.
4. Teachers have taken roll once in the evacuation area. Any missing students are immediately reported to the principal/designee.

Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more. Missing students are reported to the attendance office.

Shelter-in-Place

A Shelter-In-Place indicates that an emergency that requires students and staff to remain inside has occurred.

Signal: The signal for the "Shelter-In-Place" drill is the following PA/two-way radio announcement.

"YOUR ATTENTION PLEASE. BECAUSE WE HAVE RECEIVED INFORMATION REGARDING A HAZARD IN THE COMMUNITY, WE ARE INSTITUTING SHELTER-IN-PLACE PROCEDURES. REMEMBER, THIS MEANS STUDENTS AND STAFF ARE TO REMAIN INSIDE THE BUILDING AWAY FROM OUTSIDE AIR WITH WINDOWS AND DOORS SECURELY CLOSED AND AIR CONDITIONING UNITS TURNED OFF. ALL STUDENTS AND STAFF THAT ARE OUTSIDE ARE TO IMMEDIATELY MOVE TO THE PROTECTION OF AN INSIDE ROOM. AS SOON AS WE HAVE FURTHER INFORMATION, WE WILL SHARE IT WITH YOU."

Procedure:

1. When the announcement has been given, all classes will remain in their rooms.
2. Physical education classes will proceed into the gym.
3. Students should be arranged in the shelter area so as to enable them to assume a "**Duck and Cover**" position on command given by the teacher in charge.
4. Move students to the most protected areas in the room.
5. Have students face away from windows and keep their backs toward windows.
6. Close all doors and windows. If possible, cover windows by lowering blinds, closing slots, drawing curtains, or pulling shades.
7. Turn off gas, lights, power equipment, and appliances. All personnel must remain in the shelter area until further instructions are received from official sources.

This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lockdown, students are to remain in the classrooms or designated locations at all time.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

> "YOUR ATTENTION PLEASE. WE HAVE AN EMERGENCY SITUATION AND NEED TO IMPLEMENT LOCKDOWN PROCEDURES. TEACHERS ARE TO LOCK CLASSROOM DOORS AND KEEP ALL STUDENTS INSIDE THE CLASSROOM UNTIL FURTHER NOTICE. DO NOT OPEN THE DOOR UNTIL NOTIFIED BY AN ADMINISTRATOR OR LAW ENFORCEMENT. IF OUTSIDE, STUDENTS AND STAFF ARE TO PROCEED INSIDE THE NEAREST BUILDING OR CLASSROOM."

2. If inside, teachers will instruct students to lie on the floor, lock the doors, and close any shades or blinds if it appears safe to do so.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium).
4. Teachers and students will remain in the classroom or secured area until further instructions are given by the principal or law enforcement.
5. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel, have to be allowed on campus.

Staff Responsibilities during a Lockdown

Principal/designee	Announces Lockdown procedure on the PA System/Two-way radio . Ensures doors are locked in all buildings.
Business Manager	Calls 911. Locks the office door. Keep phone lines open.
Custodian	Locks all gates to campus.
Teachers	Lock the classroom door and remain with students. Take roll, list all students missing from class and identify their locations (RSP, Speech, absent, etc.). Notify the office, by phone **ONLY** if they have "lost" children on campus i.e. went to the bathroom, were en-route to the office **OR** if they have a "loose"child from another class.

Students	Respond to campus security drills in a quick and orderly manner. Listen and respond quickly to all instructions from staff. Students at recess, report to the cafeteria. Stay in your seats and remain quiet. Stay away from windows.

No one leaves the classroom!

The end of the Lockdown will be announced over the PA System/Two-way radio. **DO NOT use cell phones to contact the office or outside community.** **Teachers and staff should not initiate contact with parents.**

Interactions with the Media

The Chief Executive Officer (CEO) shall be the first point of contact for all media inquiries. If a staff member, other than the CEO, receives a request from the media, the staff member shall refer the media to the CEO.

Any staff members wishing to initiate a story with the media shall consult with the CEO prior to contacting the media.

Appendices

A. Monthly School Site Safety Checklist

On a monthly basis, the principal/designee will complete the following Monthly School Site Safety Checklist, with the assistance of a Voices staff member onsite. **This Checklist is to be completed to ensure that personnel at each school site are complying with the Voices (& State/Federal) School Site Safety policies & procedures.** The principal, Business Manager and Dean of Culture or Parent Liaison have critical roles to play in ensuring compliance with the Voices School Site Safety procedures and policies.

Safety Administrative Review	
School Name:	**Date:**
Follow-up Review (Noted in RED)	**Date:**

Exterior Areas:

- ⬜ Are exterior premises equipped with appropriate signage that provides warnings, facility use restrictions, and other relevant information?
- ⬜ Are parking areas paved, striped, and signed as appropriate, and free of vehicles parked in unauthorized locations?
- ⬜ Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?
- ⬜ Is turf in good condition; is landscape well-groomed and free of overhang, concealment, or other potential hazards?
- ⬜ Does the site drainage system appear to effectively remove irrigation and storm water runoff and prevent standing water or unacceptable erosion?
- ⬜ Is fencing provided, and are fences and gates of an appropriate type and condition?

Findings:	
Correction	

Building Conditions:

- ⬜ Do interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?

- ⬜ Does building structures and finish materials appear to be in good condition and free of visible deterioration?
- ⬜ Is the building free of substandard or improvised construction?
- ⬜ Do doors, windows, and glass appear to be of an appropriate type and condition?
- ⬜ Was the building free of apparent leaks or other obvious water intrusion?
- ⬜ Do walls and ceilings appear to be of an appropriate type and condition?
- ⬜ Are floors and floor coverings of an appropriate type and condition?
- ⬜ Are stairs and ramps in good condition and equipped with handrails where required?
- ⬜ Are movable walls and partitions in good condition, properly inspected, and maintained?
- ⬜ Is there a written plan detailing what to do in the event of a leak and liquid damage?

Findings:	
Correction	
Action taken	

Doors, Exits, and Means of Egress:

- ⬜ Are exits and exit paths unobstructed and regularly inspected, and are doors free of inappropriate locks?
- ⬜ Are “EXIT” and “NOT AN EXIT” signs installed?
- ⬜ Is emergency lighting provided as required, and is it properly maintained?
- ⬜ Is the site's emergency evacuation map posted near all classroom and/or office doors?
- ⬜ Are doors and curtains inspected, functional, and properly maintained

Findings:	
Correction	
Action Taken	

Assembly Areas:

- ⬜ Is the occupancy limit conspicuously posted and strictly observed in each assembly area?
- ⬜ Are seating systems in good condition and equipped with guardrails where required?
- ⬜ Are stages free of idle storage or inappropriate use, and is the edge of the stage readily visible to prevent fall incidents?

Findings:	
Correction	
Action Taken	

Emergency Action Equipment & Systems:

- ⬜ Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?
- ⬜ Are fire sprinkler systems in good condition and properly certified and inspected; are sprinkler heads and valves/risers unobstructed and properly identified; and are fire department pumper connections equipped with protective caps?
- ⬜ Are alarm systems installed and tested on a regular basis, and are pull stations and alarm panels unobstructed?
- ⬜ Are employees familiar with the location and operation of alarm and fire protection systems, and are employees familiar with their duties and responsibilities in an emergency?
- ⬜ Is emergency communication and broadcast equipment available, such as public announcement systems and radios?
- ⬜ Is someone immediately available at all times (24 hours,7 days) with authorization to call and bring in professional cleanup and restoration companies?
- ⬜ Is the supply of spill response and pipe repair materials complete, readily accessible and checked at least quarterly?
- ⬜ Are pipe diagrams or prints up-to-date and showing the location of valves for all liquid-carrying systems? Isometric drawings are very beneficial.
- ⬜ Are valves placarded or tagged for easy identification?
- ⬜ Are shutoff valves “exercised” (closed, reopened and lubricated as needed) at least annually to verify they can be quickly closed during an emergency?

Findings:	
Correction	

Mechanical and Utility Systems:

- ⬜ Are electrical panels and utility shut off switches and valves unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?
- ⬜ Are electrical wiring systems in good condition; is live wiring properly capped and concealed; and is wiring free of damage or improper usage?
- ⬜ Are electrical power cords and extension cords properly placed and free from damage or inappropriate use?
- ⬜ Chemicals and Chemical Storage
- ⬜ Are hazardous chemicals properly stored?
- ⬜ Are all containers holding hazardous materials properly labeled with the chemical name and an appropriate hazard warning?
- ⬜ Are all chemicals reviewed prior to use, and do employees refrain from bringing in household chemicals?

⬜ Are employees familiar with the location and use of Safety Code Sheets?

Findings:	
Correction	

Housekeeping and Storage Practices:

⬜ Are storage areas uncluttered with adequate aisles maintained, and is overhead storage secured with sufficient clearance to the ceiling or sprinkler heads?
⬜ Are mechanical and electrical utility rooms free of inappropriate storage?
⬜ Are shelving units anchored to the wall or floor to prevent falling?
⬜ Are heavier items stored within the optimum lifting zone to prevent topheavy arrangements or lifting injuries, and are bulky items stored on lower shelves or on the floor?
⬜ Are landings and stairs free of storage?
⬜ Are the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?
⬜ Are important records and other sensitive items secured and stored above the floor or ground level to prevent water damage?
⬜ Does the staff have immediate access to a spill response cart/supplies and emergency pipe repair supplies?
⬜ Are housekeeping personnel instructed to immediately notify maintenance when any types of dripping, leakage or clogged drains are found

Findings:	
Correction:	
Action Taken	

Disabled Access:

⬜ Are an appropriate number of parking spaces designated for disabled persons, and are they properly designed, constructed, and signed?
⬜ Are accessible routes to the building provided, and are at least half of the entrances accessible to disabled persons?
⬜ Is signage provided at entrances, facilities, or other non-accessible services to direct disabled persons to entrances, facilities, or services that are accessible?
⬜ Are doorways designed to facilitate the passage of wheelchairs?
⬜ Are access ramps properly designed, constructed, and equipped with guardrails and non-slip surfacing?
⬜ Are an appropriate number of restrooms designed to accommodate persons with disabilities?
⬜ Are stages and other multi-leveled areas accessible to persons in wheelchairs?
⬜ Are other fixtures and services accessible to persons with disabilities?

Findings:	
Correction	

General Conditions – Other:

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

Findings:	
Correction	

Classroom and Office Section:

- ⬜ Are classroom decorations displayed in a safe and acceptable manner?
- ⬜ Is furniture installed and oriented in a safe and secure manner and free of apparent hazards?
- ⬜ Are tall bookshelves and cabinets secured to the wall or floor to prevent them from tipping over?
- ⬜ Are electrical power cords and extension cords properly placed and free of inappropriate use or other apparent hazards?
- ⬜ If applicable, are toys and playthings in good condition and regularly sanitized?
- ⬜ Are classrooms and offices otherwise free of apparent hazards or concerns?

Office:

- Are the names and phone numbers for professional cleanup and restoration companies readily available?
- Is someone available on all shifts trained to respond immediately to any leak?

Cafeteria:

Boys Restroom:

Girls Restroom:

Staff Restroom:

Classrooms:

1. **Observation #1:**
2. **Observation #2:**

Findings will need to be corrected no later than _____.
I have scheduled your next follow-up review on _____.

_____ _____

BM Signature Date

_____ _____

Administrator Signature Date

Maintenance and Repair Log



Maintenance and Repair Log

Date/Time	Reason for Action (Regular Maintenance or Discovery of Problem)	If problem, Description of Action Required	Location/Item to be Repaird	Explain what was done	Referred to (Name of company, if any)	Verified by:

Unsafe or Hazardous Conditions Log

Unsafe or Hazardous Conditions Log

Date/Time	Unsafe or Hazardous Condition	Description of Action Required	Location of Unsafe or Hazardous Condition	Explain what was done	Referred to (Name of company/person, if any)	Verified by:

B. Classroom Safety Checklist

School Year Kick Off Room Checklist
Voices College-Bound Language Academy

Teacher Name: Room number:

Item	Check	Comment	Re-Check
Red/black backpack near front door (contains green, red card and roster)			Y N Partial
Code Red, Blue and 9 Instructions and Evacuation Map posted near front door	Y N Partial		Y N Partial
Sub Folder easily visible and complete ❏ 3-days worth of lessons ❏ Seating charts ❏ Emergency procedures ❏ Phone numbers ❏ Special Student needs ❏ Schedule ❏ Roster ❏ School-wide character tools	Y N Partial		Y N Partial
Room clean and organized	Y N Partial		Y N Partial
"Joy Factor" apparent in room environment	Y N Partial		Y N Partial
Snack Container	Y N Partial		Y N Partial
Data walls up ❏ Reading Levels English ❏ Reading Levels Spanish ❏ Sight Words and/or Fluency ❏ Math or ELA Assessments	Y N Partial		Y N Partial

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

WALK THROUGHS

1) Date _____ Principal Signature _____

2) Date _____ Principal Signature _____

3) Date _____ Principal Signature _____

C. Student Accident Report

Please fill out an accident report for any injuries beyond first-aid, if professional medical care is recommended or provided (e.i. If you believe there will be medical bills associated with the jury). Student head and eye injuries should always be reported.

Student Accident Reports should be reported on-line: http://www.chartersafe.net/.
Please keep a copy in your file.

Student Information

1. First Name of Injured Student: _____
2. Last Name of Injured Student: _____
3. Student date of birth: _____
4. Student gender: _____
6. Student grade: _____
7. Charter School Name: _____
8. Charter School Address, City/State/Zip: _____
9. School Contact Name: _____
10. Contact Title/Phone Number/Email: _____

Incident Details

1. Describe the incident in details: _____
2. Date of accident/incident: _____
3. Incident Time (Please include AM/PM: _____
4. If incident did not occur at the site address listed above, please indicate the street address of the incident: _____
5. Incident City, State, Zip: _____

6. Specific body part(s) injured: _____

7. Type of Injury or illness: Bum, cut, Fracture, Other, Scrape, Sprain/Strain

8. If other type of injury, please indicate: _____

9. Was on-site nurse contacted?: Yes or No Date and Time if Nurse contacted: _____

10. Was treated refused?: Yes or No What type of medical treatment was given?_____

11. Did paramedics transport student? Yes or No Paramedic transport date/time: _____

12. Was parent/guardian contacted? Yes or No Contacted date/time: _____

Parent/Guardian Information

1. Parent/Guardian Name: _____

2. Parent/Guardian Address/City/State/Zip: _____

3. Parent/Guardian Phone: _____

4. Parent/Guardian Email: _____

5. Was parent/guardian provided a Gallagher Koster Student Accident Claim Form? Yes or No
If no, why not? _____

Witness Information

1. Witness Name: _____

2. Witness Address/City/State/Zip: _____

3. Witness Phone: _____

4. Witness Type: Administrator, Aid, Coach, Guest, Other Staff, Student, Teacher, Volunteer

5. Name of person to whom the accident or incident was reported: _____

6. Date the accident was reported to this person: _____

7. If the accident was not reported immediately, why not? _____

Prevention Information

1. If athletic or playground injury, what type of surface was the student on when the injury occurred? _____

2. What steps have been taken or recommended to prevent a recurrence? _____

3. Any additional information or notes: _____

D.Employee Incident Report

School Information:

Charter School: _____ Location/Site: _____

Supervisor's name: _____ Title: _____

Address where incident occurred: _____

Employee Information:

Name of injured employee: _____Sex:_____M/F Occupation: _____

Date of hire: _____ Date of birth: _____ SSN: _____

Marital Status: _____ Dependents? Yes/No If yes, how many? _____ Ages? ____

Employee address: _____

Gross wages/salary: $_____per _____(hour/week/month/year) Pay schedule:
___12mth___11mth___10mth

Employment Status: ___Full Time___PartTime___Temporary/Subsitute____Contracted___Seasonal

Employee usually works: ____hours per day____days per week____total weekly hours

Incident Information:

Date of Injury or illness: _____Time: _____ AM/PM_____Time employee began work:_____AM/PM

Was employee unable to work at least one full day after date of injury? Yes/No If yes, date last worked: _____

Has employee returned to work? _____ Yes date returned: _____ No, still off work _____

Paid full day's wages for date of injury or last day worked? Yes/No Salary being continued: Yes/No

Name of person to whom the injury or illness was reported: _____

Date of your knowledge of injury or illness: _____ Was employee provided a claim form (DWC-1) Yes/No

If yes, date of employee was provided claim form (DWC-1):_____ If not, why not? _____

If the accident was not reported immediately, why not? _____

What was employee doing at the time of injury or exposure?

_____

_____

_____

Person, object or substance that directly injured employee: _____

Please check one: ____ I know the injury occurred on duty. ____ I have no specific knowledge that the injury occurred on duty.

Medical Information:

Was the on-site nurse contacted? Yes/No If yes, date and time: _____

Was medical treatment recommended? Yes/No If no, was treatment refused? Yes/No

What type of medical treatment was given? First-Aid __Clinic__Emergency Room__Paramedics__Hospitlaization

Did paramedics transport an employee? Yes/No If no, why not? _____

Medical Facility Name: _____ Physician Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ ext.: _____

Did you refer the employee to an industrial medical provider who specializes in WC and return to work issues? Yes/No

If not, why not? _____

Kaiser Medical Record #: _____

Body part injured (check all that apply and indicate left and/or right):

__Head __Face __Eye __Neck __Upper back __Lower back __Arm __Wrist __Finger __Upper leg __Lower leg __Knee __Ankle __Foot __Toe __Other

Nature of injury or illness:

__Scarpe __Cut __Puncture __Bruise __Burn __Sprain/strain __Foreign body __Poisoning __Fracture __Skin problem __Chemical-related __Heat-related __Non-industrial/cold/virus related __Loss of consciousness __REspiratory problem __Other

Check any of the following possible causes that may apply:

__Haste/unsafe speed __Unsafe use of equipment __Disregard of instructions/procedure __Failure to use protective gear __Defective equipment __Alcohol/drug use __Horseplay __Inattention __Carelessness __Assault __Unsafe lifting/position __Running/jumping __Environtmental condition __Acto of other __Physical disability
__Other (please explain): _____

Witness Information:

Name: _____ Relation to Employee: _____

Home Address: _____

Home Phone: _____ Cell phone: _____ Email: _____

What steps have been taken or recommended to prevent a recurrence?

_____

_____

E. Self Harm/Suicide Risk Assessment Form

Voices College Bound Language Academy
Self Harm/ Suicide Risk Assessment Form

Confidential

Referral Date:	Time Event Occurred:	
1. Student's Name:	Age:	Gender:
2.Parent/Guardian:	Phone Number:	
3.School:	Grade:	
4.Person Completing SSRA:	Title:	Signature:

5. Student Referred by:
Self_____ Parent_____ Teacher_____ Counselor_____
Other_____

6. Reasons For Referral (check all that apply):

___Self harm
___Self cutting
___Burning
___Pinching

___ Suicidal Ideation
___ Direct Threat (ex. " I am going to kill/hurt myself")
___ Indirect threat (ex. "I feel like dying"
___ to self ___others
___ Accesses concerning content online

Observed any of the Following:

____Sudden Change in Behavior
____Previous Attempt(s)
____Giving Away Possessions
____Mood Swings
____Self-Injurious Behavior
____Accessing Concerning Content
____Signs of Depression
____Truancy/Running Away
____Frequent Complaints of Illness
____Alcohol or Drug Use
____Other:

7. Please explain what happened:

_____

_____

_____

_____

_____

_____

8. Confirm Receipt by a Crisis Team Member:

Name and Title of Crisis Team Member:	Signature:	Time received:

For Crisis Team Use Only:

9. Previous Referral?:_____ Date(s):_____
10. Student Interview: The student told me the following:(Check all that apply.)

♦Student said that he/she had been thinking about self-harm/ suicide, the last time he/she thought about self-harm/ suicide was_____BUT IS NOT CLEAR WITH THE THOUGHT.

♦Student said that he/she had A PLAN BUT WILL NOT DIVULGE:_____
_____
_____
_____
_____

♦Student indicated that he/she had previously attempted suicide/ self-harm on_____by means of:_____
_____
_____
♦Other Important Information:_____
_____

_____
_____
_____

This is a recommendation for further psychological evaluation for self-harm/ suicide based on the following:
___Self-Harm/ Suicide Interview
___Other:_____
_____

11. Risk Level: **___Low ____Medium ____High** *(FOR HIGH Risk: CALL ONE OF FOLLOWING: 1. Uplift-(formally EMQ,Uplift Mobile Crisis Team (408)379-9085 2.Alum Rock Crisis Alum Rock Crisis Unit (408) 294-05793. Or 911 for imminent danger or if other crisis teams can't respond - request an officer trained in mental health support if available*

Person conducting interview:_____

Date:_____ Time:_____ Signature:_____

Intervention/ Action Taken:

_____Parent/Guardian Contact:
Date/Time: _____ Outcome:_____

_____Parent Signed Self Harm Notification: Parent/Guardian Notification (attach copy): Self Harm Notification
Response:_____ Date/ Time:

_____Resources Provided to Parent/Guardian:
INCLUDING: _____ Date/ Time:_____

_____Outside Referral Made:
To: _____ Date/ Time:_____

_____Uplift Crisis Team Unit Called:
Time:_____Outcome:_____
___

Child Abuse Report Made (endangerment):

NAME OF INTAKE WORKER: _____

Referred to Police:
NAME OF OFFICER _____

_____Hospitalization

_____School Based Counseling:
Date Referred:_____ Parent signed permission slip(Date):_____

_____Program Modification
INCLUDING: _____

_____Student Safety plan created (attach copy):_____

Other (Please explain):_____

_____

Make 2 Copies for School Principal & Counselor and Place Original Form In Orange Confidential Crisis Team File — DO NOT Place in CUM FILE

F. Medication Doctor & Parent Authorization Form

Voices College-Bound Language Academy
Medication Doctor & Parent Authorization (California Education Code 49423)

Student Name:_____Grade:_____ Teacher:_____

Height:_____ Weight:_____ DOB: _____ Age:_____

List any known drug allergies/reactions:_____

DOCTOR'S AUTHORIZATION

Name of Medication:_____ Diagnosis:_____

Dosage:_____ Route:_____

Frequency/Time(s) to be given:

Begin Medication:_____Stop Medication:_____
_____ Date Date

Special Instructions:

Does medication require refrigeration? Yes No
Is the medication a controlled substance? Yes No
If asthma inhaler or emergency medication, do you recommend this medication be kept "on person" by the student? Yes No

Potential Side Effects / Adverse Reactions:_____

Treatment Order in the event of an adverse reaction: (Attach additional sheet if necessary)

_____

_____

_____

Physician Signature ***Date*** ***Phone & Fax Contact Information***

Parent Authorization

I authorize Voices College-Bound Language Academy personnel the task of assisting my child in taking the above medication. I understand that additional parent/doctor statements will be necessary if the dosage of medication is changed. I also authorize Voices College-Bound Language Academy personnel to talk with the physician or pharmacist should a question come up about the medication.

Medication must be registered with the principal or his/her designee. It must be in the original container and be properly labeled with the student's name, Doctor's name, date of prescription, name of medication, dosage, strength, time interval, route of administration and the date of the drug's expiration when appropriate.

_____ _____ _____

Signature of Parent/Guardian ***Date*** ***Phone (cell, home, work)***

AUTHORIZATION FOR SELF-ADMINISTRATION OF MEDICATION

Is student authorized to self-administer this medication/these medications while at school?

If yes, please complete the following:

Student: I certify that I have read and understand the instructions regarding the self-administration of my medication(s). I agree to take these above medications according to my health care provider's recommendation.

Student Signature: _____Date: _____

Parent/Guardian: _____ (student) has been instructed in the proper dosage and administration of the following medication(s):_____. I request that she/he be permitted to carry this medication on her/his person and self-administer it as directed by her/his health care provider and in accordance with school policy and procedures.

Parent/Guardian Signature: _____Date: _____

G. Severe Allergy Medical Management Plan Signature Page

Recommendation of the Severe Allergy Medical Management Plan

I, the undersigned, recommend the Severe Allergy Medical Management Plan as indicated.

_____ _____

Physician Signature Print Physician Name

_____ _____ _____

Address Phone Date

I, the undersigned, have received, have read, understand, and agree to the school's implementation of the Severe Allergy Medical Management Plan:

_____ _____

Parent Signature Date

H. Emergency Phone Numbers

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

SJPD Liaison: Officer Matias Cervantes, Badge #3688, (408)823-5668, email; 3688@SANJOSECA.GOV
Richmond Police Department (510) 724-8950
Stockton Police Department: (209) 937-5486
Morgan Hill Police Department: (408) 779-2101

I. School Crisis Emergency Backpack Checklist

Determine specific needs and ensure that all the contents are in the appropriate backpack and are current.

Last updated:

By (print name):

Signature: _____

- Map or diagram of campus with evacuation sites marked
- Staff emergency vest(s) of appropriate color (if required)
- Student/staff emergency cards/roster
- Student/staff attendance for current day
- Student/staff sign out sheet (not official)
- Appropriate facility keys
- Latex gloves in zip lock bag
- Flashlight with batteries bagged separately
- Whistle
- Two pens
- Large marker
- Small notebook and/or legal pad
- Scissors and/or utility tool
- Post it notes
- Assorted Band-Aids
- Lifesavers or other hard candy
- Class activity or game (if appropriate)

J. Telephone Bomb Threat Reporting Procedure

Instructions:

- Be Calm & Courteous
- Listen & do not interrupt the caller
- Keep caller talking (pretend difficulty hearing)

Your Name: _____ Time: _____ Date: _____

Document the following:

Caller's Identity:

Male/Female Adult Juvenile Approximate Age:_____

Voice Characteristics:

Loud High Pitch Soft Deep Raspy Pleasant Intoxicate Other: _____

Acent:

English Spanish Other: _____

Speech:

Fast Stutter Slurred Slow Distorted Nasal Other: _____

Language:

Excellent Fair Foul Poor Other: _____

Background Noises:

Factory Machinery Trains Music Street Animals Voices Party Airplanes Quiet

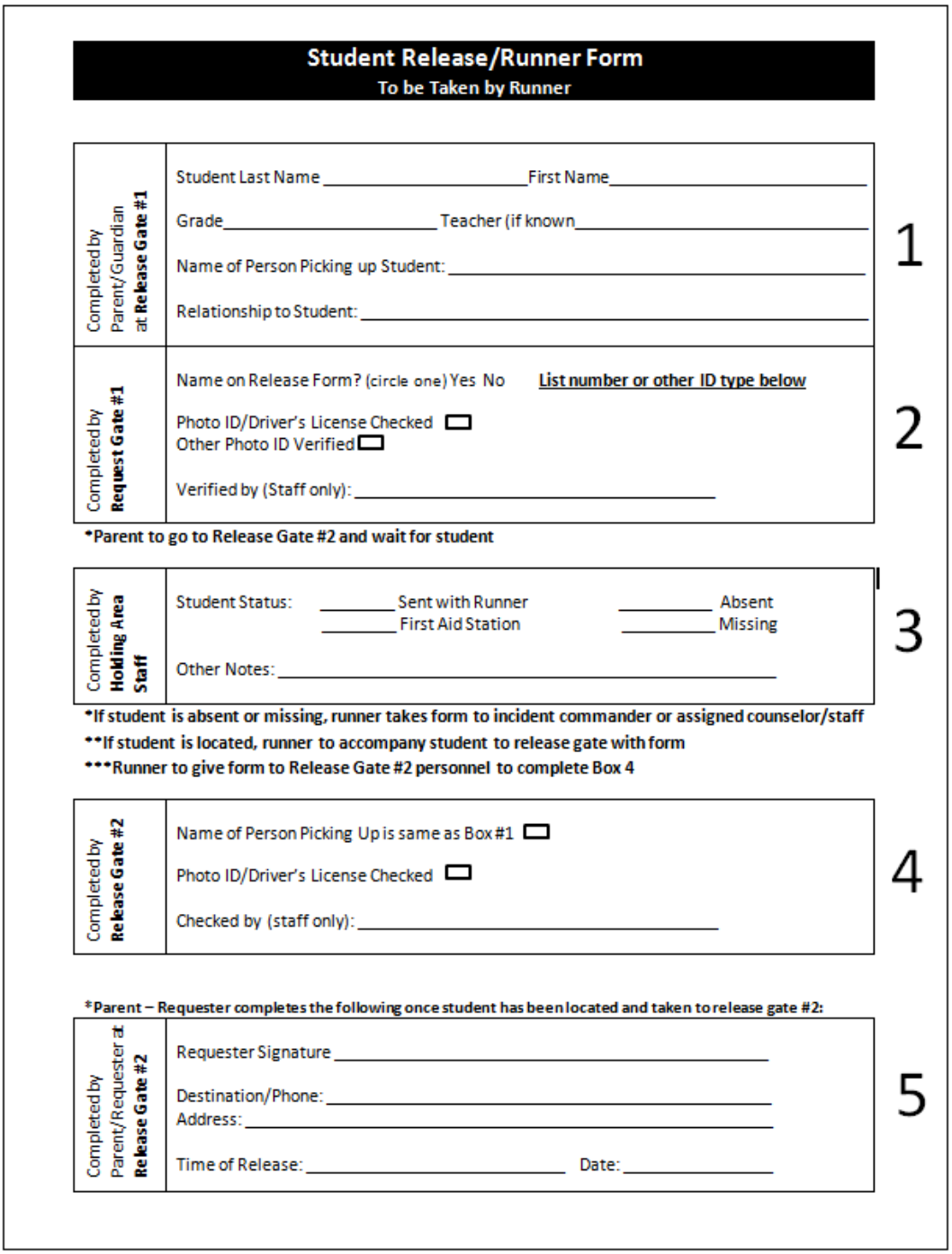
Ask the following questions to Bomb Threat Person (if possible):

- What time will bomb go off:
- Where is it located:
- What kind of bomb is it:
- What kind of package is it in:

- What is your name & address:

Call the Police / Notify your supervisor immediately

K. Student Release/Runner Form



Student Release/Runner Form
To be Taken by Runner

Completed by Parent/Guardian at **Release Gate #1**	Student Last Name _____ First Name _____ Grade _____ Teacher (if known _____ Name of Person Picking up Student: _____ Relationship to Student: _____	1
Completed by **Request Gate #1**	Name on Release Form? (circle one) Yes No **List number or other ID type below** Photo ID/Driver's License Checked ☐ Other Photo ID Verified ☐ Verified by (Staff only): _____	2

***Parent to go to Release Gate #2 and wait for student**

Completed by **Holding Area Staff**	Student Status: _____ Sent with Runner _____ Absent _____ First Aid Station _____ Missing Other Notes: _____	3

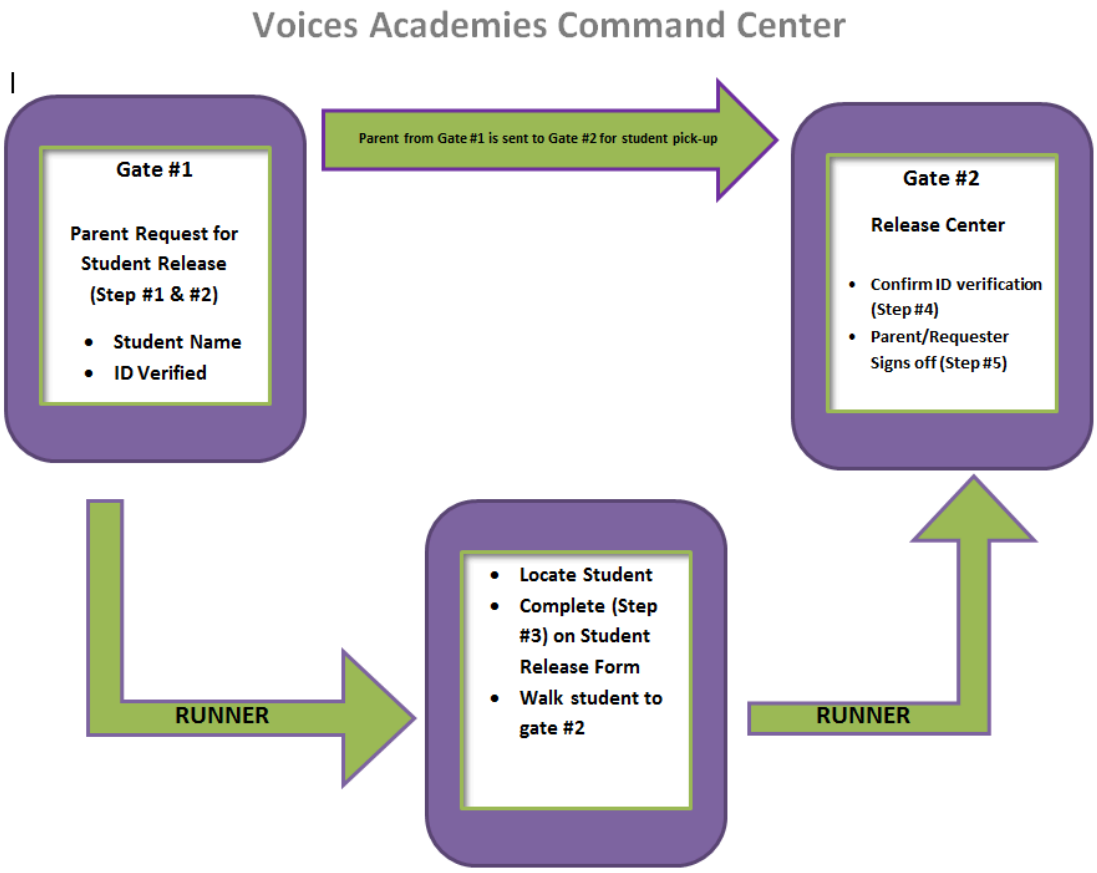
***If student is absent or missing, runner takes form to incident commander or assigned counselor/staff**
****If student is located, runner to accompany student to release gate with form**
*****Runner to give form to Release Gate #2 personnel to complete Box 4**

Completed by **Release Gate #2**	Name of Person Picking Up is same as Box #1 ☐ Photo ID/Driver's License Checked ☐ Checked by (staff only): _____	4

***Parent – Requester completes the following once student has been located and taken to release gate #2:**

Completed by Parent/Requester at **Release Gate #2**	Requester Signature _____ Destination/Phone: _____ Address: _____ Time of Release: _____ Date: _____	5

L. Command Center Chart



M. Suspension and Expulsion Policy and Procedures

Morgan Hill - Suspension and Expulsion Policy and Procedures

West Contra Costa - Suspension and Expulsion Policy and Procedures

Flagship - Suspension and Expulsion Policy and Procedures

Mount Pleasant - Suspension and Expulsion Policy and Procedures

Stockton - Suspension and Expulsion Policy and Procedures

N. Volunteer, Visitation, and Removal Policy

Voices College-Bound Language Academies ("Voices" or "Charter School") encourages parents/guardians and interested members of the community to visit Voices' schools and its educational program. The Voices Board of Directors ("Board") has established the following procedures which facilitate visitation and volunteering during regular school days in order to ensure minimum interruption of the instructional program.

Definitions

● A "visitor" is defined as any person seeking to enter the school building who is not an employee or a current student at the Charter School. All visitors who are not parents or guardians of a student must have a specific and educationally relevant purpose for their visit.

● A "volunteer" is defined as any person who voluntarily offers and provides a service to the Charter School with Charter School approval without receiving compensation.

Volunteering

Parents or guardians who are interested in volunteering in the classroom must adhere to the following guidelines:

1. Volunteers who will volunteer outside of the direct supervision of a credentialed

employee shall be (1) fingerprinted and (2) receive background clearance and (3) Megan's Law clearance prior to volunteering without the direct supervision of a credentialed employee.

2. A volunteer shall also have on file with Voices a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the Voices Board of Directors, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with students.

3. Volunteering must be arranged with the classroom teacher and Principal or designee, at least three (3) days in advance.

4. Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aide, the volunteer may leave their volunteer position for that day.

5. Information gained by volunteers regarding students (e.g. academic performance or behavior) is to be maintained in strict confidentiality. Volunteers must sign in agreement that they have read and understand and agree to follow the Family Educational Rights and Privacy Act ("FERPA") Policy.

6. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of

registering and signing out of the campus at the main office as indicated below.

7. Volunteerism by parents is encouraged but not mandatory.

Conditions for Campus/Classroom Visitation

Voices endeavors to create a safe environment for students and staff. Accordingly, visits during regular school days must be conducted in the manner set forth below:

1. Visits during school hours should first be arranged with the Principal or designee, preferably at least three (3) days in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least three (3) days in advance. Visitors seeking to visit a classroom during school hours must first obtain the written approval of the Principal or designee.

2. All visitors (including volunteers) shall register with the front office immediately upon entering any school building or grounds during regular school hours. When registering, the visitor is required to provide their name, address, occupation, purpose for entering school grounds, and proof of identity if requested.

3. For purposes of school safety and security, the Principal or designee may provide a visible means of identification for visitors while on school premises.

4. All visitors are asked to comply with current mandated and recommended health and safety protocols. Visitors (including volunteers) who demonstrate signs of a contagious disease (e.g., fever, coughing) may be denied registration. When recommended or requested by the Department of Public Health, visitors will be required to wear personal protective equipment, such as masks, and practice social distancing. Voices reserves the right to implement additional measures for the protection of its school community, such as requiring forehead temperature checks before entry to the same extent being utilized for students and employees.

5. If the visitor is a government officer/official (including but not limited to local law

enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. Voices shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by Voices, consistent with the law. The Voices Board of Directors and Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.

6. Except for unusual circumstances, approved by the Principal, Voices visits should not exceed approximately one-hundred and twenty (120) minutes in length and may not occur more than twice per semester.

7. While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher's and Principal's written permission.

8. Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors Logbook in the main office.

Limitations of Volunteering or Visitation

1. The Principal, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.

2. The Principal may direct a visitor or volunteer without lawful business on campus to

leave campus when the visitor's presence or acts interfere with the peaceful conduct of the activities of the school, or disrupt the school or its students, or school activities. Any visitor who is directed to leave by the Principal or designee will not be permitted to return to the Charter School campus for at least seven (7) calendar days.

3. The Principal or designee may withdraw consent to be on campus for up to fourteen (14) calendar days even if the visitor or volunteer has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt Voices' orderly operation. Consent shall be reinstated whenever the Principal has reason to believe that the presence of the person will not constitute a substantial and material threat to the orderly operation of the school campus. The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the two-week period. The written request shall state the address to which notice of hearing is to be sent. The Principal shall grant such a hearing not later than seven (7) calendar days from the date of receipt of the request and shall immediately mail a written notice of the time, place, and date of such hearing to such person.

4. The Principal or designee may request that a visitor or volunteer who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When a visitor or volunteer is directed to leave, the Principal or designee shall inform the visitor or volunteer that if the visitor or volunteer reenters the school without following the posted requirements the visitor or volunteer will be guilty of a misdemeanor.

5. The Principal or designee may seek the assistance of the police (when appropriate) in dealing with or reporting any visitor/volunteer in violation of this policy.

6. This Policy does not authorize Voices to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

Posting of Notice

At each entrance to Voices school grounds, signs shall be posted specifying the hours during which registration is required, stating where the office of the Principal or designee is located and what route to take to that office, and setting forth the penalties for violation of this Policy.

Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, the visitor will be guilty of a misdemeanor, which is punishable by a fine of up to $500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
2. Under California Education Code section 44811, any visitor whose conduct materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor and is punishable, upon the first conviction, by a fine of no less than $500.00 (five hundred dollars) and no more than $1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both, the fine and imprisonment.
3. Disruptive conduct may lead to Voices' pursuit of a restraining order against a visitor, which would prohibit the visitor, which if granted, from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, the visitor will be guilty of a misdemeanor, which is punishable by a fine of up to $500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
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3. Disruptive conduct may lead to Voices' pursuit of a restraining order against a visitor, which would prohibit the visitor, which if granted, from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

O. Student Dress Code Policy

School Philosophy

Voices College-Bound Language Academy ("School") recognizes the need for students of the School to dress appropriately for school. The purpose of our dress code is to enhance the classroom atmosphere and minimize student distraction, so as not to interfere with the educational process. The School believes that students should focus their energy and attention upon their academic development and not on style or the clothes of their peers. In addition, dress code is important to school pride and safety because it fosters a sense of belonging and students

in uniform are easily recognized by all school staff. It is also intended to help protect the health, safety, and welfare of the individual student.

General Guidelines

All students shall be required to show proper attention to personal cleanliness, health, neatness, safety, appearance and to wear a school uniform for school activities. This dress code shall be in effect on campus during school and school sponsored activities except where modified by the site administrator for specific extracurricular activities or in special cases. The Charter School staff and administration reserve the right to determine clothing which disrupts or detracts from the educational environment. This dress code is gender neutral.

Students will be required to wear a school uniform. Inappropriate apparel and accessories includes clothing that compromises safety or is disruptive and/or distracting to the school environment and instructional process. The Board is committed to protecting the health, safety, and welfare of the students and the Board believes that appropriate dress and grooming contribute to a productive learning environment.

Description of Uniform:

SHOES : All grades Rubber bottom, flat soled shoes with covered toes

BOTTOM: All grades Khaki or tan (cotton twill) Pants, Shorts, skirt, or jumper with Belt (grades 2nd+)

TK, Kindergarten and 1st grade: Voices Shirt: Gold Polo-style shirt with Voices logo

2nd and 3rd Grade Voices Shirt:Purple Polo-Style Shirt with Voices logo

4th and 5th Grade Voices Shirt:Maroon Polo-Style Shirt with Voices logo

6th and 7th Grade Voices Shirt:Gray Polo-Style Shirt with Voices logo

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

Additional Rules:

● No clothing, jewelry, accessories, or hairstyles which are, or include, a picture, writing, or

insignia which is: (1) gang related; (2) presents a safety hazard to the wearer or others; (3) advertises or symbolizes any type of alcohol, drugs, tobacco, or gambling; (4) includes weapons or acts which are illegal, violent, obscene, or hazardous to one's health; (5) sexually suggestive, crude, vulgar, profane; discriminatory, obscene, contain threats, libelous; or (6) offensive or degrading to students or staff on the basis of gender, cultural, religious or ethnic values.

● Students may also wear school earned university shirts or Student of the Month shirts as part of their uniform. All other clothing items (jackets, sweaters, etc.) are not to have any words or decorations other than Voices logo.

● The uniform must be worn throughout the school day.

● Students are to enter and leave the school in uniform.

● Changing clothes at school, unless for a Voices sponsored activity, is not allowed.

● No hats are permitted in the classroom (but can be worn for sun protection outside) Head coverings for religious purposes are acceptable at all times, both indoors and outdoors.

● No sweats, no jeans.

● A student’s hairstyle, clothing, jewelry and makeup should not distract from the educational environment.

● Label all clothing, bookbags, and lunch boxes with your child’s name and class using a permanent marker. This will help the school to return any lost items.

● Uniforms must be kept neat and clean at all times and must fit appropriately. Specific requirements are listed below:

▪ Pants must be appropriate size

▪ Belt must be worn if pants have belt loops (2 nd-8 th grade)

▪ Skirts and shorts must not be shorter than four inches above the knee.

▪ Pants must be worn at the waist.

▪ Shirts must fit appropriately--neither too small nor too big.

▪ In the event of cold weather, students may wear a jacket, sweatshirt, cardigan, or sweater over their collared shirt.

▪ Shirts must be tucked in.

Out of Uniform Notices

Parents will receive an "Out of Uniform" notice if a child does not adhere to the uniform policy. The notice should be returned to the school with the parent's signature the next school day. Upon the second "Out of Uniform" notice in one school year, a School representative will initiate a telephone conference with the parent. The goal of the conference will be to problem-solve the family's issue of complying with the uniform policy.

Notification of the Student Dress Code

Parents and students will be provided notice of the Charter School's dress code at the beginning or the school year and/or upon enrollment. This information will also be located within the Charter School's Parent/Student Handbook.

Students may not be penalized academically or removed from class as a consequence for not complying with the school uniform policy.

Prohibited Conduct and Sanctions

Students who repeatedly violate the School Dress Code may be subject to discipline, not including suspension or expulsion.

Voices WCC
School Safety Plan
2025-2026

Board approved_DATE

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Introduction

Statement of Purpose

Voices College-Bound Language Academies (Voices) is committed to the safety and security of students, faculty, staff, and visitors on its campus. In order to support that commitment, Voices has thoroughly reviewed and updated the school's emergency mitigation/prevention, preparedness, response, and recovery procedures relevant to natural and human-caused disasters. The school safety plan may be evaluated and amended, as needed, but shall be evaluated at least once a year, to ensure that the comprehensive school safety plan is properly implemented.

This plan includes specific courses of action to be taken in case an emergency situation develops. Every employee of Voices is expected to be familiar with this plan in order to carry out his/her/their responsibilities in an emergency.

The major objective of emergency preparedness is to save lives and protect property in the event of a disaster.

Voices Safe School Vision

1. Voices will provide a safe, orderly, and secure environment conducive to learning in which students will be safe from both physical and social-psychological harm.
2. Voices will develop a plan to work cooperatively and collaboratively with parents/guardians, students, teachers, administrators, counselors, and community agencies, including law enforcement, to provide a safe and orderly school and neighborhood.
3. Voices will create a learning and working environment where parents/guardians can be confident that their students are safe and secure.
4. Voices will identify clear procedures for emergencies.
5. Voices is aware of very few conditions on campus that could potentially cause accidental injury to students or staff and the school staff is working hard on preventing accidental injury to all those present on campus (students, staff, parents/guardians, etc.).

Physical Environment

Maintenance of School Buildings/Classrooms

Each Voices school's physical facility is well maintained and generally looks neat and clean. Voices school personnel periodically examine the school's physical facility and help eliminate obstacles to school safety. See Appendix A for a Monthly School Site Safety Checklist. Additionally, health and fire department inspectors contribute to school safety.

Voices classrooms are monitored for safety compliance by the administration and individual classroom teachers. See Appendix B for a Classroom Safety Checklist. Teachers and administrators can report facility maintenance issues to the school's Business Manager or Principal who are responsible for resolving all general as well as urgent maintenance issues.

During the school day, staff members and administrators shall provide campus supervision. Identified problem areas receive increased supervision to reduce discipline, crime, or other school safety concerns.

Campus Disturbances and Crimes

Voices recognizes that campus disturbances and crimes may be committed by visitors and outsiders to the campus. Several steps have been taken to protect the school, staff, and students from safety threats by individuals visiting the campus area. In addition, disputes sometimes occur because of parental custody issues. Voices staff will maintain in the student's record any custody documentation provided by families and will request assistance from local law enforcement, if/as needed.

Registration of Visitors/Guests Policy

Posting of Notice

At each entrance to Voices school grounds, signs shall be posted specifying the hours during which registration is required, stating where the office of the Principal or designee is located and what route to take to that office, and setting forth the penalties for violation of this policy. Volunteer, Visitation, and Removal Policy see Appendix N.

Parent Involvement Policy

Parents/guardians have the opportunity and are encouraged to participate at Voices in a variety of ways. Any regular volunteer, as determined by the principal, that works with students must meet the requirements as listed in the Volunteer Handbook (available at the front office). See the Parent Involvement Policy.

General Safety Procedures

Introduction

Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical and psychological harm. Voices promotes educationally and psychologically healthy environments for all students. Voices recognizes there are comprehensive, broad factors directly related to a safe school environment such as the school facility, school programs, staff, parents and the community. Voices further recognizes that safe school practices make major contributions to academic and school improvement efforts.

Although keeping children safe requires a community-wide effort, schools are an important piece of the undertaking to keep children safe. Voices efforts are illustrated below which broaden the safety planning and incorporate an expansive range of strategies and programs in the school safety plan.

Prevention and Intervention: Pupil Aggressive Behavior

Creating a safe school requires having in place many preventive measures for children's mental and emotional challenges. Schools can reduce the risk of violence by teaching children appropriate strategies for dealing with feelings and expressing anger in appropriate ways and resolving conflicts.

Staff members at Voices have received training in conflict resolution skills via Safeschools. Voices uses a comprehensive approach to school violence prevention. These measures include: (a) number of disciplinary referrals to the office, (b) observed aggressive behavior, and (c) teacher observation.

Discipline Policy

Effective and safe schools develop and consistently enforce school-wide rules that are clear, broad-based and fair. School safety is enhanced by the development of a school-wide disciplinary policy that includes a code of conduct, specific rules and consequences that can accommodate student differences on a case-by-case basis when necessary. Discipline consequences should be commensurate with the offense, should be written, applied in a nondiscriminatory manner, and accommodate cultural diversity.

Voices uses both classroom and school-wide discipline codes that clearly communicate the behavioral expectations and consequences for students. Voices has developed plans to promote positive behaviors in the playground, cafeteria, and assembly areas.

See the " Suspension and Expulsion Policy" policy in the Family Handbook.

Notice of Disciplinary History

The appropriate school districts shall provide to the administration of Voices schools information on each pupil who has: (1) during the previous three school years, engaged in any suspendable or expellable act (except *E.C. 48900 (h)*) or *(2)* committed a crime reported to the District by a family member, local law enforcement, Probation Department or social services. In the event of a suspension, the Notice of Suspension is copied to the student's cumulative file. Each year, teachers review the cumulative file of their incoming students, thus ensuring that they will be aware of suspensions within the last three years. Additionally, the principal reviews all incoming cumulative files. All employees viewing this information must keep it confidential and may not disseminate it to any other person.

Gang Affiliation

Gang affiliation and gang activity will not be tolerated at Voices. The staff at Voices shall work closely with the local law enforcement / Gang Unit (**Gang Hotline 408-293-GANG (4264), Youth Against Violence Hotline 1 800 680-4264 or 911**) regarding all issues and matters that are gang related. Information from the school and the community shall be communicated to the student's parents, if the pupil begins to make gang affiliations. Appropriate prevention and intervention strategies and programs shall be offered to the families.

Gangs and Graffiti

Students are expected to respect their school and will be required to clean up any graffiti immediately. Any gang affiliated/racist graffiti will be reported to the San Jose Police, Morgan Hill Police, Stockton Police or Richmond Police Department. Refer to Dress Code Policy, appendix O.

Drug, Alcohol, and Tobacco Free

Voices recognizes the need for a Drug free, Alcohol free and Tobacco free environment. Smoking is prohibited in all Voices buildings, facilities, and vehicles. Voices supports abstinence from alcohol, tobacco, and other drugs for all students in order that their development can reach full intellectual, emotional, social and physical potential. Students who use, possess, and/or sell controlled substances are subject to disciplinary action, up to and including a recommendation for expulsion. For further information see the Suspension and Expulsion Policy, appendix M.

Campus Violence Safety Procedures

Reporting of Dangerous, Violent, or Unlawful Activities

Voices takes its role in providing a safe and trusted learning environment very seriously. If any student, family member, or member of Voices' extended community learns of any dangerous, violent, or unlawful activity that they believe has occurred, is occurring, or may occur at the school

or at or near any school-sponsored or school-related event or location, they are strongly encouraged to report that activity—anonymously if necessary—to the Principal.

A report can be sent by a legible written note, by email, or by telephone to the following: 6840 Via del Oro Suite 205 San Jose,CA 95119, info@voicescharterschool.com, 408-791-1609. Reports should include place, time, the general nature of the activity being reported, whether any life-threatening activity or weapons are involved, and any other important details. Any report of activity that imminently threatens or involves an imminent potential loss of life should first be made to 9-1-1, immediately.

Voices shall promptly review every report received as soon as possible, shall make a record of every report received, and shall make a reasonable inquiry into each, as necessary, to ensure to the greatest reasonable extent that no dangerous, violent, or unlawful act occurs at any school-related or school-sponsored event, or on school-provided transportation to any such event. The investigatory response taken by the school and actions taken will be logged as well.

School staff should follow these guidelines <u>when a fight occurs</u>:

1. Send a reliable student to the office to summon assistance.
2. Speak loudly and let everyone know that the behavior should stop immediately.
3. **Do not intervene or try to break up the fight if the students are in 5th grade or above.**
4. Obtain help from other teachers if at all possible.
5. If students are starting to gather, attempt to get students away from the commotion as quickly as possible.
6. Call out the names of the involved students and let them know they have been identified.
7. For the safety of all students, get additional help from law enforcement personnel if confronted with a serious fight, especially one that involves weapons.
8. Attempt to separate the involved students by speaking to them in an assertive tone of voice. Consider the age and/or size of the students, as well as personal safety, before stepping between/among those involved in an altercation. If successful in separating the students, try to avoid using further confrontational behavior.
9. Remember that no one can "cool down" instantly; give the students time to talk in a calm setting and gradually change the climate of the situation.

School Staff should follow these guidelines <u>when a riot occurs</u>:

1. The School principal, or his/her designee, should encourage teachers and staff to be sensitive to the emotional climate of the campus and attempt to defuse any tensions prior to the eruption of problems.
2. Notify local law enforcement of the disturbance and meet at a pre-designated site to evaluate the situation.
3. Activate needed emergency plans, which may include:

a. Instructing office staff to handle communications and initiate lockdown orders.
b. Informing Team Z.
c. Notify transportation to bring appropriate numbers of buses for evacuation or transportation if necessary.
d. Assign staff a temporary detention facility, such as a gymnasium, to secure students and log information.
e. Direct a teacher or designee to initiate lockdown and immobilize the campus.
f. Team Z will brief a representative to meet the media.
g. Assign staff to a pre-designated medical treatment/triage facility.

Assaults

Assaults involve acts of striking or inflicting injury to a person and are regarded as serious matters. Any threat or assault on students or employees should be reported immediately to the School principal, or his/her designee. The school principal (or designee) will determine if law enforcement officials should be notified. If a serious assault occurs, the school principal (or designee) shall:

1. Dial 911.
2. Seek first aid or medical attention, if indicated.
3. Have photographs taken of any injuries.
4. Write down a physical description of the assailant:
   - (sex, age, height, weight, race, clothing, and any weapon used) as soon as possible after the incident.
5. Obtain names and telephone numbers of any witnesses.
6. Draft incident report and submit it to the principal, or his/her designee and Team Z . See <u>Appendix C</u> for Student/Employee Minor Incident/Accident Report.
7. Submit an incident report to the local law enforcement, if serious bodily injury has occurred. See <u>Appendix C</u> for Student/Employee Minor Incident/Accident Report.

Civil Disturbance

A civil disturbance is any situation where a person or group of persons disrupts operations or threatens the safety of individuals. In the event of a civil disturbance, the following precautionary measures should be taken:

1. Notify local law enforcement authorities and-Dial 911.
2. If participants enter the building, remain calm and do not provoke aggression. Report disruptive circumstances to the school principal, or his/her designee and Team Z.
3. Do not argue with the participant(s).
4. Have all students and employees leave the immediate area of disturbance.
5. If the disturbance is outside the building, remain inside the building, unless instructed otherwise by the principal or police officials. Lock all doors. Stay away from windows and exterior doors.
6. If the disturbance is inside the building, follow procedures for evacuation of the school site.
7. Follow further instructions as police officials and other local law enforcement authorities issue them.
8. Draft incident report for the school principal, or his/her designee. See Appendix C for Student/Employee Minor Incident/Accident Report.

School Philosophy

Voices College-Bound Language Academies recognizes the need for students of the School to dress appropriately for school. The School believes that students should focus their energy and attention upon their academic development and not on style or the clothes of their peers. In addition, dress code is important to school pride and safety because it fosters a sense of belonging and students in uniform are easily recognized by all school staff. See Student Dress Code Policy, Appendix O.

General Guidelines

Students will be required to wear a school uniform. See the Voices Family Handbook. The code shall allow students to wear sun protective clothing, including hats. Inappropriate apparel and accessories includes clothing that compromises safety or is disruptive and/or distracting to the school environment and instructional process. The Board is committed to protecting the health, safety, and welfare of the students and the Board believes that appropriate dress and grooming contribute to a productive learning environment. Please refer to Appendix O.

Mental Health Programs

The staff of Voices shall identify students in need of counseling and bring forth the student and the family to the Dean of Culture in order to be connected to appropriate support and/or services internally, including referral to the Student Success Team and/or external resources. The staff of Voices shall complete a referral using the Crisis Intervention Protocol in order for the Crisis Team to complete a selfharm/harm to others/suicide risk assessment as detailed below in the Suicide section in cases where a student directly or indirectly exhibits specific behavior.

Voices will notify parents or guardians of a pupil at least two times during the school year on how to access mental health services at school or within the community. AB 2022 (Chapter 484/2018)—Pupil Mental Health Services: School Notification.

Suicide

Suicide prevention training for instructional staff and administrators will be provided and be designed to help staff identify and refer students at risk of suicide. The training may be offered under the discretion of the Principal and/or Board of Directors and/or in cooperation with one or more community mental health agencies. See Suicide Prevention Policy.

Attempted Suicide / Suicide Threat

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly follow instructions on the Crisis Intervention Protocol and complete needed sections on the risk assessment form and notify the office of a Code Orange situation. A member of the School-site Crisis Team will pick up the risk assessment form and the student to initiate the full assessment. The Principal or other Crisis Team member shall then complete the assessment to determine the risk level. Once the risk level is determined, if high risk - mobile crisis support is initiated and the student's parent/guardian is notified and asked to come to the school site to discuss the assessment and sign a parent /guardian notification recommending connecting with a qualified mental health professional for assistance.. If the risk is assessed as low to medium, the parent/guardian is notified and asked to sign a parent/guardian notification letter and a support plan is discussed.

When a suicide attempt or threat is reported, the Principal or other member of the Crisis Team shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
    a. Securing immediate medical treatment if a suicide attempt has occurred;
    b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;

   c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
2. Designate specific individuals to be promptly contacted, for example the Voices counselor, psychologist, nurse, Principal, and/or the student's parent/guardian, and, as necessary, local law enforcement or mental health agencies.
3. Document the incident in writing as soon as feasible.
4. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at Voices.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the Voices campus, the Principal or designee shall follow the crisis intervention procedures contained in Voices safety plan. After consultation with the Principal or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Principal or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Voices staff may receive assistance from Voices counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Students shall be encouraged through the education program and in Voices activities to notify a teacher, Principal, another Voices administrator, psychologist, Voices counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

- **ALWAYS TAKE THREATS OF SUICIDE SERIOUSLY**
- CALL 911 for medical assistance.
- Do not leave suicidal person unattended. Send a runner to inform your immediate supervisor or other responsible person, principal/designee.
- The principal/designee will:
  - Contact the parent/guardian, apprise them of the situation and make recommendations. Put all recommendations in writing to the parent/guardian.
- If the student is known to be currently in counseling, the principal/designee will attempt to inform their treatment provider of what occurred and the actions taken.
- If the parent refuses to cooperate, and there is any doubt regarding the child's safety,

the school employee who directly witnessed the threat will pursue a 302 involuntary mental health assessment by calling **Santa Clara County Emergency Services at 408-299-2501** or **Contra Costa County Emergency Services at 925-646-4461 or San Joaquin County Emergency Services at 209-953-6200** and ask for a delegate. The delegate will listen to concerns and advise on the course of action. If a 302 involuntary mental health assessment is granted, the first-hand witness will need to be the petitioner, with support from the principal/designee.

- If the county delegate authorizes a 302 mental health assessment, then the county will authorize transportation to the assessment. If a school employee should transport the student, then one school employee should drive and another should be seated next to the student. Do not drive the student in personal vehicles. Do not leave the student alone at any time. Depending on the level of the student's distress, the 302 petitioner (the employee who learned firsthand of the threat) may need to travel in a separate vehicle.

Note: If a threat is made during an after-school program, and no school personnel is available, call **Santa Clara County Crisis Emergency Services at 408-299-2501, Contra Costa County Emergency Services at 925-646-4461, San Joaquin County Emergency Services at 209-953-6200** or **1-800-SUICIDE** or **1-800-273-TALK** for help. Immediately inform the principal or designee regarding the incident and actions taken.

The law requires that you do only what is reasonable under the circumstances; for example, do not try to remove a gun or other weapon from the person.

Suicidal Act

The first school employee on the scene must call for help from another staff member, locate the individual, and follow school emergency medical procedures, such as calling 911.

- A staff member must notify the principal/designee.
- Staff members should move all other students out of the immediate area and arrange appropriate supervision. Students should not be allowed to observe the scene.
- The principal/designee will involve the Leadership Response Team (LRT) to assist as needed and inform the Network Senior Leadership Team.
    - The Leadership Response Team consists of any of the following people:
        - Principal
        - Business Manager
        - Parent Liaison/Dean of Culture
        - Academic Coach
        - Technology Coordinator

  - Teacher informs the office, "I need the Leadership Response Team (LRT)," either by telephone, AT, or student runner.
  - The office drops everything and the LRT mobilizes.
- The principal/designee will contact the parent/guardian and ask them to come to the school or hospital.
- The principal/designee will call for assistance from the Santa Clara County's on-call crisis response team at 408-279-3312, San Joaquin County Emergency Services at 209-953-6200 or Contra Costa Crisis Center - 800-833-2900
- The principal/designee will document in writing all actions taken and recommendations.
- If the student is known to be currently in counseling, the principal/designee will attempt to inform their treatment provider of what occurred and the actions taken.
- The principal/designee will involve the Leadership Response Team (LRT) for follow-up and support.
- The principal/designee will request written documentation from any treating facilities prior to a student's return to school.
- Staff will promptly follow up with any students or staff who might have witnessed the attempt, and contact their parents/guardians. Staff will provide supportive counseling and document all actions taken. Please refer to Appendix E for Voices College-Bound Language Academies Self Harm/Suicide Risk Assessment Form.
- Media representatives should be referred to the appropriate school spokesperson [e.g., COO, or CEO]. School staff should make no statements to the media.

Procedure to Handle the Death of a Student

By far, the worst crisis situation is the death of a student. When a student dies, emotional trauma is a natural occurrence for students, faculty, and staff. A student's death, which occurs on campus, particularly as a result of school violence, is admittedly the most extreme case of trauma for the family and the school community. There is no procedure that fits every scenario; each case requires individual attention. Certainly, there is no prescribed method for dealing with such tragedy; however, the following are suggestions for a school's response to death, particularly death that occurs as a result of school violence:

1. After the initial response, administrators and counselors will meet immediately to review what has happened. Responding to the psychological needs of both staff and students as soon as possible is the best prevention for the development of post-traumatic stress.
2. Get as much information as possible from the family and ask their permission to share it with the students, faculty, and staff. Ask if they have any objection to students, faculty, and staff attending the funeral.
3. Relay the information to the students in a factual way, careful to avoid breaching the student's or family's privacy. The school principal and a counselor might consider

moving from room to room to tell the students what has happened, as developmentally appropriate. They should tell the truth, allow for expression of feelings, and affirm any expressions or feelings the students have. Students need to be told that they may visit a counselor's office for special assistance if they need to talk.

4. If possible, allow a break after telling the students in order to give them an opportunity to express their grief with other students.
5. Upon returning to school, students should be allowed time to discuss their feelings, talk about the deceased, and discuss memories. Give students, faculty, and staff information about the funeral and allow them to attend, provided the family has granted permission.
6. Watch for trouble signs among the students. Be prepared to call in extra counselors if necessary.

Registered Sex Offender Policy

For the protection of students while they are traveling to and from school, attending school, or at a school-related activity, the Governing Board of Voices College-Bound Language Academies ("Voices") has developed the following policy and procedures to ensure Voices principals and their designees respond appropriately as directed by law enforcement when apprised of information that a registered sex offender resides or works within two (2) miles of a Voices school. See Registered Sex Offender Policy.

Staff/Student Interaction Policy

Voices Academies recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the most safe and learning conducive environment possible. See Professional Boundaries: Staff/Student Interaction Policy.

Child Abuse and Neglect Reporting Procedures

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

Voices will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166,

is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars ($1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

Harassment, intimidation, discrimination and bullying policy

Title IX, Harassment, Intimidation, Discrimination and Bullying Policy

This Title IX Policy Prohibiting Discrimination on the Basis of Sex ("Policy") contains the policies and grievance procedures of the Voices College-Bound Language Academies ("Voices" or "Charter School") to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

Voices does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq*.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.[1] Voices will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in Voices' education programs or activities on or after August 1, 2024 including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom Voices does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as "Title IX") may be referred to Voices Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination
Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by Voices.

[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.

Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Prohibited Sex-Based Harassment
Under Title IX, "sex-based harassment" means conduct on the basis of sex that satisfies one or more of the following:

- Quid pro quo harassment occurs when an employee, agent, or other person authorized by Voices to provide an aid, benefit, or service under Voices' education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.

- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from Voices' education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
    - The degree to which the conduct affected the complainant's ability to access Voices' education program or activity;
    - The type, frequency, and duration of the conduct;
    - The parties' ages, roles within Voices' education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
    - The location of the conduct and the context in which the conduct occurred; and
    - Other sex-based harassment in Voices' education program or activity.

- Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

- Dating violence, meaning violence committed by a person:
    - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
    - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
        - The length of the relationship;
        - The type of relationship; and
        - The frequency of interaction between the persons involved in the relationship.

- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
    - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
    - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
    - Shares a child in common with the victim; or
    - Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.

- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
- Fear for the person's safety or the safety of others; or
- Suffer substantial emotional distress.

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through Voices.

Examples of conduct that may fall within the Title IX definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
    - Rape, sexual battery, molestation or attempts to commit these assaults.
    - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.

- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:

  - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
  - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  a. Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  b. Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  c. Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in Voices' education program or activity at the time of the alleged sex discrimination. Complaints may also be made by: (1) a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or (2) Voices' Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or other person who was participating or attempting to participate in Voices' education program or activity at the time of the alleged sex discrimination.

Complaint means an oral or written request to Voices that objectively can be understood as a request for Voices to investigate and make a determination about alleged sex discrimination.

Confidential Employee means an employee of Voices whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom Voices has designated as confidential under Title IX for the purpose of providing services to persons related to sex discrimination.

Party means a complainant or respondent.

Respondent means a person who is alleged to have violated Voices' prohibition on sex discrimination.

Supportive Measures are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to a party to (1) restore or preserve that party's access to Voices' education program or activity, including measures that are designed to protect the safety of the parties or Voices' educational environment; or (2) provide support during Voices' grievance procedures or during an informal resolution process.

Title IX Coordinator

The Board of Directors of Voices ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Armando Arteaga
Director of Human Resources
6840 Via del Oro #205, San Jose, CA 95119
aarteaga@voicescharterschool.com
(408) 791-1609

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

Deanna Flores
Chief
6840 Via del Oro #205, San Jose, CA 95119
dflores@voicescharterschool.com
(408) 791-1609

The Coordinator is responsible for coordinating Voices' efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decision maker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure Voices' consistent compliance with Title IX.

Reporting Sex Discrimination

All employees who are not a confidential employee must promptly notify the Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Executive Director, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.
Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Voices will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Privacy
Voices acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

Retaliation
Voices prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or

proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes Voices from requiring an employee or other person authorized by Voices to provide aid, benefit, or service under Voices' education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

Confidential Employees
Contact information for the confidential employees at Voices, if any, can be found on the Voices' website or obtained from the Coordinator.

A confidential employee's status as confidential, for Title IX purposes, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies or with respect to information received about sex discrimination in connection with providing services to persons related to sex discrimination.

A confidential employee must explain the following to any person who informs them of conduct that reasonably may constitute sex discrimination under Title IX:

- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

Coordinator's Response to Reports of Sex Discrimination
When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;
- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;
- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;
- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether Voices could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents Voices from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.

The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Voices' education program or activity.

Supportive Measures

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or Voices' educational environment, or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact the Chief Executive Officer via email at aldoramirez@voicescharterschool.com, who is an appropriate and impartial employee or who may designate such an employee, to seek modification or reversal of Voices' decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's IEP Team and 504 Team, if any, in the implementation of supportive measures for that student.

Informal Resolution

At any time prior to determining whether sex discrimination occurred under Voices' Title IX grievance procedures, Voices may offer an informal resolution process to the parties. Voices does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Before initiation of the informal resolution process, the parties will be provided with notice that explains:

- The allegations;
- The requirements of the informal resolution process;
- The right to withdraw and initiate or resume the grievance procedures;
- That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;
- The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and

- What information is retained and whether and how it may be disclosed by Voices for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. Voices will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decision maker in the grievance procedures. The facilitator cannot have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

Grievance Procedures

Scope and General Requirements

Voices has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in Voices' education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

Voices requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

Voices will treat complainants and respondents equitably. Voices presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

Voices may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

Voices allows for the reasonable extension of time frames on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay.

Voices will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

Voices will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence.[2] Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

If a party is a student with a disability, the Coordinator or designee must consult with one or more members, as appropriate, of the student's IEP Team and 504 Team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act of 1973 ("Section 504") throughout the grievance procedures.

Dismissal

In most cases, Voices will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

Voices may dismiss a complaint if:

- Voices is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in Voices' education program or activity and is not employed by Voices;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and Voices determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- Voices determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, Voices will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant's right to appeal the dismissal on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;

[2] Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decision maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing of the dismissal, the basis for the dismissal, and the respondent's right to appeal the dismissal on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable Voices policy.

Appeal of a Dismissal
If a dismissal is timely appealed in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decisionmaker for the appeal, and the parties' right to submit a statement to the decision maker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decision maker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decision maker will notify the parties in writing of the result of the appeal and the rationale for the result.

Notice of the Allegations
Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- Voices' grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to Voices;
- A statement that retaliation is prohibited; and

- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if Voices provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

Emergency Removal

Voices may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with Voices' policies.

Voices may remove a respondent from Voices' education program or activity on an emergency basis, in accordance with Voices' policies, provided that Voices undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.

Investigation

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. Voices has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by Voices to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless Voices obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The

fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence. The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it. The parties timely submitted written responses, if any, will be considered by the investigator and decision maker before a determination of responsibility is made.

Voices will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

Determination of Responsibility
Before making a determination of responsibility, the decisionmaker may question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days of the expiration of the timeframe for the parties to submit a written response to the evidence or an accurate description of it, the decisionmaker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

Appeal of the Determination of Responsibility
Should a party find Voices' determination unsatisfactory, the party may, within five (5) business days of notice of Voices' determination, submit a written appeal to the Chair of the Voices Board, who will serve as the decision maker for the appeal or designate a decisionmaker for the appeal. The decision maker for the appeal must not have taken part in the investigation of the allegations.

The decision maker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

Consequences
Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from Voices or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by Voices including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Voices' education program or activity.

No party, witness, or other person participating in Voices' grievance procedures will be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on Voices' determination whether sex discrimination occurred.

Student Pregnancy and Related Conditions

Voices will not discriminate against any student or applicant based on their current, potential, or past pregnancy or related conditions. For more information about policies and procedures applicable to employees who are pregnant or have a related condition, please refer to the Voices employee handbook.

When a student, or a person who can legally act on behalf of the student, informs any employee of the student's pregnancy or related condition, unless the employee reasonably believes that the Coordinator has already been notified, the employee must promptly:

- Provide that person with the Coordinator's contact information; and
- Inform that person that the Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to Voices' education programs and activities.

If a student, or a person who has a legal right to act on behalf of the student, notifies the Coordinator of the student's pregnancy or related condition, the Coordinator or designee must promptly:

- Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of Voices' obligations under:
    - 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
    - 34 C.F.R. § 106.44(j), which includes rules on disclosures of personal information;
- Provide Voices' Title IX notice of nondiscrimination; and
- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.

A student who is pregnant or has a related condition will be provided with a lactation space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used for expressing breast milk or breastfeeding as needed.

A student who is pregnant or has a related condition may voluntarily take a leave of absence for the time deemed medically necessary by the student's licensed healthcare provider, or if the student so chooses, the time allowed under any Voices leave policy for which the student qualifies. A pregnant or parenting student is entitled to eight weeks of parental leave, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant.
Upon the student's return from leave, the student will be reinstated to the academic status, and, as practicable, to the extracurricular status that the student held when the leave began. The student will not be required to provide any kind of certification demonstrating their ability to physically participate in any class, program, or extracurricular activity unless:

- The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- Such certification is required of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for sex discrimination.

Students who are pregnant or have a related condition will not be required to provide supporting documentation unless necessary and reasonable to determine reasonable modifications or additional actions related to lactation space, leaves of absence, or voluntary access to any available separate and comparable portion of the program.

Training

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All employees, Coordinators and designees, investigators, decisionmakers, and other persons who are responsible for implementing Voices' grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

Voices will maintain the following records for at least seven (7) years:

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.

- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions Voices took to meet its obligations under 34 C.F.R. § 106.44.
- All materials used to provide required Title IX training. Voices will make these training materials available upon request for inspection by members of the public.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

Purpose

To provide students with access to an environment that is safe, secure and conducive to learning. This policy provides guidelines for staff and students to follow for the purpose of providing all students with an environment that is focused on learning. See Title IX Policy Prohibiting Discrimination on the Basis of Sex and Harassment, Intimidation, Discrimination and Bullying Policy.

When an emergency situation occurs, contact the school office staff immediately so that they may determine what type of response is necessary.

Exposure Control Plan For Bloodborne Pathogens

The Principal or designee, shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Principal, or designee, shall establish a written "Exposure Control Plan" designed to protect employees from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

The Board shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the Charter School's "Exposure Control Plan," employees having occupational exposure shall be trained in accordance with applicable state regulations (8 CCR 5193) and offered the hepatitis B vaccination.

The Principal, or designee, may exempt designated first-aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations.

Any employee not identified as having occupational exposure in the Charter School's exposure determination may petition to be included in the Charter School's employee in-service training and hepatitis B vaccination program. Any such petition should be submitted to the Principal, or designee, who shall evaluate the request and notify the petitioners of his/her decision. The

Principal, or designee, may deny a request when there is no reasonable anticipation of contact with infectious material.

Medical Emergency Procedures

Medical Emergency Reporting Procedure. Medical emergencies and accidents can occur at any time and may involve a student or employee. Some emergencies may only require first aid care, while others may require immediate medical attention. When in doubt, it is better to err on the side of caution and dial 911.

1. Medical emergencies involving any student or employee must be reported to the school principal, or his/her designee.
2. Dial 911 or direct someone to do so, provide the following information
    a. School name and phone number
    b. Building address including nearest cross street(s)
    c. Exact location within the building
    d. Your name and phone number
    e. Nature of the emergency
    f. Do not hang up until advised to do so by dispatcher
3. Send a runner to notify the school office that an individual has been injured and an ambulance has been called.
4. Ask someone to dispatch a first aid/CPR trained employee to the victim.
5. Stay calm. Keep the victim warm with a coat or blanket. Do not leave a person unattended.
6. Do not move the victim unless there is danger of further injury.
7. Do not give the victim anything to eat or drink.
8. Draft a written incident report and submit it to the School principal, or his/her designee, before the end of the next workday. See Appendix C for Student/Employee Minor Incident/Accident Report.

Medical Emergency General Guidelines

For minor accidents, use a first aid kit in the classroom.
If a child complains of **illness**, question him/her to determine severity.

1. For minor illness, have the child rest head on desk for 10 to 15 minutes. If he/she still complains, send him/her with a note to the front office (or call the office for escort).
2. If a student is too ill to walk to the office, call the front office for immediate help and explain the severity of the situation.

If a child has **convulsions**:

1. Keep calm
2. Attempt to ease him/her to the floor so he/she will not fall and injure him/herself
3. Turn his/her head to one side so his/her tongue will not block his/her airway
4. Do not attempt to insert anything in his/her mouth
5. Send someone to the office or call the office for assistance

Chemical Burns of skin or eyes should be flushed with large quantities of water at the nearest source. Then send or call the office.

Insect Bites:

1. Remove stinger if possible.
2. Apply cold, wet towel
3. Send to the office if systemic symptoms occur (labored breathing, swelling of the entire body, etc.)

If a **Tooth is displaced** by traumatic injury, wrap the tooth in moist gauze. Send an injured child to the office. Office needs to call the parent/guardian immediately.

Playground Accidents:

1. Render first aid on the playground if necessary
2. If the child is mobile, take them to office
3. If a stretcher is needed, call 911

In addition, the Red Cross offers the following guidelines:

RESCUE BREATHING	● Tap shoulder and shout, “Are you ok?” ● Call 911 if no response ● Open airway: tilt head back slightly, lift chin ● Check for breathing: check quickly for no more than 10 seconds ● If no breathing, give 2 rescue breaths o Tilt head back and lift the chin up o Pinch the nose shut, then make a complete seal of child’s mouth o Blow in for about 1 second to make the chest clearly rise o Give rescue breaths one after the other Rescue breathing count: **Adult:** 1 breath every 5 seconds **Child:** 1 breath every 3 seconds **Infant:** 1 breath every 3 seconds
Nose Bleed	● Put on disposable gloves ● Sit, leaning slightly forward ● Pinch the nose shut for about 10 minutes ● Apply ice or a cold pack that has been wrapped in cloth or towel to the bridge of the nose ● If the bleeding does not stop: o Apply pressure on the upper lip just beneath the nose o Call or have someone else call 911

Wounds	If minor: ● Put on disposable gloves ● Have victim sit down ● Wash wound ● Apply bandage ● Apply ice, if desired If severe: ● Put on disposable gloves ● Have person sit or lie down ● Control bleeding by: o Covering the wound with a dressing and firmly pressing against the wound with a gloved hand until the bleeding stops o Applying a pressure bandage over the dressing to maintain pressure on the wound and to hold the dressing in place o If blood soaks through the bandage, do not remove the blood-soaked bandages. Instead, add more dressings and bandages, and apply additional direct pressure. ● Continue to monitor the person's condition. Observe the person closely for signs that may indicate that person's condition is worsening, such as faster or slower breathing, changes in skin color, and restlessness ● Care for shock. Keep person from getting chilled or overheated ● Have person rest comfortably and provide reassurance ● Wash your hands immediately after giving care, even if you wore gloves
Choking	If unable to: Breathe, Cough, Speak then: ● Give 5 back blows: Bend the person forward at the waist and give 5 back blows between the shoulder blades with the heel of one hand. ● Give 5 abdominal thrusts: o Place a fist with the thumb side against the middle of the person's abdomen, just above the navel. o Cover your fist with your other hand. o Give 5 quick, upward abdominal thrusts. ● Continue care: Continue sets of 5 back blows and 5 abdominal thrusts until the: o Object is forced out

	○ Person can cough forcefully or breathe ○ Person becomes unconscious
Electric Shock	● Do NOT touch individual if they are still in contact with the electrical source ● Turn off source of electricity, if possible ● Call 911

Severe Allergic Reaction (Anaphylaxis)

Anaphylaxis is a severe and sudden allergic reaction. It occurs when a person is exposed to an allergen to which they are sensitive. The most common allergens or trigger substances that may cause anaphylaxis in school-aged children are:

- peanuts
- tree nuts
- fish
- shellfish
- egg
- cow's milk
- sesame
- soy
- insect stings
- latex
- certain medications. Note that the school may only administer medication upon the receipt of parent and physician authorization. See Appendix F for the Medication Doctor & Parent Authorization form.

Anaphylaxis is potentially life threatening and always requires an emergency response.

It is therefore critical that school staff, parents and caregivers are confident about the management and treatment of students who have been diagnosed by a medical practitioner as being anaphylactic or potentially anaphylactic.

Symptoms and signs of anaphylaxis

The symptoms and signs of anaphylaxis, usually but not always, occur within the first 20 minutes after exposure but in some cases can be delayed up to 2 hours or more. Rapid onset and

development of potentially life-threatening clinical effects are characteristic markers of anaphylaxis.

Symptoms and signs of anaphylaxis (a severe allergic reaction) may include one or more of the following:

- Difficulty and/or noisy breathing
- Swelling of the tongue
- Swelling or tightness in the throat
- Difficulty talking or hoarse voice
- Wheeze or persistent cough
- Dizzy/light headed
- Loss of consciousness and/or collapse
- Pale and floppy (young child)

Symptoms and signs of a mild to moderate allergic reaction may include one or more of the following:

- Tingling of the mouth
- Hives, welts or body redness
- Swelling of the face, lips, eyes
- Vomiting, abdominal pain

Emergency treatment procedures – Immediate Reaction Required

<u>For students WITH an Action Plan for Anaphylaxis</u>

- Follow emergency response plan as outlined in a student's Severe Allergy Medical Management Plan
- If Action Plan indicates the use of an Epinephrine auto injector (EpiPen), trained staff shall administer the EpiPen
- Seek urgent medical assistance – call an ambulance (tell the dispatcher that the medical condition is anaphylaxis or a severe allergy)
- If unconscious and no pulse is evident, commence CardioPulmonary Resuscitation (CPR) and continue until ambulance arrives
- Contact parents/caregivers
- Maintain airway, breathing and circulation at all times
- Maintain close observation for possible relapse while waiting for ambulance or medical assistance.

For students WITHOUT Severe Allergy Medical Management Plan

California Education Code (EC) Section 49414, as amended by Senate Bill 1266, effective January 1, 2015,[5] *requires school districts to provide emergency epinephrine auto-injectors to school nurses or trained personnel who have volunteered, and provides that school nurses or trained personnel who have volunteered may use epinephrine auto-injectors to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction.*[6]

Severe allergic reactions or anaphylaxis can occur when there is no history of known allergies. This situation should be treated as an emergency. Under these circumstances there will be no Action Plan. Recognition of the symptoms and/or signs as being anaphylactic may also be a problem. The following steps should be followed:

- A trained staff member or volunteer shall administer the Epinephrine Auto-Injector (EpiPen)
- Seek urgent medical assistance – call an ambulance (if suspected, tell the dispatcher that the medical condition is anaphylaxis or a severe allergy)
- Lay the person flat and elevate the legs if the person is dizzy or seems confused or has a reduced level of consciousness, unless this makes it more difficult for the person to breathe
- Follow standard resuscitation measures if there is no pulse, no breathing or loss of consciousness – if oxygen is available give at a high flow rate.
- Contact parents/caregivers
- Maintain airway, breathing and circulation at all times
- Maintain close observation for possible relapse while waiting for ambulance or medical assistance.

Severe Allergy Medical Management Plan

Steps in the Emergency Use of an Epinephrine Auto-Injector (EpiPen):

1. Determine if anaphylaxis is suspected. Anaphylaxis usually, but not always, occurs right after exposure to an allergen. Frequently anaphylaxis occurs in individuals who have a history of a previous reaction. If there is uncertainty about the diagnosis, but there is a reasonable probability that it is anaphylaxis, then treat it as anaphylaxis.
2. **If anaphylaxis symptoms occur, call 911 or activate the emergency medical system (EMS). Stay with the victim.** Have others notify the paramedics, school nurse, parents and principal/designee immediately.
3. Have the victim sit down. Reassure the victim and avoid moving him or her. Calming reduces the distribution of the allergen in the body.

4. **Prepare to administer EpiPen.**
    a. For students in second grade or below, or if less than 55 lbs, use **White label** EpiPen Jr (0.15 mg)
    b. For adults and students in third grade or above, or if more than 55 lbs, use **Yellow label** EpiPen (0.30 mg). The EpiPen acts immediately; however the effects last only 10 -15 minutes. *Make sure someone has called **911**.*
5. EpiPen Administration Procedure:

Grasp the EpiPen and form a fist around the unit. With the other hand, pull off the GRAY Safety Cap.

a. **Hold the black tip near the outer thigh. Never put your thumb, fingers, or hand over the black tip.** (If an accidental injection occurs, go immediately to the nearest hospital emergency room.)
b. **Swing and jab the black tip firmly into the OUTER BARE THIGH so that the auto-injector is perpendicular (at a 90° angle) to the thigh. You will hear a click.** (The EpiPen can be injected through the victim's clothing, if necessary.)
c. **Hold the EpiPen firmly in place for 10 seconds, and then remove it from the thigh.** (After the injection, the victim may feel his or her heart pounding. This is a normal reaction.)
d. **Remove the EpiPen and massage the injection area for several seconds.**
e. **Check the black tip:**
    - If the needle is exposed, the dose has been delivered
    - If the needle is not exposed, repeat steps b through e
f. **Dispose of the EpiPen in a "sharps" container or give the expanded EpiPen to the paramedics.**
g. **Call 911, if not previously called.**

6. If the anaphylactic reaction is due to an insect sting, remove the stinger as soon as possible after administering the EpiPen. Remove stinger quickly by scraping with a fingernail, plastic card or piece of cardboard. Apply an ice pack to the sting area. Do NOT push, pinch, or squeeze, or further imbed the stinger into the skin because such action may cause more venom to be injected into the victim.
7. Observe the victim for signs of shock. Cover the victim with a blanket, as necessary, to maintain body temperature and help to prevent shock.
8. Monitor the victim's airway and breathing. Begin CPR immediately if the victim stops breathing.
9. Take the victim's vital signs (if trained to do so) and record them. Duplicate the emergency card for the paramedics. When paramedics arrive tell them the time EpiPen was administered and the dose administered. If EpiPen has not been disposed of in a sharps container, give the expanded EpiPen to the paramedics.
10. **If symptoms continue and paramedics do not arrive, use a new EpiPen and re-inject 15 to 20 minutes after initial injection.** Continue to monitor the victim's

airway and breathing.

11. Follow-up medical care should be obtained at the emergency room or from the victim's physician. A second delayed reaction may occur up to 6 hours after the initial anaphylaxis.
12. Document the incident and complete the accident/incident report. See Appendix C for Student/Employee Minor Incident/Accident Report. Include in the documentation the date and time EpiPen was administered, the victim's response, and additional pertinent information. Send a copy of the report to the school nurse.

Quick Reference:

- DO NOT HESITATE to administer Epipen and to call 911 even if the parents cannot be reached.
- Call 911 immediately. 911 must be called if Epipen is administered.
- Advise 911 dispatch that the student is having a severe allergic reaction and Epipen is being administered.
- Students should remain quiet with a staff member at the location where the symptoms began until EMS arrives.
- Provide a copy of the Severe Allergy Plan to EMS upon arrival. See Appendix G for Severe Allergy Medical Management Plan Signature Page.
- Notify the administrator and parent/guardian.
- Call the CDE's School Health Connections Office at 916-319-0914.

Automated External Defibrillator (AED)

Steps in the Emergency Use of an Automated External Defibrillators (AED) during sudden cardiac arrest.

Before Using the AED

These AED steps should be used when caring for a non-breathing child aged 8 or older who weighs more than 55 pounds, or an adult.

After checking the scene and ensuring that the person needs help, you should ask a bystander to call 911 for help, then:

1. Turn on the AED and follow the visual and/or audio prompts.
2. Open the person's shirt and wipe his or her bare chest dry. If the person is wearing any

medication patches, you should use a gloved (if possible) hand to remove the patches before wiping the person's chest.
3. Attach the AED pads, and plug in the connector (if necessary).
4. Make sure no one, including you, is touching the person. Tell everyone to "stand clear."
5. 5Push the "analyze" button (if necessary) and allow the AED to analyze the person's heart rhythm.
6. If the AED recommends that you deliver a shock to the person, make sure that no one, including you, is touching the person – and tell everyone to "stand clear." Once clear, press the "shock" button.
7. Begin CPR after delivering the shock. Or, if no shock is advised, begin CPR. Perform 2 minutes (about 5 cycles) of CPR and continue to follow the AED's prompts. If you notice obvious signs of life, discontinue CPR and monitor breathing for any changes in condition.

Resuscitation Orders

School employees are trained and expected to respond to emergency situations without discrimination. If any student needs resuscitation, staff shall make every effort to resuscitate him/her.

Staff members are prohibited from accepting or following any parental or medical "do not resuscitate" orders. School staff should not be placed in the position of determining whether such orders should be followed, and such Advance Directives shall not be communicated to staff. The principal, or designee, shall ensure that all parents/guardians are informed of this policy.

Opioid Overdose Response Protocol

STEP 1: Evaluate for Signs of Overdose.

a. All employees will be trained to recognize the following signs of an opioid overdose:
    - Unconsciousness or inability to awaken;
    - Slow or shallow breathing or breathing difficulty, such as choking sounds or a gurgling/snoring noise from a person who cannot be awakened; and
    - Fingernails or lips turning blue/purple.
b. If any person is suspected of suffering an overdose, any employee shall first attempt to stimulate the person by:
    - Calling the person’s name;
    - Then, vigorously grind knuckles into the sternum (breastbone) or rub knuckles on the person’s upper lip.
c. If the person responds, assess whether he or she can maintain responsiveness and breathing.

d. Continue to monitor the person, including breathing and alertness, and try to keep the person awake and alert.
e. If unresponsive, call 911, consider providing rescue breathing if the person is not breathing on their own or get help from someone trained in emergency response techniques.

STEP 2: Call 911. Calling 9-1-1 at the appropriate time is an essential step to getting someone with medical expertise to care for the person suspected of experiencing an opioid overdose. If no emergency medical services (EMS) or other trained personnel are on campus, activate the 9-1-1 emergency system immediately. All that needs to be reported is "Someone is unresponsive and not breathing" and then report the specific address and/or description of the location on the campus where the person is located. After relaying this information, follow the dispatcher's instructions. If appropriate, the 911 operator may instruct you to begin CPR and implement rescue breathing, which you may perform or have another responsible and/or trained adult perform. Follow these and all instructions given by 911 operators until emergency responders arrive.

If your school site is supplied with Narcan (Naloxone) proceed to STEP 3, otherwise skip to STEP 4

STEP 3: Administering Naloxone. Employees will be trained on the administration of naloxone according to the instructions provided with the naloxone product maintained at the school.

a. If a person does not respond within 2-3 minutes after administering a dose of naloxone administer a second dose of naloxone.
b. The duration of effect of naloxone depends on the dose, method of administration, and overdose symptoms. The goal of naloxone therapy should be to restore adequate spontaneous breathing, but not necessarily complete arousal.
c. More than one dose of naloxone may be needed to revive someone who is overdosing. People who have taken longer acting or more potent opioids may require additional doses or forms of naloxone therapy.
d. Comfort the person being treated, as withdrawal triggered by naloxone can feel unpleasant. Some people may become agitated or confused, which may improve by providing reassurance and explaining what is happening.

STEP 4: Support the Person's Breathing. Supporting breathing is an important intervention and may be lifesaving on its own. Rescue breathing can be very effective in supporting respiration, and chest compressions can provide ventilatory support. If trained to perform rescue breathing and comfortable doing so, it is recommended that you administer it to someone experiencing opioid overdose symptoms if they are having difficulty breathing. If you are not trained in rescue breathing or are not comfortable administering rescue breathing, call for help from school medical personnel, if any, or other individuals who may be trained in rescue breathing or other emergency medical response techniques.

a. Rescue breathing for adults involves the following steps:
    - Be sure the person's airway is clear (check that nothing inside the person's mouth or throat is blocking the airway).
    - Place one hand on the person's chin, tilt the head back, and pinch the nose closed.
    - Place your mouth over the person's mouth to make a seal and give two slow breaths.
    - Watch for the person's chest (but not the stomach) to rise.
    - Follow up with one breath every 5 seconds.
b. Chest compressions for adults involve the following steps:
    - Place the person on their back.
    - Press hard and fast on the center of the chest.
    - Keep your arms extended.

STEP 5: Assist Emergency Responders. After emergency responders arrive on site, assist them with any requests they may have while tending to the individual experiencing the overdose. Keep other students and unnecessary persons out of the way and make sure the path is clear to the individual needing emergency assistance and back to an ambulance, if necessary. Continue to comply with 911 operator instructions until told to hang up.

DO's and DON'Ts:

DO attend to the person's breathing and cardiovascular support needs by administering oxygen or performing rescue breathing and/or chest compressions.
DO put the person in the "recovery position" on the side, if you must leave the person unattended for any reason.
DO stay with the person and keep them warm.
DON'T slap or forcefully try to stimulate the person; it will only cause further injury. If you cannot wake the person by shouting, rubbing your knuckles on the sternum, or light pinching, the person may be unconscious.

DON'T put the person into a cold bath or shower. This increases the risk of falling, drowning, or going into shock.
DON'T try to make the person vomit drugs that may have been swallowed. Choking or inhaling vomit into lungs can cause a fatal injury.

Emergency Response Plan

The intent of this plan is to clarify school procedures in the case of an emergency. The objectives of our plan are the following:

1. To provide for action which will minimize injuries and loss of life of students and school and emergency personnel if an emergency occurs during school hours;
2. To provide for maximum use of school personnel and school facilities;
3. To ensure the safety and protection of our students and school personnel immediately after a disaster;
4. To arrange for a calm and efficient plan for parents/guardians to retrieve their children from school, should it be necessary, following a disaster.

To meet these objectives, in the event a disaster should occur when children are at school, the following action plan would be implemented.

Initial Response to Emergencies

School personnel are usually first on the scene of an emergency situation within the school. They will normally take charge and remain in charge of the emergency until it is resolved and will transfer command and incident management to the appropriate emergency responder agency with legal authority to assume responsibility. They will seek guidance and direction from local officials and seek technical assistance from state and federal agencies and industry where appropriate. **However, at no time will school officials transfer responsibility for student care.**

When an emergency situation occurs, school personnel must quickly determine what initial response actions are required. Determining the appropriate actions to take is a three-step process:

1. identify the type of emergency;
2. identify the level of emergency; and
3. determine immediate action(s) that may be required. Each of these steps is discussed in the following sections.

Identify Type of Emergency

The first step in responding to an emergency is to determine the *type* of emergency that has

occurred. Emergency procedures for the types of emergencies listed below are provided herein.

- Fire on School Grounds
- Earthquake
- Bomb Threat
- Intruder, Hostage Taking, Lockdown
- Severe Weather
- Extended Power Loss
- Poisoning, Chemical Spills, Hazardous Materials
- Biological or Chemical Attack
- Radiation Threat
- Armed Assault on Campus
- Drive-by Shooting
- Air Pollution / Smog
- Fallen Aircraft
- Explosion
- Unlawful Demonstration/Walkout
- Emergency phone numbers can be found at Appendix H.

In identifying the type of emergency, Voices will follow the Homeland Security Advisory Recommendation, as necessary.

Identify Level of Emergency

The second step in responding to an emergency is to determine the *level* of the emergency. For schools, emergency situations can range from a small fire to a major earthquake. To assist schools in classifying emergency situations, a three-tiered rating system is described below.

Level 1 Emergency: A *minor* emergency that is handled by school personnel without assistance from outside agencies, e.g., a temporary power outage, a minor earthquake, or a minor injury in the play yard.

Level 2 Emergency: A *moderate* emergency that requires assistance from outside agencies, such as a fire or a moderate earthquake, or a suspected act of terrorism involving the dispersion of a potentially hazardous material, e.g., “unknown white powder”.

Level 3 Emergency: A *major* emergency event that requires assistance from outside agencies such as a major earthquake, civil disturbance or a large-scale act of terrorism. For Level 3 emergencies, it is important to remember that the response time of outside agencies may be seriously delayed.

Notification Procedures

1. In case of an emergency at any school facility, the flow of information after calling 911, shall be from the school principal to the Voices Team Z office. Information should include the nature of the incident and the impact on the facility, students and staff.
2. In the event of a fire, anyone discovering the fire shall activate the building fire alarm system. Unless there is a lockdown incident or a shelter in place incident in progress, the building shall be evacuated. In the event that a lockdown or shelter-in-place incident is in progress, the evacuation shall be limited to the area immediately in danger from the fire.
3. In the event the Voices main office is in receipt of information, such as a weather warning that may affect a school within Voices, the information shall be provided to the school principal.

Determine Immediate Response Actions

Once the type and extent of an emergency have been identified, school personnel can determine if an *immediate response action* is required. The principal/designee will be responsible for activating the school emergency operations plan and the initial response. The most common immediate response actions initiated during school emergencies are:

- Duck and Cover
- Shelter-In-Place
- Lockdown
- Evacuate Building
- Off-Site Evacuation
- All Clear

Immediate Response Actions

Duck and Cover
This action is taken to protect students and staff from flying or falling debris.

Description of Action

1. This action is to be taken immediately in case of an earthquake once shaking is perceived by the teachers and staff, even without the initial announcement by the principal.
2. If possible, the principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal

or designee will use other means of communication, i.e., sending messengers to deliver instructions. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. AS YOU ARE AWARE, WE ARE EXPERIENCING SOME SEISMIC ACTIVITY. FOR EVERYONE'S PROTECTION, ALL STUDENTS SHOULD FOLLOW STAFF DUCK AND COVER PROCEDURES, WHICH MEANS YOU SHOULD BE IN A PROTECTED POSITION UNDER A TABLE OR DESK, AWAY FROM WINDOWS AND ANYTHING THAT COULD FALL AND HURT YOU. HOLD THIS POSITION UNTIL THE SHAKING STOPS OR YOU ARE GIVEN FURTHER INSTRUCTIONS."

3. If inside, teachers will instruct students to duck under their desks and cover their heads with their arms and hands.
4. If outside, teachers will instruct students to drop to the ground, place their heads between their knees, and cover their heads with their arms and hands.
5. Teachers and students should move away from windows.

Shelter-in-Place

This action is taken to place and/or keep students indoors in order to provide a greater level of protection from airborne contaminants in outside air. Shelter-in-Place is implemented when there is a need to isolate students and staff from the outdoor environment, and includes the shutdown of classroom and/or building HVAC systems. During Shelter-in-Place, no one should be exposed to the outside air.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building. However, classes in bungalows and buildings with exterior passageways will have to remain in the classroom.

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. BECAUSE WE HAVE RECEIVED INFORMATION REGARDING A HAZARD IN THE COMMUNITY, WE ARE INSTITUTING SHELTER-IN-PLACE PROCEDURES. REMEMBER, THIS MEANS STUDENTS AND STAFF ARE TO REMAIN INSIDE THE BUILDING AWAY FROM OUTSIDE AIR WITH WINDOWS AND DOORS SECURELY CLOSED AND AIR CONDITIONING UNITS TURNED OFF. ALL STUDENTS AND STAFF THAT ARE OUTSIDE ARE TO IMMEDIATELY MOVE TO THE PROTECTION OF AN INSIDE ROOM. AS SOON AS WE HAVE FURTHER INFORMATION, WE WILL SHARE IT WITH YOU."

2. If inside, teachers will keep students in the classroom until further instructions are given.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers should consider the location and proximity of the identified hazard and, if necessary, proceed to an alternative indoor location.
4. Teachers are responsible to secure individual classrooms whereas the Business Manager will assist in completing the procedures as needed: shut down the classroom / building(s) HVAC system; turn off local fans in the area; close and lock doors and windows; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.

Lockdown (or "Code Red")

This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lockdown, students are to remain in the classrooms or designated locations at all time.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building.

For campuses located in Santa Clara County, if there is an active shooter on campus, students and staff should immediately utilize the Run, Hide, Defend protocol.
**Run, Hide, Defend is to be used for students in 3rd grade and above. For 2nd grade and below, the appropriate response should be determined by on-scene school staff.
** A predetermined meeting point should not be established

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., PHONES, TEXT, ETC. DO NOT SEND messengers to deliver instructions IN CODE RED SITUATION. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE HAVE AN EMERGENCY SITUATION AND NEED TO IMPLEMENT LOCKDOWN PROCEDURES. TEACHERS ARE TO LOCK CLASSROOM DOORS AND KEEP ALL STUDENTS INSIDE THE CLASSROOM UNTIL FURTHER NOTICE. DO NOT OPEN THE DOOR UNTIL NOTIFIED BY AN ADMINISTRATOR OR LAW ENFORCEMENT. IF OUTSIDE, STUDENTS AND STAFF ARE TO PROCEED INSIDE TO THE NEAREST BUILDING OR CLASSROOM."

2. If inside, teachers will instruct students to lie on the floor, lock the doors, and close any shades or blinds if it appears safe to do so.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium).
4. Custodian will check and lock all bathrooms.
5. Teachers and students will remain in the classroom or secured area until further instructions are given by the principal or law enforcement.
6. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel, shall be allowed on campus.

Evacuate Building

This action is taken after the decision is made that it is unsafe to remain in the building.

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the Principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE NEED TO INSTITUTE AN EVACUATION OF ALL BUILDINGS. TEACHERS ARE TO TAKE THEIR STUDENTS TO THE ASSEMBLY AREA AND REPORT TO THEIR DESIGNATED AREA. STUDENTS ARE TO REMAIN WITH THEIR TEACHER. TEACHERS NEED TO TAKE THEIR ROLLBOOK AND LOCK THE

CLASSROOM WHEN ALL STUDENTS HAVE EXITED THE CLASSROOM."

2. The principal or designee will initiate a fire alarm.
3. Teachers will instruct students to evacuate the building, using designated routes, and assemble in their assigned *Assembly Area*.
4. Teachers will take the student roster when leaving the building and take attendance once the class is assembled in a safe location.
5. Once assembled, teachers and students will stay in place until further instructions are given.

Off-Site Evacuation

This action is taken after a decision is made that it is unsafe to remain on the campus, and evacuation to an off-site assembly area is required.

Description of Action

1. The principal or designee will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE NEED TO INSTITUTE AN OFF-SITE EVACUATION. TEACHERS ARE TO TAKE THEIR STUDENTS TO THE OFF-SITE ASSEMBLY AREA AND REPORT TO THEIR DESIGNATED AREA. STUDENTS ARE TO REMAIN WITH THEIR TEACHER. TEACHERS NEED TO TAKE THEIR ROLLBOOK AND LOCK THE CLASSROOM WHEN ALL STUDENTS HAVE EXITED THE CLASSROOM."

2. The principal or designee will determine the safest method for evacuating the campus. This may include the use of school buses or simply walking to the designated off-site location. The off-site assembly areas are indicated on the Evacuation Map.
3. Teachers will secure the student roster when leaving the building and take attendance once the class is assembled in a pre-designated safe location.
4. Once assembled off-site, teachers and students will stay in place until further instructions are given.
5. If the event clearance is received from appropriate agencies, the principal or designee may authorize students and staff to return to the classrooms.

Staff Responsibilities:

Principal
- Orders evacuation via all-call systems and with the bell system.
- Takes student accounting as classes leave the school site.
- Does a final check of buildings and leaves for the evacuation site.
- Communicates with Designee as needed

Principal's Designee
- Takes student accounting as classes leave the school building.
- Does a final check of buildings and leaves for the evacuation site.
- Communicate with the principal as needed.

Teachers
- Teachers prepare to evacuate by:
- Getting an Emergency **Backpack.**
- Turning **off** air/heating.
- Taking student count before exiting the room.
- Students ***take*** jackets, but ***leave*** backpacks, etc.
- Walk class in an orderly and quiet manner to the assigned evacuation point.

Custodian
- Evaluates overall campus condition and takes precautionary action.
- Take necessary emergency precautions with gas, electricity, etc.
- Reports to principal or designee when the preceding actions are complete.

Adaptations for Students with Disabilities

Students with known disabilities should have emergency response accommodations noted in their 504 or IEP to indicate additional assistance that may need to be implemented in case of various emergencies covered by this safety plan. Students with known disabilities will also have a pre-designated location in their classrooms that are reserved for them during lockdown, shelter-in-place, and earthquakes.

In the event of an emergency, students with disabilities may have an additional staff person assigned to their classroom to carry out accommodations and assistance with disaster response procedures. The additional staff person will assist the student and teacher during the emergency response.

General Strategies for Assisting Individuals with Disabilities During an Emergency

The needs and preferences of non-ambulatory individuals will vary. Those at ground floor locations may be able to exit without help. Others may have minimal ability to move, and lifting may be dangerous. Some non-ambulatory people also have respiratory complications. Remove them from smoke and vapor immediately.

To alert visually impaired individuals

- ❑ Announce the type of emergency.
- ❑ Offer your arm for guidance.
- ❑ Tell the person where you are going, obstacles you encounter.

When you reach safety, ask if further help is needed.

To alert individuals with hearing limitations

- ❑ Turn lights on/off to gain a person's attention -OR-
- ❑ Indicate directions with gestures -OR-

Write a note with **EVACUATION** directions.

To evacuate individuals using crutches, canes or walkers

- ❑ **Evacuate** these individuals as injured persons.
- ❑ Assist and accompany to **EVACUATION** site, if possible -OR-
- ❑ Use a sturdy chair (or one with wheels) to move person -OR-

Help carry individuals to safety.

To evacuate individuals using wheelchairs

- ❑ Give priority assistance to wheelchair users with electrical respirators.
- ❑ Most wheelchairs are too heavy to take downstairs; consult with the person to determine the best carry options.

Reunite the person with the wheelchair as soon as it is safe to do so.

All Clear

This action is taken to notify teachers that normal school operations can resume.

Description of Action

1. The principal or designee will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal or designee will use other means of communication, i.e., sending messengers to deliver instructions.

"YOUR ATTENTION PLEASE. IT IS NOW SAFE TO RETURN TO YOUR CLASSROOM AND RESUME NORMAL OPERATIONS. I WOULD LIKE TO THANK AND COMMEND STUDENTS AND STAFF FOR THEIR COOPERATION."

2. This action signifies the emergency is over.
3. If appropriate, teachers should immediately begin discussions and activities to address students' fears, anxieties, and other concerns.

Training and Exercise

Voices understands the importance of training, drills, and exercises in the overall emergency management program. To ensure that school personnel and community first responders are aware of their duties and responsibilities under the school plan and the most current procedures, the following training, drill and exercise actions will occur.

1. Training and refresher training sessions shall be conducted for all school personnel. In case of academic staff, training should coincide with the Summer Professional Development. Training for the remainder of the support staff shall be held at a time during the school year that will allow for maximum attendance. Records of the training provided including date(s), type of training and participant roster will be maintained.
2. Information addressed in these sessions will include updated information on plans and/or procedures and changes in the duties and responsibilities of plan participants. Discussions will also center on any revisions to additional materials. Input from all employees is encouraged.
3. Voices will plan for 1) Earthquake, 2) Fire and 3) Evacuation drills 4) Code Red.

This plan addresses emergency actions that are conducted during all four phases of emergency management.

Note Regarding Code Red Drills

Education Code section 32282, subdivision (a)(2)(K), restricts the drill procedures that can be used to prepare students for active shooter situations. Accordingly, whenever a Code Red drill is held to prepare students for responding to an active shooter, those drills shall be designed to comply with the following features:

(1) Code-Red/Lockdown drills shall not be "high-intensity" drills, meaning they shall not include simulations that mimic an actual school shooter or other armed assailant, such as by using theatrical makeup, fake blood, actors, or participation of students in acting out active resistance to an assailant.

(2) The drill shall not use real weapons, gunfire blanks, or explosions.
(3) The drill shall be designed pursuant to a trauma-informed approach, meaning:
    (a) It shall be age and developmentally appropriate in content and terminology, as determined in consultation with school-based mental health professionals;
    (b) Advance notice of the drill (and its expected length of time) shall be provided to parents and guardians, teachers, administrators, and school personnel;
    (c) It shall offer the opportunity for parents/guardians to opt their students out of participation;
    (d) An announcement of the drill shall be given before and after the drill;
    (e) A notice shall be given to parents/guardians after the drill has concluded; and
    (f) The school shall provide contact information for community-based resources to parents/guardians, pupils, and staff who are negatively impacted by the drills.

Mitigation/Prevention

Voices will conduct mitigation/prevention activities as an integral part of the emergency management program. Mitigation/prevention is intended to eliminate hazards and vulnerabilities, reduce the probability of hazards and vulnerabilities causing an emergency situation, or lessen the consequences of unavoidable hazards and vulnerabilities. Mitigation/prevention should be a pre-disaster activity, although mitigation/prevention may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Among the mitigation/prevention activities included in the emergency operations program are:

1. Identifying hazards
2. Recording hazards
3. Analyzing hazards
4. Mitigating/preventing hazards
5. Monitoring hazards
6. Security Audit

Preparedness

Preparedness activities will be conducted to develop the response capabilities needed in the event of an emergency. Among the preparedness activities included in the emergency operations program are:

1. Providing emergency equipment and facilities.

2. Emergency planning, including maintaining this plan.
3. Involving emergency responders, emergency management personnel, other local officials, and volunteer groups who assist this school during emergencies in training opportunities.
4. Conducting periodic drills and exercises to test emergency plans and training.
5. Completing an After Action Review after drills, exercises and actual emergencies.
6. Revise plan as necessary.

Please refer to Appendix I for the School Crisis Response Box Checklist.

Response

Voices will respond to emergency situations effectively and efficiently. The focus of most of this plan is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation quickly, while minimizing casualties and property damage. Response activities include warning, first aid, light fire suppression, law enforcement operations, evacuation, shelter and mass care, light search and rescue, as well as other associated functions.

Recovery

If a disaster occurs, Voices will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the school and provide for the basic needs of the staff and students. Long-term recovery focuses on restoring the school to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to students, families and staff. Examples of recovery programs include temporary relocation of classes, restoration of school services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged stadiums and athletic facilities.

Emergencies Occurring During Summer or Other School Breaks

If a school administrator is notified of an emergency during the summer, the response usually will be one of limited school involvement. In that case, the following steps should be taken:

1. Disseminate information to the principal/designee, the Business Manager, and the parent liaison.
2. Identify close friends/staff most likely to be affected by the emergency. Keep the list and recheck it when school reconvenes.
3. Notify staff or families of students most likely to be affected by the emergency and recommend community resources for support.

4. Notify general faculty/staff by letter or telephone with appropriate information.
5. Schedule a faculty meeting for an update the week before students return to school.
6. Be alert for repercussions among students and staff.

When school reconvenes, check the core group of friends and other at-risk students and staff, and institute appropriate support mechanisms and referral procedures.

Evacuation Routes

Evacuation route maps have been posted in each work area.

Beyond planning for daily ingress/egress routes and emergency evacuation routes, schools must plan for assisting students, staff and visitors with disabilities. Under the Americans with Disabilities Act of 1990, individuals who are deaf/hard of hearing, blind/partially sighted, mobility impaired and/or cognitively/emotionally impaired must be assisted.

In the event of an airborne chemical or biological release, it is safest for students and staff to remain indoors at the school site.

Special Information For Parents

Telephones/Communications

In the event of an earthquake, flood or other natural disaster, keep your radios tuned to your local radio station for advisory information. Please do not call the school as we must have the lines open for emergency calls.

In the event of an emergency, we will share information with families via the school's automated communications system. Please make sure your updated contact information is in our system.

"YOUR ATTENTION PLEASE. THIS IS (NAME & TITLE) WITH AN IMPORTANT MESSAGE CONCERNING ALL OF VOICES COLLEGE-BOUND LANGUAGE ACADEMIES. AS YOU ARE AWARE, WE ARE EXPERIENCING SOME SEISMIC ACTIVITY. FOR EVERYONE'S PROTECTION, KEEP YOUR RADIOS TURNED TO YOUR LOCAL RADIO STATION FOR ADVISORY INFORMATION. PLEASE DO NOT CALL THE SCHOOL AS WE MUST HAVE THE LINES OPEN FOR EMERGENCY CALLS. WE WILL UPDATE YOU AS SOON AS WE HAVE FURTHER INFORMATION."

Dismissal

Should there be a major earthquake or other disaster, children will remain under the supervision of school authorities until parents or responsible adults can pick them up.

Student Release Procedure

1. Go directly to the entrance of the school or evacuation area.
2. Inform the teacher, aide or adult responsible for that classroom that you are taking the child from the class line.
3. Proceed with the child back to Student Release Tables to sign a Student Release/Runner Form (Appendix K) form for each child you are taking. Do not remove your child or any other child from school without signing the emergency release form. This provides us a record of where each child is if someone else arrives later looking for the child.
4. Unless you are staying to volunteer, please leave as quickly as possible after signing out your child.
5. Adults will be needed to help with first aid, dismissing students, helping with classes, monitoring traffic, etc. If you are able to volunteer to help, go directly to the Command Center (Appendix L) where the Business Manager will give you an assignment. Volunteers should leave children with their classes and not sign student release form(s) until they are ready to leave.

If You Can't Get to the School

Should a major disaster occur, it is likely that many parents will not be able to reach the school right away. If conditions make it necessary, we will release your child to the adult indicated on your child's Emergency Release form. We will keep a written record of the child and the adult to whom the child has been released.

The school principal or teacher in charge will determine the need to leave the building. In the event the building cannot be reoccupied or if a fire requires evacuation of the school, the students will be transferred to the nearest available safe shelter.

If the children are caught in a disaster between home and school, it is recommended that they go immediately to school.

Responding to Emergencies

The following pages outline how staff should respond in the event of specific emergency situations:

Fire

When the fire is discovered:

- Activate the nearest fire alarm (if installed)
- Notify the local Fire Department by calling: **911**
- If the fire alarm is not available, notify the site personnel about the fire emergency: Call Teachers' 2-way radio

Evacuation Process for Teachers:

1. Get emergency backpack
2. Get your class roster (clipboard).
3. Get the evacuation map (clipboard).
4. Count your students before you leave the room.
5. Close your door upon exiting the room.
6. Zero noise is to be adhered as the class walks to and waits at the Assembly Area.
7. Take roll at the Assembly Area.
8. Listen for direction from the principal.

The School needs to:

1. Notify the Fire Department by dialing 911. The Fire Department is to be notified of any fires larger in size than a wastebasket. The Fire Department should be given the following information:

Voices Morgan HIll
16505 Monterey Road
Morgan Hill, CA 95037
(408) 791-1700

Voices Franklin McKinley
715 Hellyer Avenue
San Jose, CA 95111
(408) 361-1960

Voices Mount Pleasant
14271 Story Road
San Jose, CA 95127
(408) 571-6404

Voices West Contra Costa
201 28th Street,
Richmond, CA 94804
(510) 480-0540

Voices Stockton
321 E Weber Ave
Stockton, CA 95202
(209)-455-5162

a. Exact location of the fire within the building

2. Have students and staff evacuate the building in accordance with established procedures.

Fight the fire ONLY if:

- The fire department has been notified; The fire extinguisher is in working condition
- The fire is small and is not spreading to other areas
- Escaping the area is possible by backing up to the nearest exit

Upon being notified about the fire:

- Leave the building using the designated escape routes
- Assemble in the designated area (see evacuation map)
- Remain outside until directed that it is safe to reenter

Business Manager and school support staff must:

- Disconnect utilities & equipment unless doing so jeopardizes his/her safety
- Coordinate an orderly evacuation of personnel
- Perform an accurate headcount of personnel reported to the designated area
- Determine a rescue method to locate missing personnel
- Provide the Fire Department personnel with the necessary info about the facility
- Perform assessment & coordinate weather forecast office emergency closing procedures

School support staff must:

- Ensure that all employees have evacuated the area / floor
- Report any problems to the principal/designee at the assembly area
- Assist all physically challenged employees and students in emergency evacuation

*****The principal/designee is the ONLY PERSON authorized to sign out a child in the event of ANY**

emergency***

Scenario 1: Fire In Surrounding Area

This procedure addresses the situation where a fire is discovered in an area adjoining the school. The initiated response actions should take into consideration the location and size of the fire, its proximity to the school and the likelihood that the fire may affect the school.

Procedure

- The principal/designee will initiate the appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, LOCKDOWN, EVACUATE BUILDING or OFF-SITE EVACUATION.
- The principal/designee will notify “911” and will provide the location and nature of the emergency.
- The principal/designee will instruct the Business Manager to prevent students from approaching the fire and keep routes open for emergency vehicles.
- The principal/designee will contact the local fire department and will work with the fire department to determine if school grounds are threatened by the fire, smoke, or other hazardous conditions.
- If the principal/designee issues the EVACUATE BUILDING action, staff and students will evacuate the affected building(s) using prescribed routes or other safe routes to the Assembly Area.
- In the event of an evacuation, teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
- The principal/designee will keep a battery-powered radio tuned to a local radio station for emergency information.
- As appropriate, the principal/designee will activate the BrightArrow Parent Alert System.
- The principal/designee will notify Team Z of the emergency situation.
- The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

Fire On School Grounds

This procedure addresses situations where a fire is discovered on school grounds. A quick response to this situation is very important to prevent injuries and further property damage.

Procedure

1. Upon discovery of a fire, teachers or staff will direct all occupants out of the building, signal the fire alarm, and report the fire to the principal/designee.

2. The principal/designee will immediately initiate the EVACUATE BUILDING action. Staff and students will evacuate buildings using the prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
4. The principal/designee will call “911” and will provide the exact location (e.g., building, room, area) of the fire.
5. Attempt to suppress fires and initiate rescue procedures until the local fire department arrives ONLY if the fire is small and is not spreading to other areas and/or escaping the area is possible by backing up to the nearest exit.
6. The Business Manager will secure the area to prevent unauthorized entry and keep access roads clear for emergency vehicles.
7. A School Administrator will direct the fire department to the fire and brief fire department official on the situation.
8. The Business Manager will notify the appropriate utility company of damages.
9. The principal/designee will notify Team Z of the fire.
10. Any affected areas will not be reopened until the Santa Clara, Contra Costa, or San Joaquin County Fire Department or appropriate agency provides clearance and the principal/designee issues authorization to do so.
11. For fires during non-school hours, the principal/designee and Team Z will determine if the school will open the following day.
12. All fires, regardless of their size, which are extinguished by school personnel, require a call to the Fire Department to indicate “fire is out.”

Earthquake Procedure

What to Expect During an Earthquake

The first indication of a damaging earthquake may be a gentle shaking, the swaying of hanging objects or the sound of objects wobbling on shelves. You may be jarred by a violent jolt. You may hear a low, loud, rumbling noise and then feel shaking, making it very difficult to move from one place to another. The following may occur:

- Freestanding bookshelves may topple
- Wall-mounted objects may loosen and fall
- Suspended ceiling components may fall, causing others to come down with them
- Door frames may be bent by moving walls and may jam doors shut
- Moving walls may bend window frames, causing glass to shatter, sending dangerous shards into the room
- The accompanying noise may cause considerable stress

During an actual earthquake, the signal to begin the emergency procedure is the sensation of severe quaking.

If you are NOT told to Evacuate, each teacher needs to:

Take cover under a sturdy desk or table, in a doorway, or against an inside wall until the shaking stops. Give the DROP AND COVER command.

DUCK, or **DROP** down on the floor.

Take **COVER** under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.

HOLD onto the furniture and be prepared to move with it.
Stay in this position for at least one minute or, in a real situation, until shaking stops.

After shaking stops, check for injuries, and render first aid.
If you are instructed to evacuate, each teacher needs to:

1. Get your class roster (backpack).
2. Get the evacuation map (backpack).
3. Count your students before you leave the room.
4. Be last to leave the classroom but once out of the room get to the front of the student line.
5. Ensure that your door is open upon exiting the room.
6. Bring your emergency backpack to the outdoor Assembly Area.
7. Zero noise is to be adhered as the class walks to and waits

Staff Responsibilities

The staff responsibilities during an earthquake are slightly different from the responsibilities during a fire drill. Please read the following carefully:

Principal or designee	Initiates fire/evacuation drill. Evacuates students. Evaluates overall campus condition and takes precautionary action. Determines if conditions warrant forming a search and rescue team to find missing students. Determines when it is safe to return to class. Follow fire / evacuation written procedures at appropriate times.

Business Manager	Calls 911. Follow fire / evacuation drill procedures at appropriate times.
Custodian	Evaluates overall campus condition and takes precautionary action. Take necessary emergency precautions with gas, electricity, etc. Reports to principal when the preceding actions are complete.
Teachers	Initiate ***drop and cover*** procedures. Follow fire/evacuation drill procedures at appropriate times.
Students	Respond to the earthquake drill in a quick, calm and orderly manner. Listen and respond quickly to all instructions from staff.
Other Personnel	Drop and cover procedures. Follow fire/evacuation plan at appropriate time. Support teachers, assist students

Re-entry into Classrooms

The principal/designee will consider the severity of the emergency. If deemed safe, students will re- enter the campus. In **drill** situations, the announcement: "**All Clear**" will be announced on the PA System/Two-way radio .

Procedures of Injured Parties

In the event that the emergency situation warrants a lockdown of the campus, injured parties should be taken to the cafeteria or designated triage area.

Release of Staff

Once the student body is as safe and secure as possible, teachers will remain with their students until the principal or designee releases staff to attend to personal situations, families and home. ***Building evacuation following an earthquake is vital due to secondary hazards (explosions, fire, etc.)***

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

****The principal/designee is the only person who may check out a child in the case of any emergency.****

Bomb Threat

General Information

Every person answering the telephone must understand the importance of a calm and reasonable action when a bomb threat is received. Information obtained by that person might be of great importance! Please see Appendix J for the Telephone Bomb Threat Reporting Procedure.

Person Receiving the Threat

Attempt to keep the caller on the line. Get as much information as possible from the caller. Refer to Bomb Threat Reporting Procedure and record appropriate data.

Immediately after receiving the threat, report all information to the principal or closest designee to the office. The principal or designee will coordinate procedures and make reports to the proper authorities.

Staff Responsibilities

Principal

- Assumes command of the crisis until replaced by the fire department/Sheriff's Department**.**
- Uses the bell system to signal (short bells in series) and the all-call system to announce,

"Your attention please. Your attention please. Evacuate the building – Evacuate the building."

- With the Business Manager or custodian, makes a search of the entire campus.
- Upon consultation with law enforcement/fire department (usually after inspection by law enforcement) declares the buildings to be unsafe.
- If school buildings are deemed unsafe, students will be transported (Directed Transportation) and parents will be notified.
- If the campus is inspected and declared safe, students will re-enter classrooms.

Principal's Designee

- Searches the office and reports any relevant information to the principal.
- Reports to the principal and assists as necessary.

Teachers

- Make a prompt visual search of the classroom and report any relevant information to the administration by phone, (missing students.)

- If a teacher receives a bomb threat refer to the bomb threat reporting checklist.
- Call the office and inform them of the threat. Office to call 911.
- If evacuation is ordered, **take students** to the designated evacuation area along with an emergency **backpack**.
- Leave the room unlocked and turn off lights as you leave.

Custodian

- Check all restrooms and perimeters around buildings, back and side gates.
- In the event the custodial staff is not on campus for any reason, the following backup plan will be followed: The **principal** and **principal's designee** will split the duties of the custodian.
- Will lock all gates

Intruder / Hostage Taking / Lockdown Procedure (Code Red)

If someone enters the school grounds or buildings with a deadly weapon:

1. Avoid confronting the student or gunman.
2. Notify the School principal, or his/her designee, or school office immediately.
3. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.

The school principal, or his/her designee, should follow these guidelines:

1. Notify law enforcement immediately.
2. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.
3. Determine the level of threat. If the level of threat is high, call for additional backup.
4. Attempt to get the weapon from the gunman or student through negotiation, or take other appropriate action with the aid of local law enforcement.
5. If the level of threat is low, call the student to the office and have law enforcement take the appropriate action.

In case there is a HOSTAGE SITUATION at the school, staff should:

1. Stay Calm / Do NOT be a Hero
2. Follow instructions of the captor.
3. Cooperate; be friendly if possible; don't argue with or antagonize captor or other hostages.
4. Inform captors of medical or other needs.
5. Be prepared to wait; elapsed time is a good sign.
6. Don't try to escape; don't try to resolve the situation by force.

7. Be observant and remember everything that is seen or heard.
8. If a rescue takes place, lie on the floor and await instructions from rescuers.
9. The school principal, or his/her designee, should be responsible for the following:
10. Immediately notify law enforcement.
11. Move other students and teachers completely away from those who are in the hostage situation.
12. Keep everyone as calm as possible.
13. Be prepared to answer questions from the family.

Lockdown Procedure

If someone enters the school grounds or buildings with a deadly weapon, the staff should follow these guidelines:

1. Avoid confronting the student or gunman.
2. Notify the school principal, or his/her designee, or school office immediately.
3. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.

The school principal, or his/her designee, should follow these guidelines:

1. Notify law enforcement immediately.
2. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.
3. Determine the level of threat. If the level of threat is high, call for additional backup.
4. Give the "Lockdown Order" to all Teachers.

Classroom Teacher Should:

1. Lock the classroom door when the "Lockdown Order" is given.
2. Barricade the door and any entrance to the classroom
3. Build a separate barricade for the students to hide behind
4. Quiet the students
5. Take roll
6. Wait for the "All Clear" order

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Armed Assault on Campus

An **Armed Assault on Campus** involves one or more individuals who attempt to take hostages or cause physical harm to students and staff. Such an incident may involve individuals who possess a

gun, a knife or other harmful device.

Procedure

1. Upon first indication of an armed assault, personnel should immediately call "911" and then notify the principal/designee.
2. The principal/designee will initiate the appropriate Immediate Response Action(s), which may include SHELTER-IN-PLACE, LOCKDOWN, EVACUATE BUILDING or OFF-SITE EVACUATION.
   For campuses located in Santa Clara County, if there is an active shooter on campus, students and staff should immediately utilize the Run, Hide, Defend protocol.
   **Run, Hide, Defend is to be used for students in 3rd grade and above. For 2nd grade and below, the appropriate response should be determined by on-scene school staff.
   ** A pre-determined meeting point should not be established
3. The principal/designee will call "911" and provide the exact location and nature of the incident. The principal/designee should designate a person to remain online with Police if safe to do so. If there is an assigned officer on campus, they shall be notified.
4. Staff should take steps to calm and control students, and if safe to do so, attempt to maintain separation between students and the perpetrator.
5. Staff should maintain order in all areas of assembly or shelter, and should await the arrival of law enforcement.
6. After the perpetrator(s) has been neutralized, the principal/designee will conduct a headcount of students and staff, and will notify law enforcement of any missing persons.
7. The school staff will work with local authorities to ensure injured students and staff receive medical attention.
8. The Business Manager will control all points of entry to the school.
9. The principal/designee will prepare a verified list of casualties, and the locations to which they were transported. The Principal/designee will work with the local Police Department to ensure the notification of parents and family members.
10. All media inquiries will be referred to the principal/designee and local Police Department.
11. The principal/designee will debrief staff and school police officers.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Drive-by Shooting

With the availability of weapons and the increase in gang activity, it is possible that a drive-by shooting could occur at or near a school site. The immediate concern is the safety of students and

staff.

If you suspect that shots may have been fired from a passing vehicle:

1. Have staff and students lie flat on the ground and keep as low as possible.
2. If safe, look at the vehicle, try to identify:
    a. License plate number
    b. Type of vehicle
    c. Occupants
    d. Weapons

Immediately after the vehicle is gone:

1. Contact School Office
2. Office Staff will call 911
3. Principal/Designee will order Secure Building
4. Assess injuries, if any.
5. Have students move safely and quickly to their classrooms.
6. Do not move those seriously injured unless imminent danger exists. If the injured are ambulatory, move them to a safe shelter.
7. Immediately notify the office of the situation and report the extent of any injuries.
8. Stay with the injured until emergency services arrive.
9. Assist the authorities with as much detail as possible.
10. Alert Team Z of the incident.
11. If the media arrives, they should be directed to the CEO.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Severe Weather

Flood

If Indoors:

- Be ready to evacuate as directed by the principal and/or the designated official
- Follow the recommended primary or secondary evacuation routes

If Outdoors:

- Climb to high ground and stay there
- Avoid walking or driving through flood water
- If car/bus/van stalls, abandon it immediately and climb to a higher ground

Tornado

- When a warning is issued by sirens or other means, seek inside shelter. Consider the following safe places:
  - Small interior rooms on the lowest floor and without windows
  - Hallways on the lowest floor away from doors and windows
  - Rooms constructed with reinforced concrete, brick or no windows
  - Stay away from outside walls & windows
  - Use arms & protect head & neck
  - Remain sheltered until the tornado threat is announced to be over

Extended Power Loss

In the event of extended power loss to a facility certain precautionary measures should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and affecting sensitive equipment
- Facilities with freezing temperatures should turn off and drain the following lines in the event of a long term power loss:
  - Fire sprinkler system
  - Standpipes
  - Potable water lines
    - Toilets
- Equipment that contain fluids that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids or provided with auxiliary heat sources

Upon Restoration of Heat & Power:

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensation from forming on circuitry
- Fire and potable water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on

Poisoning, Chemical Spills, Hazardous Materials Safety

Poisoning

If a student ingested a poisonous substance:

- Call **Poison Control Center Link Line 1-800-222-1222**. Take appropriate first aid measures.
- Call parents.
- Notify principal/designee.

When a large chemical spill has occurred:

- Immediately notify the principal or his/her designee
- Contain the spill with available equipment
- Secure the area & alert other site personnel
- Do not attempt to clean the spill unless trained to do so
- Attend to injured personnel & call the medical emergency number if required
- Call a local spill cleanup company or the Fire Department to perform a large chemical spill cleanup
- Evacuate building as necessary

When a small chemical spill has occurred:

- Notify the principal or his/her designee
- If toxic fumes are present, secure the area to prevent other personnel/students from entering
- Small spills must be handled in a safe manner, while wearing the proper PPE
- Review general spill cleanup procedures

Name of Spill Cleanup Company: **County of Santa Clara – Dept. of Environmental Health (408) 918-3400, Contra Costa Health Services (408) 925-335-3200, San Joaquin County - Dept. of Environmental Health (209) 468-3439**

Hazardous Substances

Hazardous Substances include the following, but is not limited to the following:

Gasoline	Lacquer Thinner
Solvents	Paint
Motor Oil	Agricultural Spray
Diesel Fuel	Paint Thinner

Kerosene Stain

Anti-Freeze Brake Fluid

Airborne Gasses/Fumes

Always call for assistance and:

- Extinguish all ignition sources
- Shut off main emergency switch to fuel pump, if appropriate
- Move appropriate fire extinguishing equipment to area
- If possible, contain the spill to prevent further contamination

Move people/personnel away or evacuate from contaminated area

Biological / Chemical Attack

A **Biological or Chemical Release** is an incident involving the discharge of a biological or chemical substance in a solid, liquid or gaseous state. Such incidents may also include the release of radioactive materials. Common chemical threats within or adjacent to schools include the discharge of acid in a school laboratory, an overturned truck of hazardous materials in proximity of the school, or an explosion at a nearby oil refinery or other chemical plant.

The following indicators may suggest the release of a biological or chemical substance: Multiple victims suffering from watery eyes, twitching, choking or loss of coordination, or having trouble breathing. Other indicators may include the presence of distressed animals or dead birds.

This procedure deals with three possible scenarios involving the release of biochemical substances: Scenario 1 - Substance released inside a room or a building; Scenario 2 - Substance released outdoors and localized; and Scenario 3 - Substance released in the surrounding community. It is necessary to first determine which scenario applies and then implement the appropriate response procedures listed below.

Procedure

Scenario 1: Substance Released Inside a Room or Building

1. The principal/designee will initiate the EVACUATE BUILDING action. Staff will use designated routes or other alternative safe routes to an assigned Assembly Area, located upwind of the affected room or building.
2. The principal/designee will call “911” and the **California Emergency Management**

Agency, State Warning Center 1-800-852-7550 and will provide the exact location (e.g., building, room, area) and nature of emergency.

3. The principal/designee will notify Team Z of the situation.
4. The principal/designee will instruct school staff to isolate and restrict access to potentially contaminated areas.
5. The Business Manager will turn off local fans in the area of the release, close the windows and doors, and shut down the building's air handling system.
6. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated "topically" by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). The Business Manager should assess the need for medical attention.
7. The Business Manager will prepare a list of all people in the affected room or contaminated area, specifying those who may have had actual contact with the substance. The Business Manager will provide the list to the principal/designee and the emergency response personnel.
8. Any affected areas will not be reopened until the Santa Clara County/Contra Costa County/San Joaquin County HazMat or appropriate agency provides clearance and the principal/designee gives authorization to do so.

Scenario 2: Substance Released Outdoors and Localized

1. The principal/designee will immediately direct staff to remove students from the affected areas to an area upwind from the release. The principal/designee will, if necessary, initiate the EVACUATE BUILDING action.
2. The Business Manager will establish a safe perimeter around the affected area and ensure personnel do not reenter the area.
3. The principal/designee will call "911" and the California Emergency Management Agency, **State Warning Center 1-800-852-7550** and will provide the exact location and nature of the emergency.
4. The principal/designee will notify Team Z of the situation.
5. The Business Manager will turn off local fans in the area of the release, close the windows and doors and shut down the air handling systems of affected buildings.
6. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated "topically" by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). The Business Manager should assess the need for medical attention.
7. The Business Manager will prepare a list of all people in areas of contamination, especially those who may have had actual contact with the substance. The Business Manager will provide the list to the principal/designee and the emergency response personnel.

8. Any affected areas will not be reopened until the appropriate agency provides clearance and the principal/designee gives authorization to do so.

Scenario 3: Substance Released in Surrounding Community

1. If the principal/designee or local authorities determine a potentially toxic substance has been released to the atmosphere, the principal/designee will initiate SHELTER-IN-PLACE.
2. Upon receiving the SHELTER-IN-PLACE notification, the Business Manager will turn off local fans in the area; close and lock doors and windows; shut down all buildings' air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.
3. Staff and students located outdoors will be directed to proceed immediately to nearby classrooms or buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers should communicate their locations to the principal/designee, using the PA System/Two-way radio or other means without leaving the building.
4. The principal/designee will call "911", and the California Emergency Management Agency, State Warning Center 1-800-852-7550 and will provide the exact location and nature of the emergency.
5. The principal/designee will notify Team Z of the situation.
6. The principal/designee will turn on a radio or television station to monitor information concerning the incident.
7. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance, or staff is otherwise notified by the principal/designee.

Pandemic Influenza

During an influenza pandemic, social distancing measures to limit the spread of the disease will include limited public gathering, canceling public events and closing public gathering places including schools, in coordination with local and state officials.

The pandemic cycle may repeat multiple times for a period of up to two years.

Level III Prevention: Schools are open

- Normal School Activities with:
  - Prevention Communications
  - Prevention & Mitigation Activities
  - Pre Planning Activities
  - Implementation of disinfecting protocols
  - Implementation of individual control measures and screening
  - Implementation of physical distancing guidelines
  - Training staff & students on how to limit the spread of COVID-19 and Promoting Healthy Hygiene Practices

- Implementation of COVID-19 Testing and Reporting Procedures

Level II Preparedness: Schools prepare for closure

- Plan for Continuity of Operations
- Plan for Continuity of Education
- Communication Plans
- Home learning/work Preparation Activities

Level I Response: Schools close

- Warning Phase:
  - Social Distancing
  - Minimum Days
  - No Extra-Curricular Activities
- Schools Close
  - Implement Continuity Plans

Level III Recovery & Prevention: Schools reopen

- Return to a “new normal”
- Establish routines
- Begin psychological recovery activities

Radiation Threat

A radiation threat, often called a "dirty bomb," is the use of common explosives to spread radioactive materials over a targeted area.

- If you are outside, cover your nose and mouth and quickly go inside a building that has not been damaged.
- If you are INSIDE, close windows and doors; turn off air conditioners, heaters or other ventilation systems.
- Steps for self-decontamination:
  - REMOVE YOUR CLOTHES and put them in a sealed plastic bag.
  - WASH SKIN as thoroughly as possible with lukewarm water.
  - LISTEN TO RADIO/PA System/Two-way radio for other instructions.

Air Pollution/Smog

Individuals Whom it May Affect

It is recommended that protective measures be taken by sensitive persons. These are persons with chronic lung disease or asthma, the elderly, the chronically ill and exercising children and adults.

Protective Actions

- Avoid strenuous outdoor physical activity during an episode.

- Avoid exertion or excitement, which will increase breathing rate.
- Plan indoor activities for students.
- Outdoor activities should be restricted beginning at stage two or when the media announces a bad air day.
- Remain indoors until the episode ends. Keep doors and windows closed, as indoor concentrations of ozone are about one-half that of outdoor levels.
- Use the air conditioner to recirculate indoor air and keep cool. High temperatures may add stress to the pollutant effects.
- Avoid aerosols, dust, fumes, and other irritants. Reduce activities such as cooking or cleaning, which produce irritants to the nose, eyes, and lungs.
- Avoid traffic-congested areas where pollutants are being generated, if you must go outside.
- During air pollution seasons, use the cooler morning hours for outdoor activities.
- Expect severity of symptoms to increase as ozone levels increase (coughing, wheezing, shortness of breath, headaches, chest discomfort and pain, etc.).
- If we are notified, via the health department/Team Z, that it is unhealthful for students to be outside, you will be notified, via the all-call system, that recesses are canceled.
- We will follow the “rainy day” schedule for lunch

AQI Basics for Ozone and Particle Pollution

Daily AQI Color	Levels of Concern	Values of Index	Description of Air Quality
Green	Good	0 to 50	Air quality is satisfactory, and air pollution poses little or no risk.
Yellow	Moderate	51 to 100	Air quality is acceptable. However, there may be a risk for some people, particularly those who are unusually sensitive to air pollution.
Orange	Unhealthy for Sensitive Groups	101 to 150	Members of sensitive groups may experience health effects. The general public is less likely to be affected.
Red	Unhealthy	151 to 200	Some members of the general public may experience health effects; members of sensitive groups may experience more serious health effects.
Purple	Very Unhealthy	201 to 300	Health alert: The risk of health effects is increased for everyone.
Maroon	Hazardous	301 and higher	Health warning of emergency conditions: everyone is more likely to be affected.

Stage 1: Advisory/Alert

- MODIFY WORK PROGRAM to reduce activities that increase your respiration rate.
- REDUCE VEHICLE USE. Curtail work-related driving and carpool to and from work. Encourage students to bike, walk or carpool to school.

Stage 2: Warning

- IF AT HOME, REMAIN HOME. Sites will be closed until the principal or his/her designee is notified that the warning is terminated. Await instructions from your supervisor.
- IF AT WORK, REMAIN AT WORK until released by the principal or his/her designee.

Stage 3: Declared Emergency

- IF AT HOME, REMAIN HOME. Sites will be closed until the principal or his/her designee is notified that the emergency is over. Await instructions from your supervisor.
- IF AT WORK, REMAIN AT WORK until released by the principal or his/her designee.

Fallen Aircraft

This procedure addresses situations involving an **Aircraft Crash** on or in proximity to school property. If a crash results in a fuel or chemical spill on school property refer to the section on Biological or Chemical Release. If a crash results in a utility interruption, refer to the section on Loss of Power.

Procedure

1. The principal/designee will initiate appropriate Immediate Response Actions, which may include DUCK AND COVER, SHELTER-IN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION as described in the *"Immediate Response Actions"* section.
2. If the principal/designee issues the EVACUATE BUILDING action, staff and students will evacuate the buildings using prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Assembly Area Team of missing students.
4. The principal/designee will call "911" and the Police and will provide the exact location (e.g., building or area) and nature of emergency.
5. If on school property, the Business Manager will secure the crash area to prevent unauthorized access. If the crash results in a fuel or chemical spill on school property, refer to the section titled:

"Poisoning, Chemical Spills, Hazardous Materials Safety Procedures". If the crash results in a utility interruption, refer to the section on Loss of Power.

6. The principal/designee will direct the Business Manager to organize fire suppression activities until the Fire Department arrives.
7. The Business Manager will check injuries to provide appropriate first aid.
8. The principal/designee will call the office of Team Z.
9. Any affected areas will not be reopened until the Santa Clara County/Contra Costa County HazMat Compliance Division or appropriate agency provides clearance and the principal/designee issues authorization to do so.
10. If it is unsafe to remain on campus, the principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Explosion

This section addresses four possible scenarios involving an **Explosion/Risk of Explosion**: Scenario 1 - Explosion on school property; Scenario 2 – Risk of explosion on school property; Scenario 3 - Explosion or risk of explosion in a surrounding area, and Scenario 4 – Nuclear blast or explosion involving radioactive materials. *[A nuclear blast is characterized by a sequence of intense light and heat, air pressure wave, expanding fireball, and subsequent radioactive fallout.]*. It is necessary to first determine which scenario applies and then implement the appropriate response procedures. For "Bomb Threats", refer to the appropriate section.

Procedure

Scenario 1: Explosion on School Property

1. In the event of an explosion, all persons should initiate DUCK AND COVER.
2. The principal/designee will consider the possibility of another imminent explosion and take appropriate action.
3. After the explosion, the principal/designee will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, EVACUATE BUILDING or OFF-SITE EVACUATION.
4. Evacuation may be warranted in some buildings and other buildings may be used as shelter.
5. In the event of an evacuation, staff and students will use prescribed routes or other safe routes and proceed to the Assembly Area.
6. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
7. The principal/designee will call "911" and will provide the exact location (e.g., building, room, area) and nature of emergency.The Business Manager will check for injuries and provide appropriate first aid.Staff should attempt to suppress fires with extinguishers. Note: Ensure the use of proper type of extinguishers, i.e. Class A, B or C for ordinary combustibles; Class B or C for fires involving flammable liquids; or Class C only for fires involving electrical equipment.
8. The Business Manager will notify the appropriate utility company of any damages to water lines, sewers, power lines and other utilities.
9. The principal/designee will notify Team Z of the situation. The Business Manager will post guards a safe distance away from the building entrance to prevent persons entering the school buildings.
10. When it is determined safe to enter affected areas, the principal/designee will advise the Business Manager to initiate search and rescue activities.

11. The principal/designee will contact the Local Fire Department to ensure buildings are safe to reoccupy.
12. Any areas affected by the explosion will not be reopened until the appropriate agency provides clearance and the principal/designee gives authorization to do so.
13. The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions

Scenario 2: Risk of Explosion on School Property

1. The principal/designee will initiate appropriate Immediate Response Actions, which may include DUCK AND COVER, SHELTER-IN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION.
2. If the principal/designee issues EVACUATE BUILDING action, staff and students will evacuate the building using prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Assembly Area Team of missing students.
4. The principal/designee will call “911” and will provide the exact location (e.g., building, room, area) and nature of emergency.
5. Staff should attempt to suppress fires with extinguishers. Note: Ensure the use of proper type of extinguishers, i.e. Class A, B or C for ordinary combustibles; Class B or C for fires involving flammable liquids; or Class C only for fires involving electrical equipment.
6. The principal/designee will advise the Business Manager to initiate rescue operations.
7. The Business Manager will notify the appropriate utility company of any damages to water lines, sewers, power lines and other utilities.
8. The principal/designee will notify Team Z of the situation.
9. All affected areas will not be reopened until the appropriate agency provides clearance and the principal/designee issues authorization to do so.
10. In the event of an explosion on campus, refer to procedures listed under Scenario 1 above.
11. The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

Scenario 3: Explosion or Risk of Explosion in Surrounding Area

1. The principal/designee will initiate the SHELTER-IN-PLACE response action.
2. The principal/designee will notify “911” and will provide the exact location (e.g., building, area) and nature of emergency.
3. The principal/designee will take further actions as needed.
4. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance and the principal/designee issues further instructions.

Scenario 4: Nuclear Blast or Explosion Involving Radioactive Materials

1. The principal/designee will initiate the SHELTER-IN-PLACE response action.
2. When sheltering, personnel should try to establish adequate barriers or shielding (e.g. concrete walls, metal doors) between themselves and the source of the blast or explosion, and should avoid sheltering near exterior windows.
3. The principal/designee will notify "911" and provide details on the area and personnel affected at the school.
4. After the initial blast, remove students from rooms with broken windows, extinguish fires, provide first aid, and relocate students from upper floors if possible.
5. The Business Manager will turn off the school's main gas supply, local fans in the area; close and lock doors and windows; shut down all buildings' air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.
6. The principal/designee will monitor radio or television announcements and initiate further actions as appropriate.
7. At the principal/designees discretion, and only if safe to do so, designated personnel should attempt to distribute emergency supplies including food and water.
8. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance and the principal/designee issues further instructions.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Unlawful Demonstration / Walkout

An unlawful demonstration / walkout is any unauthorized assemblage on or off campus by staff or students for the purpose of protest or demonstration.

Procedure

1. Upon indication that an unlawful demonstration or walkout is about to begin, personnel should immediately notify the principal/designee.
2. The principal/designee will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE.
3. The principal/designee will notify Team Z to request assistance and will provide the exact location and nature of the emergency.
4. The Business Manager will immediately proceed to the Main Gate to control student ingress and egress. Each person entering or leaving the campus shall be required to sign his/her name, and record address, telephone number and time entered or departed. The Main Gate should not be locked, as a locked gate may create a serious hazard for students leaving or attempting to re-enter the campus.
5. If students leave the campus, the Business Manager, in consultation with the

principal/designee, will designate appropriate staff members to accompany them. These staff members will attempt to guide and control the actions of students while off site.

6. Students not participating in the demonstration or walkout should be kept within their classrooms until further notice by the principal/designee. Teachers will close and lock classroom doors. Students and staff should be protected from flying glass in the event windows are broken, by closing drapes and venetian blinds in rooms so equipped.
7. The principal/designee should keep an accurate record of events, conversations and actions.
8. All media inquiries will be referred to the principal/designee.
9. The principal/designee should proceed in good judgment on the basis of police or other legal advice, in taking action to control and resolve the situation.
10. The principal/designee will notify parents of the incident, as appropriate.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Emergency Drills

The school is proactive when it comes to the safety of staff and students. The school will conduct fire drills, earthquake drills, and Lock Down/Code Red drills (intruder on campus) on a regular basis.

Earthquake Drill Procedure

Earthquakes strike without warning and the major shock is usually followed by numerous aftershocks, which may last for weeks or months. An earthquake's effect on buildings will vary from building to building.

The major threat of injury during an earthquake is from falling objects and debris and many injuries are sustained while entering or leaving buildings. Therefore, it is important to remain inside the building and quickly move away from windows, glass, partitions, and shelves. In the case of an earthquake, the following procedures should be followed:

Drop procedure – As used in this article, "drop procedure" means an activity whereby each student and staff member takes cover under a table or desk, dropping to his or her knees, with the head protected by the arms, and the back to the windows. A drop procedure practice shall be held at least once each school quarter in elementary schools and at least once a semester in secondary schools.

1. **In the event of an earthquake alarm, if you are NOT told to Evacuate, each student, teacher and other employee needs to begin the Drop Procedure of DUCK, COVER and HOLD.**

1. Take cover under a sturdy desk or table, in a doorway, or against an inside wall until the shaking stops. Give the DROP AND COVER command.
    - DUCK, or DROP down on the floor.
    - Take COVER under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.
    - HOLD onto the furniture and be prepared to move with it.
    - Stay in this position for at least one minute or, in a real situation, until shaking stops.
2. After shaking stops, check for injuries, and render first aid.

2. Evacuation

An Evacuation should NEVER be automatic. Evacuations shall occur when directed over the walkie- talkies by the principal/designee.

If you are instructed TO evacuate, each teacher needs to:

1. Get your class roster (clipboard).
2. Get the evacuation map (clipboard).
3. Count your students before you leave the room.
4. Ensure that your door is open upon exiting the room.
5. Bring your emergency backpack to the outdoor Assembly Area.
6. Zero noise is to be adhered as the class walks to and waits at the Assembly Area.
7. Take roll at the Assembly Area.
8. Listen for direction from the principal/designee.

When evacuations are included as part of the drill, appropriate non hazardous alternate routes, avoiding building overhangs, electrical wires, large trees, covered walkways, etc, shall be utilized by staff and students in order to reach the designated evacuation areas.

Teachers take roll once in the evacuation area. Any missing students are immediately reported to the principal/designee.

3. All Clear:

Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more.

- Missing students are reported to the attendance office.

There may be more danger outside the building than there is inside. If administrative directions are not forthcoming, the teacher will be responsible for assessing the situation and determining if an evacuation is required.

Predetermined evacuation areas should be in open areas, without overhead hazards and removed from potential danger spots (covered walkways, large gas mains, chain linked fences [electric shock potential]).

Make it clear that a post-earthquake route differs from a fire evacuation route, and that appropriate non-hazardous alternate routes may be needed.

Fire Drill Procedure

Principals shall hold fire drills at least once a month in all elementary schools. The principal or designee shall keep a copy of each drill conducted on the Safety Drill Schedule.

1) Evacuation:

Whenever the alarm is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building.

Designated evacuation routes shall be posted in each room. Teachers shall be prepared to select alternate exits and direct their classes to these exits in the event the designated evacuation route is blocked.

Evacuation areas will be established away from fire lanes.

Students are to remain with their teacher in the evacuation area. Teachers shall take their roll books, take roll once in the evacuation area and be prepared to identify missing students to administrators and/or fire marshals/designees.

Standards for a Successful Fire Drill:

1. The Fire Alarm can be heard by all staff and students.
2. Orderly evacuation begins immediately and is completed within 5 minutes of the initial alarm, with minimal congestion at exit gates.
3. Teachers and students are staged in an orderly fashion away from fire lanes.
4. Teachers have taken roll once in the evacuation area. Any missing students are immediately reported to the principal/designee.

Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more. Missing students are reported to the attendance office.

Shelter-in-Place

A Shelter-In-Place indicates that an emergency that requires students and staff to remain inside has occurred.

Signal: The signal for the "Shelter-In-Place" drill is the following PA/two-way radio announcement.

"YOUR ATTENTION PLEASE. BECAUSE WE HAVE RECEIVED INFORMATION REGARDING A HAZARD IN THE COMMUNITY, WE ARE INSTITUTING SHELTER-IN-PLACE PROCEDURES. REMEMBER, THIS MEANS STUDENTS AND STAFF ARE TO REMAIN INSIDE THE BUILDING AWAY FROM OUTSIDE AIR WITH WINDOWS AND DOORS SECURELY CLOSED AND AIR CONDITIONING UNITS TURNED OFF. ALL STUDENTS AND STAFF THAT ARE OUTSIDE ARE TO IMMEDIATELY MOVE TO THE PROTECTION OF AN INSIDE ROOM. AS SOON AS WE HAVE FURTHER INFORMATION, WE WILL SHARE IT WITH YOU."

Procedure:

1. When the announcement has been given, all classes will remain in their rooms.
2. Physical education classes will proceed into the gym.
3. Students should be arranged in the shelter area so as to enable them to assume a "**Duck and Cover**" position on command given by the teacher in charge.
4. Move students to the most protected areas in the room.
5. Have students face away from windows and keep their backs toward windows.
6. Close all doors and windows. If possible, cover windows by lowering blinds, closing slots, drawing curtains, or pulling shades.
7. Turn off gas, lights, power equipment, and appliances. All personnel must remain in the shelter area until further instructions are received from official sources.

This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lockdown, students are to remain in the classrooms or designated locations at all time.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

> "YOUR ATTENTION PLEASE. WE HAVE AN EMERGENCY SITUATION AND NEED TO IMPLEMENT LOCKDOWN PROCEDURES. TEACHERS ARE TO LOCK CLASSROOM DOORS AND KEEP ALL STUDENTS INSIDE THE CLASSROOM UNTIL FURTHER NOTICE. DO NOT OPEN THE DOOR UNTIL NOTIFIED BY AN ADMINISTRATOR OR LAW ENFORCEMENT. IF OUTSIDE, STUDENTS AND STAFF ARE TO PROCEED INSIDE THE NEAREST BUILDING OR CLASSROOM."

2. If inside, teachers will instruct students to lie on the floor, lock the doors, and close any shades or blinds if it appears safe to do so.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium).
4. Teachers and students will remain in the classroom or secured area until further instructions are given by the principal or law enforcement.
5. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel, have to be allowed on campus.

Staff Responsibilities during a Lockdown

Principal/designee	Announces Lockdown procedure on the PA System/Two-way radio . Ensures doors are locked in all buildings.
Business Manager	Calls 911. Locks the office door. Keep phone lines open.
Custodian	Locks all gates to campus.
Teachers	Lock the classroom door and remain with students. Take roll, list all students missing from class and identify their locations (RSP, Speech, absent, etc.). Notify the office, by phone **ONLY** if they have "lost" children on campus i.e. went to the bathroom, were en-route to the office **OR** if they have a "loose"child from another class.

Students	Respond to campus security drills in a quick and orderly manner. Listen and respond quickly to all instructions from staff. Students at recess, report to the cafeteria. Stay in your seats and remain quiet. Stay away from windows.

No one leaves the classroom!

The end of the Lockdown will be announced over the PA System/Two-way radio. **DO NOT use cell phones to contact the office or outside community.** **Teachers and staff should not initiate contact with parents.**

Interactions with the Media

The Chief Executive Officer (CEO) shall be the first point of contact for all media inquiries. If a staff member, other than the CEO, receives a request from the media, the staff member shall refer the media to the CEO.

Any staff members wishing to initiate a story with the media shall consult with the CEO prior to contacting the media.

Appendices

A. Monthly School Site Safety Checklist

On a monthly basis, the principal/designee will complete the following Monthly School Site Safety Checklist, with the assistance of a Voices staff member onsite. **This Checklist is to be completed to ensure that personnel at each school site are complying with the Voices (& State/Federal) School Site Safety policies & procedures.** The principal, Business Manager and Dean of Culture or Parent Liaison have critical roles to play in ensuring compliance with the Voices School Site Safety procedures and policies.

Safety Administrative Review	
School Name:	**Date:**
Follow-up Review (Noted in RED)	**Date:**

Exterior Areas:

- ⬜ Are exterior premises equipped with appropriate signage that provides warnings, facility use restrictions, and other relevant information?
- ⬜ Are parking areas paved, striped, and signed as appropriate, and free of vehicles parked in unauthorized locations?
- ⬜ Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?
- ⬜ Is turf in good condition; is landscape well-groomed and free of overhang, concealment, or other potential hazards?
- ⬜ Does the site drainage system appear to effectively remove irrigation and storm water runoff and prevent standing water or unacceptable erosion?
- ⬜ Is fencing provided, and are fences and gates of an appropriate type and condition?

Findings:	
Correction	

Building Conditions:

- ⬜ Do interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?

- ⬜ Does building structures and finish materials appear to be in good condition and free of visible deterioration?
- ⬜ Is the building free of substandard or improvised construction?
- ⬜ Do doors, windows, and glass appear to be of an appropriate type and condition?
- ⬜ Was the building free of apparent leaks or other obvious water intrusion?
- ⬜ Do walls and ceilings appear to be of an appropriate type and condition?
- ⬜ Are floors and floor coverings of an appropriate type and condition?
- ⬜ Are stairs and ramps in good condition and equipped with handrails where required?
- ⬜ Are movable walls and partitions in good condition, properly inspected, and maintained?
- ⬜ Is there a written plan detailing what to do in the event of a leak and liquid damage?

Findings:	
Correction	
Action taken	

Doors, Exits, and Means of Egress:

- ⬜ Are exits and exit paths unobstructed and regularly inspected, and are doors free of inappropriate locks?
- ⬜ Are “EXIT” and “NOT AN EXIT” signs installed?
- ⬜ Is emergency lighting provided as required, and is it properly maintained?
- ⬜ Is the site's emergency evacuation map posted near all classroom and/or office doors?
- ⬜ Are doors and curtains inspected, functional, and properly maintained

Findings:	
Correction	
Action Taken	

Assembly Areas:

- ⬜ Is the occupancy limit conspicuously posted and strictly observed in each assembly area?
- ⬜ Are seating systems in good condition and equipped with guardrails where required?
- ⬜ Are stages free of idle storage or inappropriate use, and is the edge of the stage readily visible to prevent fall incidents?

Findings:	
Correction	
Action Taken	

Emergency Action Equipment & Systems:

- ⬜ Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?
- ⬜ Are fire sprinkler systems in good condition and properly certified and inspected; are sprinkler heads and valves/risers unobstructed and properly identified; and are fire department pumper connections equipped with protective caps?
- ⬜ Are alarm systems installed and tested on a regular basis, and are pull stations and alarm panels unobstructed?
- ⬜ Are employees familiar with the location and operation of alarm and fire protection systems, and are employees familiar with their duties and responsibilities in an emergency?
- ⬜ Is emergency communication and broadcast equipment available, such as public announcement systems and radios?
- ⬜ Is someone immediately available at all times (24 hours,7 days) with authorization to call and bring in professional cleanup and restoration companies?
- ⬜ Is the supply of spill response and pipe repair materials complete, readily accessible and checked at least quarterly?
- ⬜ Are pipe diagrams or prints up-to-date and showing the location of valves for all liquid-carrying systems? Isometric drawings are very beneficial.
- ⬜ Are valves placarded or tagged for easy identification?
- ⬜ Are shutoff valves “exercised” (closed, reopened and lubricated as needed) at least annually to verify they can be quickly closed during an emergency?

Findings:	
Correction	

Mechanical and Utility Systems:

- ⬜ Are electrical panels and utility shut off switches and valves unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?
- ⬜ Are electrical wiring systems in good condition; is live wiring properly capped and concealed; and is wiring free of damage or improper usage?
- ⬜ Are electrical power cords and extension cords properly placed and free from damage or inappropriate use?
- ⬜ Chemicals and Chemical Storage
- ⬜ Are hazardous chemicals properly stored?
- ⬜ Are all containers holding hazardous materials properly labeled with the chemical name and an appropriate hazard warning?
- ⬜ Are all chemicals reviewed prior to use, and do employees refrain from bringing in household chemicals?

⬜ Are employees familiar with the location and use of Safety Code Sheets?

Findings:	
Correction	

Housekeeping and Storage Practices:

⬜ Are storage areas uncluttered with adequate aisles maintained, and is overhead storage secured with sufficient clearance to the ceiling or sprinkler heads?
⬜ Are mechanical and electrical utility rooms free of inappropriate storage?
⬜ Are shelving units anchored to the wall or floor to prevent falling?
⬜ Are heavier items stored within the optimum lifting zone to prevent topheavy arrangements or lifting injuries, and are bulky items stored on lower shelves or on the floor?
⬜ Are landings and stairs free of storage?
⬜ Are the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?
⬜ Are important records and other sensitive items secured and stored above the floor or ground level to prevent water damage?
⬜ Does the staff have immediate access to a spill response cart/supplies and emergency pipe repair supplies?
⬜ Are housekeeping personnel instructed to immediately notify maintenance when any types of dripping, leakage or clogged drains are found

Findings:	
Correction:	
Action Taken	

Disabled Access:

⬜ Are an appropriate number of parking spaces designated for disabled persons, and are they properly designed, constructed, and signed?
⬜ Are accessible routes to the building provided, and are at least half of the entrances accessible to disabled persons?
⬜ Is signage provided at entrances, facilities, or other non-accessible services to direct disabled persons to entrances, facilities, or services that are accessible?
⬜ Are doorways designed to facilitate the passage of wheelchairs?
⬜ Are access ramps properly designed, constructed, and equipped with guardrails and non-slip surfacing?
⬜ Are an appropriate number of restrooms designed to accommodate persons with disabilities?
⬜ Are stages and other multi-leveled areas accessible to persons in wheelchairs?
⬜ Are other fixtures and services accessible to persons with disabilities?

Findings:	
Correction	

General Conditions – Other:

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

Findings:	
Correction	

Classroom and Office Section:

- ⬜ Are classroom decorations displayed in a safe and acceptable manner?
- ⬜ Is furniture installed and oriented in a safe and secure manner and free of apparent hazards?
- ⬜ Are tall bookshelves and cabinets secured to the wall or floor to prevent them from tipping over?
- ⬜ Are electrical power cords and extension cords properly placed and free of inappropriate use or other apparent hazards?
- ⬜ If applicable, are toys and playthings in good condition and regularly sanitized?
- ⬜ Are classrooms and offices otherwise free of apparent hazards or concerns?

Office:

- Are the names and phone numbers for professional cleanup and restoration companies readily available?
- Is someone available on all shifts trained to respond immediately to any leak?

Cafeteria:

Boys Restroom:

Girls Restroom:

Staff Restroom:

Classrooms:

1. **Observation #1:**
2. **Observation #2:**

Findings will need to be corrected no later than _____.
I have scheduled your next follow-up review on _____.

_____ _____

BM Signature Date

_____ _____

Administrator Signature Date

Maintenance and Repair Log



Maintenance and Repair Log

Date/Time	Reason for Action (Regular Maintenance or Discovery of Problem)	If problem, Description of Action Required	Location/Item to be Repaird	Explain what was done	Referred to (Name of company, if any)	Verified by:

Unsafe or Hazardous Conditions Log

Unsafe or Hazardous Conditions Log

Date/Time	Unsafe or Hazardous Condition	Description of Action Required	Location of Unsafe or Hazardous Condition	Explain what was done	Referred to (Name of company/person, if any)	Verified by:

B. Classroom Safety Checklist

School Year Kick Off Room Checklist
Voices College-Bound Language Academy

Teacher Name: Room number:

Item	Check	Comment	Re-Check
Red/black backpack near front door (contains green, red card and roster)			Y N Partial
Code Red, Blue and 9 Instructions and Evacuation Map posted near front door	Y N Partial		Y N Partial
Sub Folder easily visible and complete ❏ 3-days worth of lessons ❏ Seating charts ❏ Emergency procedures ❏ Phone numbers ❏ Special Student needs ❏ Schedule ❏ Roster ❏ School-wide character tools	Y N Partial		Y N Partial
Room clean and organized	Y N Partial		Y N Partial
"Joy Factor" apparent in room environment	Y N Partial		Y N Partial
Snack Container	Y N Partial		Y N Partial
Data walls up ❏ Reading Levels English ❏ Reading Levels Spanish ❏ Sight Words and/or Fluency ❏ Math or ELA Assessments	Y N Partial		Y N Partial

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

WALK THROUGHS

1) Date _____ Principal Signature _____

2) Date _____ Principal Signature _____

3) Date _____ Principal Signature _____

C. Student Accident Report

Please fill out an accident report for any injuries beyond first-aid, if professional medical care is recommended or provided (e.i. If you believe there will be medical bills associated with the jury). Student head and eye injuries should always be reported.

Student Accident Reports should be reported on-line: http://www.chartersafe.net/.
Please keep a copy in your file.

Student Information

1. First Name of Injured Student: _____
2. Last Name of Injured Student: _____
3. Student date of birth: _____
4. Student gender: _____
6. Student grade: _____
7. Charter School Name: _____
8. Charter School Address, City/State/Zip: _____
9. School Contact Name: _____
10. Contact Title/Phone Number/Email: _____

Incident Details

1. Describe the incident in details: _____
2. Date of accident/incident: _____
3. Incident Time (Please include AM/PM: _____
4. If incident did not occur at the site address listed above, please indicate the street address of the incident: _____
5. Incident City, State, Zip: _____

6. Specific body part(s) injured: _____

7. Type of Injury or illness: Bum, cut, Fracture, Other, Scrape, Sprain/Strain

8. If other type of injury, please indicate: _____

9. Was on-site nurse contacted?: Yes or No Date and Time if Nurse contacted: _____

10. Was treated refused?: Yes or No What type of medical treatment was given?_____

11. Did paramedics transport student? Yes or No Paramedic transport date/time: _____

12. Was parent/guardian contacted? Yes or No Contacted date/time: _____

Parent/Guardian Information

1. Parent/Guardian Name: _____

2. Parent/Guardian Address/City/State/Zip: _____

3. Parent/Guardian Phone: _____

4. Parent/Guardian Email: _____

5. Was parent/guardian provided a Gallagher Koster Student Accident Claim Form? Yes or No
If no, why not? _____

Witness Information

1. Witness Name: _____

2. Witness Address/City/State/Zip: _____

3. Witness Phone: _____

4. Witness Type: Administrator, Aid, Coach, Guest, Other Staff, Student, Teacher, Volunteer

5. Name of person to whom the accident or incident was reported: _____

6. Date the accident was reported to this person: _____

7. If the accident was not reported immediately, why not? _____

Prevention Information

1. If athletic or playground injury, what type of surface was the student on when the injury occurred? _____

2. What steps have been taken or recommended to prevent a recurrence? _____

3. Any additional information or notes: _____

D.Employee Incident Report

School Information:

Charter School: _____ Location/Site: _____

Supervisor's name: _____ Title: _____

Address where incident occurred: _____

Employee Information:

Name of injured employee: _____Sex:_____M/F Occupation: _____

Date of hire: _____ Date of birth: _____ SSN: _____

Marital Status: _____ Dependents? Yes/No If yes, how many? _____ Ages? ____

Employee address: _____

Gross wages/salary: $_____per _____(hour/week/month/year) Pay schedule:
___12mth___11mth___10mth

Employment Status: ___Full Time___PartTime___Temporary/Subsitute____Contracted___Seasonal

Employee usually works: ____hours per day____days per week____total weekly hours

Incident Information:

Date of Injury or illness: _____Time: _____ AM/PM_____Time employee began work:_____AM/PM

Was employee unable to work at least one full day after date of injury? Yes/No If yes, date last worked: _____

Has employee returned to work? _____ Yes date returned: _____ No, still off work _____

Paid full day's wages for date of injury or last day worked? Yes/No Salary being continued: Yes/No

Name of person to whom the injury or illness was reported: _____

Date of your knowledge of injury or illness: _____ Was employee provided a claim form (DWC-1) Yes/No

If yes, date of employee was provided claim form (DWC-1):_____ If not, why not? _____

If the accident was not reported immediately, why not? _____

What was employee doing at the time of injury or exposure?

_____

_____

_____

Person, object or substance that directly injured employee: _____

Please check one: ____ I know the injury occurred on duty. ____ I have no specific knowledge that the injury occurred on duty.

Medical Information:

Was the on-site nurse contacted? Yes/No If yes, date and time: _____

Was medical treatment recommended? Yes/No If no, was treatment refused? Yes/No

What type of medical treatment was given? First-Aid __Clinic__Emergency Room__Paramedics__Hospitlaization

Did paramedics transport an employee? Yes/No If no, why not? _____

Medical Facility Name: _____ Physician Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ ext.: _____

Did you refer the employee to an industrial medical provider who specializes in WC and return to work issues? Yes/No

If not, why not? _____

Kaiser Medical Record #: _____

Body part injured (check all that apply and indicate left and/or right):

__Head __Face __Eye __Neck __Upper back __Lower back __Arm __Wrist __Finger __Upper leg __Lower leg __Knee __Ankle __Foot __Toe __Other

Nature of injury or illness:

__Scarpe __Cut __Puncture __Bruise __Burn __Sprain/strain __Foreign body __Poisoning __Fracture __Skin problem __Chemical-related __Heat-related __Non-industrial/cold/virus related __Loss of consciousness __REspiratory problem __Other

Check any of the following possible causes that may apply:

__Haste/unsafe speed __Unsafe use of equipment __Disregard of instructions/procedure __Failure to use protective gear __Defective equipment __Alcohol/drug use __Horseplay __Inattention __Carelessness __Assault __Unsafe lifting/position __Running/jumping __Environtmental condition __Acto of other __Physical disability
__Other (please explain): _____

Witness Information:

Name: _____ Relation to Employee: _____

Home Address: _____

Home Phone: _____ Cell phone: _____ Email: _____

What steps have been taken or recommended to prevent a recurrence?

_____

_____

E. Self Harm/Suicide Risk Assessment Form

Voices College Bound Language Academy
Self Harm/ Suicide Risk Assessment Form

Confidential

Referral Date:	Time Event Occurred:	
1. Student's Name:	Age:	Gender:
2.Parent/Guardian:	Phone Number:	
3.School:	Grade:	
4.Person Completing SSRA:	Title:	Signature:

5. Student Referred by:
Self_____ Parent_____ Teacher_____ Counselor_____
Other_____

6. Reasons For Referral (check all that apply):

___Self harm
___Self cutting
___Burning
___Pinching

___ Suicidal Ideation
___ Direct Threat (ex. " I am going to kill/hurt myself")
___ Indirect threat (ex. "I feel like dying"
___ to self ___others
___ Accesses concerning content online

Observed any of the Following:

____Sudden Change in Behavior
____Previous Attempt(s)
____Giving Away Possessions
____Mood Swings
____Self-Injurious Behavior
____Accessing Concerning Content
____Signs of Depression
____Truancy/Running Away
____Frequent Complaints of Illness
____Alcohol or Drug Use
____Other:

7. Please explain what happened:

_____

_____

_____

_____

_____

_____

8. Confirm Receipt by a Crisis Team Member:

Name and Title of Crisis Team Member:	Signature:	Time received:

For Crisis Team Use Only:

9. Previous Referral?:_____ Date(s):_____
10. Student Interview: The student told me the following:(Check all that apply.)

♦Student said that he/she had been thinking about self-harm/ suicide, the last time he/she thought about self-harm/ suicide was_____BUT IS NOT CLEAR WITH THE THOUGHT.

♦Student said that he/she had A PLAN BUT WILL NOT DIVULGE:_____
_____
_____
_____
_____

♦Student indicated that he/she had previously attempted suicide/ self-harm on_____by means of:_____
_____
_____

♦Other Important Information:_____
_____

_____
_____
_____

This is a recommendation for further psychological evaluation for self-harm/ suicide based on the following:
___Self-Harm/ Suicide Interview
___Other:_____
_____

11. Risk Level: **___Low ____Medium ____High** *(FOR HIGH Risk: CALL ONE OF FOLLOWING: 1. Uplift-(formally EMQ,Uplift Mobile Crisis Team (408)379-9085 2.Alum Rock Crisis Alum Rock Crisis Unit (408) 294-05793. Or 911 for imminent danger or if other crisis teams can't respond - request an officer trained in mental health support if available*

Person conducting interview:_____

Date:_____ Time:_____ Signature:_____

Intervention/ Action Taken:

_____Parent/Guardian Contact:
Date/Time: _____ Outcome:_____

_____Parent Signed Self Harm Notification: Parent/Guardian Notification (attach copy): Self Harm Notification
Response:_____ Date/ Time:

_____Resources Provided to Parent/Guardian:
INCLUDING: _____ Date/ Time:_____

_____Outside Referral Made:
To: _____ Date/ Time:_____

_____Uplift Crisis Team Unit Called:
Time:_____Outcome:_____
___

Child Abuse Report Made (endangerment):

NAME OF INTAKE WORKER: _____

Referred to Police:
NAME OF OFFICER _____

_____Hospitalization

_____School Based Counseling:
Date Referred:_____ Parent signed permission slip(Date):_____

_____Program Modification
INCLUDING: _____

_____Student Safety plan created (attach copy):_____

Other (Please explain):_____

_____

Make 2 Copies for School Principal & Counselor and Place Original Form In Orange Confidential Crisis Team File — DO NOT Place in CUM FILE

F. Medication Doctor & Parent Authorization Form

Voices College-Bound Language Academy
Medication Doctor & Parent Authorization (California Education Code 49423)

Student Name:_____Grade:_____ Teacher:_____

Height:_____ Weight:_____ DOB: _____ Age:_____

List any known drug allergies/reactions:_____

DOCTOR'S AUTHORIZATION

Name of Medication:_____ Diagnosis:_____

Dosage:_____ Route:_____

Frequency/Time(s) to be given:

Begin Medication:_____Stop Medication:_____
_____ Date Date

Special Instructions:

Does medication require refrigeration? Yes No
Is the medication a controlled substance? Yes No
If asthma inhaler or emergency medication, do you recommend this medication be kept "on person" by the student? Yes No

Potential Side Effects / Adverse Reactions:_____

Treatment Order in the event of an adverse reaction: (Attach additional sheet if necessary)

_____

_____

_____

Physician Signature ***Date*** ***Phone & Fax Contact Information***

Parent Authorization

I authorize Voices College-Bound Language Academy personnel the task of assisting my child in taking the above medication. I understand that additional parent/doctor statements will be necessary if the dosage of medication is changed. I also authorize Voices College-Bound Language Academy personnel to talk with the physician or pharmacist should a question come up about the medication.

Medication must be registered with the principal or his/her designee. It must be in the original container and be properly labeled with the student's name, Doctor's name, date of prescription, name of medication, dosage, strength, time interval, route of administration and the date of the drug's expiration when appropriate.

_____ _____ _____

Signature of Parent/Guardian ***Date*** ***Phone (cell, home, work)***

AUTHORIZATION FOR SELF-ADMINISTRATION OF MEDICATION

Is student authorized to self-administer this medication/these medications while at school?

If yes, please complete the following:

Student: I certify that I have read and understand the instructions regarding the self-administration of my medication(s). I agree to take these above medications according to my health care provider's recommendation.

Student Signature: _____Date: _____

Parent/Guardian: _____ (student) has been instructed in the proper dosage and administration of the following medication(s):_____. I request that she/he be permitted to carry this medication on her/his person and self-administer it as directed by her/his health care provider and in accordance with school policy and procedures.

Parent/Guardian Signature: _____Date: _____

G. Severe Allergy Medical Management Plan Signature Page

Recommendation of the Severe Allergy Medical Management Plan

I, the undersigned, recommend the Severe Allergy Medical Management Plan as indicated.

_____ _____

Physician Signature Print Physician Name

_____ _____ _____

Address Phone Date

I, the undersigned, have received, have read, understand, and agree to the school's implementation of the Severe Allergy Medical Management Plan:

_____ _____

Parent Signature Date

H. Emergency Phone Numbers

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

SJPD Liaison: Officer Matias Cervantes, Badge #3688, (408)823-5668, email; 3688@SANJOSECA.GOV
Richmond Police Department (510) 724-8950
Stockton Police Department: (209) 937-5486
Morgan Hill Police Department: (408) 779-2101

I. School Crisis Emergency Backpack Checklist

Determine specific needs and ensure that all the contents are in the appropriate backpack and are current.

Last updated:

By (print name):

Signature: _____

- Map or diagram of campus with evacuation sites marked
- Staff emergency vest(s) of appropriate color (if required)
- Student/staff emergency cards/roster
- Student/staff attendance for current day
- Student/staff sign out sheet (not official)
- Appropriate facility keys
- Latex gloves in zip lock bag
- Flashlight with batteries bagged separately
- Whistle
- Two pens
- Large marker
- Small notebook and/or legal pad
- Scissors and/or utility tool
- Post it notes
- Assorted Band-Aids
- Lifesavers or other hard candy
- Class activity or game (if appropriate)

J. Telephone Bomb Threat Reporting Procedure

Instructions:

- Be Calm & Courteous
- Listen & do not interrupt the caller
- Keep caller talking (pretend difficulty hearing)

Your Name: _____ Time: _____ Date: _____

Document the following:

Caller's Identity:

Male/Female Adult Juvenile Approximate Age:_____

Voice Characteristics:

Loud High Pitch Soft Deep Raspy Pleasant Intoxicate Other: _____

Acent:

English Spanish Other: _____

Speech:

Fast Stutter Slurred Slow Distorted Nasal Other: _____

Language:

Excellent Fair Foul Poor Other: _____

Background Noises:

Factory Machinery Trains Music Street Animals Voices Party Airplanes Quiet

Ask the following questions to Bomb Threat Person (if possible):

- What time will bomb go off:
- Where is it located:
- What kind of bomb is it:
- What kind of package is it in:

- What is your name & address:

Call the Police / Notify your supervisor immediately

K. Student Release/Runner Form

Student Release/Runner Form
To be Taken by Runner

Completed by Parent/Guardian at **Release Gate #1**	Student Last Name _____ First Name _____ Grade _____ Teacher (if known _____ Name of Person Picking up Student: _____ Relationship to Student: _____	1
Completed by **Request Gate #1**	Name on Release Form? (circle one) Yes No **List number or other ID type below** Photo ID/Driver's License Checked ☐ Other Photo ID Verified ☐ Verified by (Staff only): _____	2

***Parent to go to Release Gate #2 and wait for student**

Completed by **Holding Area Staff**	Student Status: _____ Sent with Runner _____ Absent _____ First Aid Station _____ Missing Other Notes: _____	3

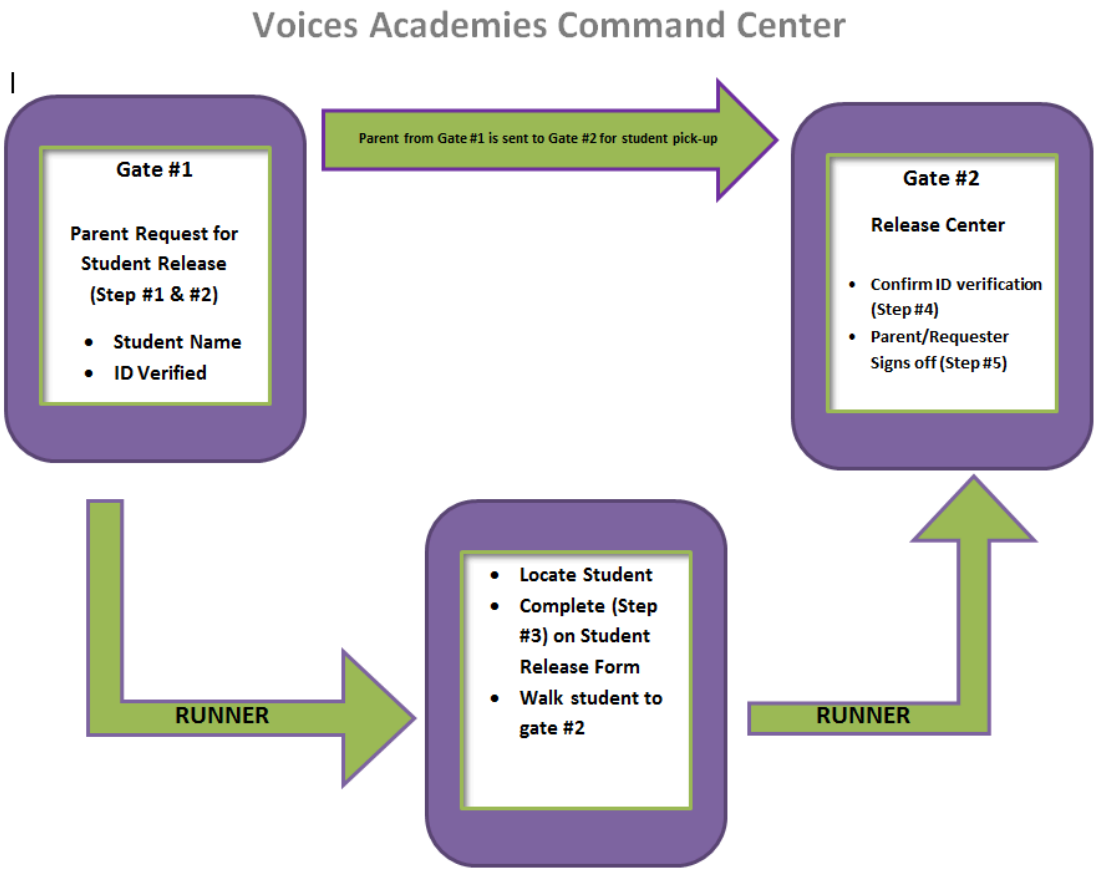
***If student is absent or missing, runner takes form to incident commander or assigned counselor/staff**
****If student is located, runner to accompany student to release gate with form**
*****Runner to give form to Release Gate #2 personnel to complete Box 4**

Completed by **Release Gate #2**	Name of Person Picking Up is same as Box #1 ☐ Photo ID/Driver's License Checked ☐ Checked by (staff only): _____	4

***Parent – Requester completes the following once student has been located and taken to release gate #2:**

Completed by Parent/Requester at **Release Gate #2**	Requester Signature _____ Destination/Phone: _____ Address: _____ Time of Release: _____ Date: _____	5

L. Command Center Chart



M. Suspension and Expulsion Policy and Procedures

Morgan Hill - Suspension and Expulsion Policy and Procedures

West Contra Costa - Suspension and Expulsion Policy and Procedures

Flagship - Suspension and Expulsion Policy and Procedures

Mount Pleasant - Suspension and Expulsion Policy and Procedures

Stockton - Suspension and Expulsion Policy and Procedures

N. Volunteer, Visitation, and Removal Policy

Voices College-Bound Language Academies ("Voices" or "Charter School") encourages parents/guardians and interested members of the community to visit Voices' schools and its educational program. The Voices Board of Directors ("Board") has established the following procedures which facilitate visitation and volunteering during regular school days in order to ensure minimum interruption of the instructional program.

Definitions

● A "visitor" is defined as any person seeking to enter the school building who is not an employee or a current student at the Charter School. All visitors who are not parents or guardians of a student must have a specific and educationally relevant purpose for their visit.

● A "volunteer" is defined as any person who voluntarily offers and provides a service to the Charter School with Charter School approval without receiving compensation.

Volunteering

Parents or guardians who are interested in volunteering in the classroom must adhere to the following guidelines:

1. Volunteers who will volunteer outside of the direct supervision of a credentialed

employee shall be (1) fingerprinted and (2) receive background clearance and (3) Megan's Law clearance prior to volunteering without the direct supervision of a credentialed employee.

2. A volunteer shall also have on file with Voices a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the Voices Board of Directors, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with students.

3. Volunteering must be arranged with the classroom teacher and Principal or designee, at least three (3) days in advance.

4. Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aide, the volunteer may leave their volunteer position for that day.

5. Information gained by volunteers regarding students (e.g. academic performance or behavior) is to be maintained in strict confidentiality. Volunteers must sign in agreement that they have read and understand and agree to follow the Family Educational Rights and Privacy Act ("FERPA") Policy.

6. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of

registering and signing out of the campus at the main office as indicated below.

7. Volunteerism by parents is encouraged but not mandatory.

Conditions for Campus/Classroom Visitation

Voices endeavors to create a safe environment for students and staff. Accordingly, visits during regular school days must be conducted in the manner set forth below:

1. Visits during school hours should first be arranged with the Principal or designee, preferably at least three (3) days in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least three (3) days in advance. Visitors seeking to visit a classroom during school hours must first obtain the written approval of the Principal or designee.

2. All visitors (including volunteers) shall register with the front office immediately upon entering any school building or grounds during regular school hours. When registering, the visitor is required to provide their name, address, occupation, purpose for entering school grounds, and proof of identity if requested.

3. For purposes of school safety and security, the Principal or designee may provide a visible means of identification for visitors while on school premises.

4. All visitors are asked to comply with current mandated and recommended health and safety protocols. Visitors (including volunteers) who demonstrate signs of a contagious disease (e.g., fever, coughing) may be denied registration. When recommended or requested by the Department of Public Health, visitors will be required to wear personal protective equipment, such as masks, and practice social distancing. Voices reserves the right to implement additional measures for the protection of its school community, such as requiring forehead temperature checks before entry to the same extent being utilized for students and employees.

5. If the visitor is a government officer/official (including but not limited to local law

enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. Voices shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by Voices, consistent with the law. The Voices Board of Directors and Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.

6. Except for unusual circumstances, approved by the Principal, Voices visits should not exceed approximately one-hundred and twenty (120) minutes in length and may not occur more than twice per semester.

7. While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher's and Principal's written permission.

8. Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors Logbook in the main office.

Limitations of Volunteering or Visitation

1. The Principal, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.

2. The Principal may direct a visitor or volunteer without lawful business on campus to

leave campus when the visitor's presence or acts interfere with the peaceful conduct of the activities of the school, or disrupt the school or its students, or school activities. Any visitor who is directed to leave by the Principal or designee will not be permitted to return to the Charter School campus for at least seven (7) calendar days.

3. The Principal or designee may withdraw consent to be on campus for up to fourteen (14) calendar days even if the visitor or volunteer has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt Voices' orderly operation. Consent shall be reinstated whenever the Principal has reason to believe that the presence of the person will not constitute a substantial and material threat to the orderly operation of the school campus. The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the two-week period. The written request shall state the address to which notice of hearing is to be sent. The Principal shall grant such a hearing not later than seven (7) calendar days from the date of receipt of the request and shall immediately mail a written notice of the time, place, and date of such hearing to such person.

4. The Principal or designee may request that a visitor or volunteer who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When a visitor or volunteer is directed to leave, the Principal or designee shall inform the visitor or volunteer that if the visitor or volunteer reenters the school without following the posted requirements the visitor or volunteer will be guilty of a misdemeanor.

5. The Principal or designee may seek the assistance of the police (when appropriate) in dealing with or reporting any visitor/volunteer in violation of this policy.

6. This Policy does not authorize Voices to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

Posting of Notice

At each entrance to Voices school grounds, signs shall be posted specifying the hours during which registration is required, stating where the office of the Principal or designee is located and what route to take to that office, and setting forth the penalties for violation of this Policy.

Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, the visitor will be guilty of a misdemeanor, which is punishable by a fine of up to $500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
2. Under California Education Code section 44811, any visitor whose conduct materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor and is punishable, upon the first conviction, by a fine of no less than $500.00 (five hundred dollars) and no more than $1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both, the fine and imprisonment.
3. Disruptive conduct may lead to Voices' pursuit of a restraining order against a visitor, which would prohibit the visitor, which if granted, from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, the visitor will be guilty of a misdemeanor, which is punishable by a fine of up to $500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
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3. Disruptive conduct may lead to Voices' pursuit of a restraining order against a visitor, which would prohibit the visitor, which if granted, from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

O. Student Dress Code Policy

School Philosophy

Voices College-Bound Language Academy ("School") recognizes the need for students of the School to dress appropriately for school. The purpose of our dress code is to enhance the classroom atmosphere and minimize student distraction, so as not to interfere with the educational process. The School believes that students should focus their energy and attention upon their academic development and not on style or the clothes of their peers. In addition, dress code is important to school pride and safety because it fosters a sense of belonging and students

in uniform are easily recognized by all school staff. It is also intended to help protect the health, safety, and welfare of the individual student.

General Guidelines

All students shall be required to show proper attention to personal cleanliness, health, neatness, safety, appearance and to wear a school uniform for school activities. This dress code shall be in effect on campus during school and school sponsored activities except where modified by the site administrator for specific extracurricular activities or in special cases. The Charter School staff and administration reserve the right to determine clothing which disrupts or detracts from the educational environment. This dress code is gender neutral.

Students will be required to wear a school uniform. Inappropriate apparel and accessories includes clothing that compromises safety or is disruptive and/or distracting to the school environment and instructional process. The Board is committed to protecting the health, safety, and welfare of the students and the Board believes that appropriate dress and grooming contribute to a productive learning environment.

Description of Uniform:

SHOES : All grades Rubber bottom, flat soled shoes with covered toes

BOTTOM: All grades Khaki or tan (cotton twill) Pants, Shorts, skirt, or jumper with Belt (grades 2nd+)

TK, Kindergarten and 1st grade: Voices Shirt: Gold Polo-style shirt with Voices logo

2nd and 3rd Grade Voices Shirt:Purple Polo-Style Shirt with Voices logo

4th and 5th Grade Voices Shirt:Maroon Polo-Style Shirt with Voices logo

6th and 7th Grade Voices Shirt:Gray Polo-Style Shirt with Voices logo

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

Additional Rules:

● No clothing, jewelry, accessories, or hairstyles which are, or include, a picture, writing, or

insignia which is: (1) gang related; (2) presents a safety hazard to the wearer or others; (3) advertises or symbolizes any type of alcohol, drugs, tobacco, or gambling; (4) includes weapons or acts which are illegal, violent, obscene, or hazardous to one's health; (5) sexually suggestive, crude, vulgar, profane; discriminatory, obscene, contain threats, libelous; or (6) offensive or degrading to students or staff on the basis of gender, cultural, religious or ethnic values.

● Students may also wear school earned university shirts or Student of the Month shirts as part of their uniform. All other clothing items (jackets, sweaters, etc.) are not to have any words or decorations other than Voices logo.

● The uniform must be worn throughout the school day.

● Students are to enter and leave the school in uniform.

● Changing clothes at school, unless for a Voices sponsored activity, is not allowed.

● No hats are permitted in the classroom (but can be worn for sun protection outside) Head coverings for religious purposes are acceptable at all times, both indoors and outdoors.

● No sweats, no jeans.

● A student’s hairstyle, clothing, jewelry and makeup should not distract from the educational environment.

● Label all clothing, bookbags, and lunch boxes with your child’s name and class using a permanent marker. This will help the school to return any lost items.

● Uniforms must be kept neat and clean at all times and must fit appropriately. Specific requirements are listed below:

▪ Pants must be appropriate size

▪ Belt must be worn if pants have belt loops (2 nd-8 th grade)

▪ Skirts and shorts must not be shorter than four inches above the knee.

▪ Pants must be worn at the waist.

▪ Shirts must fit appropriately--neither too small nor too big.

▪ In the event of cold weather, students may wear a jacket, sweatshirt, cardigan, or sweater over their collared shirt.

▪ Shirts must be tucked in.

Out of Uniform Notices

Parents will receive an "Out of Uniform" notice if a child does not adhere to the uniform policy. The notice should be returned to the school with the parent's signature the next school day. Upon the second "Out of Uniform" notice in one school year, a School representative will initiate a telephone conference with the parent. The goal of the conference will be to problem-solve the family's issue of complying with the uniform policy.

Notification of the Student Dress Code

Parents and students will be provided notice of the Charter School's dress code at the beginning or the school year and/or upon enrollment. This information will also be located within the Charter School's Parent/Student Handbook.

Students may not be penalized academically or removed from class as a consequence for not complying with the school uniform policy.

Prohibited Conduct and Sanctions

Students who repeatedly violate the School Dress Code may be subject to discipline, not including suspension or expulsion.

Instructional Continuity Plan
For Site-Based Schools

Integrated into SSP: June 24, 2025

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INTRODUCTION

Pursuant to Senate Bill 153 and California Education Code section 32282, subdivision (a)(3)(A), Voices College Bound Language Academies ("Voices" or "Charter School") adopts the following Instructional Continuity Plan ("ICP") to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to a qualifying emergency or a natural disaster pursuant to California Education Code 41422 and 43692(a), and it materially reduces the Charter School's average daily attendance ("Emergency Event").

The Instructional Continuity Plan ("ICP") states how Voices will:

1. Establish communication with students and families not later than five (5) calendar days of an Emergency Event that disrupts in-person education, with the goal being to establish two-way communication and to identify and provide students with social-emotional, mental health, and academic supports; and
2. Establish access to alternative in-person instruction, remote instruction, or a hybrid model no more than ten (10) instructional days after an Emergency Event disrupts in-person education.

DEFINITIONS

"Remote Learning" means instruction in which the student and certificated teacher are in different locations and instruction shall be aligned with traditional independent study per Education Code 51745-51747.5. Instructional time shall be based on the time value of the learning tasks and assignments delegated by the teacher.

"In-person instruction" means instruction under the immediate physical supervision and control of a certificated employee of the Charter School while engaged in educational activities required of the student.

"Two-way communication" may include phone calls, email, or instant messaging through ParentSquare, the Charter School's portal.

"Emergency or natural disaster" may include wildfires, earthquakes, severe weather, floods, landslides, tsunamis, pandemic, infectious disease outbreaks, chemical/hazardous materials spill or threat, etc.

STUDENT AND FAMILY ENGAGEMENT

To provide consistency during an Emergency Event, the Charter School's primary mode of communication shall be through ParentSquare. This platform provides a secure environment to communicate with each student and their parent/guardian through instant messages, classroom postings, flyers, and embedded documents. In addition to ParentSquare, teachers will communicate with parents/guardians on a regular basis through traditional communication channels (i.e. phone calls, online classroom postings, Google Meets or Zoom, etc.) regarding each student's academic progress, attendance/participation, behavior, and social-emotional well-being.

Initial Notification

Voices shall engage students and families as soon as practicable following an Emergency Event that disrupts in-person learning. The initial communication establishing two-way communication with students and their families shall occur no later than five (5) calendar days following an Emergency Event. This communication shall:

- Notify students and families that in-person instruction will be disrupted as a result of the emergency or natural disaster;
- Provide students and families with a status update, based on the most up-to-date and credible sources available, on the nature and extent of the emergency or natural disaster;
- Inform the Charter School community of the methods the school will use to communicate with students and families while in-person instruction is disrupted;
- Request that students and families check in and report their physical well-being, as well as any immediate social-emotional, mental health, and academic needs;
- Provide support for students' social-emotional, mental health, and academic needs by using internal resources to the extent available, and by referring families to any community-based or emergency-focused resources and services providers that may be available; and
- If the emergency or natural disaster creates persistent power outages or damages critical infrastructure, the Charter School will post flyers in local community centers and libraries, and, if necessary, may broadcast through local television and radio stations how communication will occur until power and internet connectivity are restored; how and where students will commence their academic studies; and provide information regarding mental health.

Remote Instruction

Charter School shall provide access to in-person or remote instruction as soon as practicable, but no more than ten (10) instructional days following the Emergency Event, which includes:

- If in-person instruction is not feasible, the Charter School will provide remote instruction pursuant to Voices' Independent Study Policy and procedures; and
- Provide access to instructional resources such as a laptop, internet, and instructional materials to participate in remote instruction as follows: Each grade level will be given a time slot to pick up the resources from the school site or designated location.
    - If the online portal is not accessible due to unforeseen disruptions, students and families will be provided an assignment packet to ensure schoolwork from teachers related to assignments, instruction, and assessments is uninterrupted; or

- If an Emergency Event disrupts in-person learning and independent study is not feasible, a student may also be offered enrollment in or be temporarily reassigned to another site, school district, county office of education, or charter school[1]. This information will be determined on a case-by-case basis and communicated to each impacted family. The Charter School has established partnerships with the following local education agencies ("LEAs") to temporarily support Voices' students in case of an emergency where remote instruction is not feasible: Franklin McKinley School District, Alum Rock School District, and Morgan Hill Community Center.

Communication

Voices' communication platform is ParentSquare and the Voices website, and all communications regarding an Emergency Event will be posted on this platform, which is accessible to all students, parents/guardians, and Voices employees.

ParentSquare and the school website will also be used to provide instructions to the school community regarding how and when families will access instruction, academic supports, social-emotional resources, and important updates regarding when in-person instruction will resume.

Other forms of communication will be as follows:

- Questions regarding academic instruction, assessments, homework, etc., will occur through ParetSquare, Class Dojo, Google Classroom or email;
- Teachers will communicate with parents/guardians on a regular basis through traditional communication channels (i.e. Class Dojo, ParentSquare, email);
- The Charter School's website and ParentSquare will:
  - Identify whether instruction is in-person, remote, or hybrid;
  - Provide updates and solutions about the impact the Emergency Event is having on providing in-person, remote, or hybrid instruction; and
  - Provide an outlook for when and how normal operations will resume through the Charter School's Google Classroom, and when in-person instruction will resume.
- If the Emergency Event has negatively impacted power or internet services, flyers will be posted at local community centers, libraries, and other publicly accessible locations.

This information will be provided upon the Charter School's emergency closure and updated every 24 hours.

TECHNOLOGY

[1] When a student is temporarily reassigned to another LEA outside of the school district in which the student's parent(s) or guardian resides, then, notwithstanding any other law, that student shall be deemed to have complied with the residency requirements for attendance in the LEA that is temporarily serving the student pursuant to this ICP.

To solidify and strengthen technology readiness for students and educators to support a pivot to independent study from in-person instruction, Voices orients every student and employee within the first thirty (30) days of the school year and again every other month to the Charter School's "digital backpacks," which is a bundle of the Charter School's digital resources that students and educators will access during a school closure.

Voices annually surveys its families to determine which students will need a laptop computer and an internet hotspot during a school closure. With this information, the Charter School has purchased and stockpiled extra devices for distribution and to replace damaged or destroyed equipment.

INSTRUCTION AND ASSESSMENT

Independent Study Agreements

All students will be asked to sign an independent study agreement during the enrollment/re-enrollment period every year to ensure agreements are in place prior to an Emergency Event that limits or prevents access to the school site.

Course Content

The Charter School shall provide content aligned to grade-level standards that is substantially equivalent to in-person instruction.

Assessments

Teachers will use the following assessment tools to check for student understanding: California State Assessments including Initial and Summative ELPAC, CAST, CAASPP for ELA and Math, as well as an adopted K-2 Reading Screener.

The Charter School will use multiple assessment tools to determine each student's areas of progress and growth including: IXL Diagnostics for Reading, Math, and Science, as well as LAS Links.

Each student and their parent/guardian will receive confidential results of the above assessments through ParentSquare forms.

Academic Support

Students demonstrating the need for additional support will be contacted by the school's Student Services Manager to discuss remedial measures or to convene a Student Support Team ("SST"), Section 504, or Individualized Education Program ("IEP") Team meeting to review additional accommodations, services, or support.

Teachers will maintain virtual office hours to provide students or a student's parent/guardian the opportunity to clarify assignments, request additional academic support, or address other areas of concern. Each teacher's office hours will be posted within their virtual classroom.

EQUITABLE ACCESS

The Charter School shall utilize its multi-tiered systems of support ("MTSS") to address the needs of students who are not performing at grade level, or who need support in other areas, such as English Learners, students in foster care or students who are experiencing homelessness, and/or students requiring mental health support. The Charter School complies with the Individuals with Disabilities Education Act ("IDEA") and is committed to meeting the needs of individuals with exceptional needs in order to be consistent with the student's individualized education program ("IEP"). Policies, procedures, and guidelines are in place to ensure that students are identified, assessed, and provided a free appropriate public education ("FAPE") in the least restrictive environment. The Charter School complies with Section 504 of the federal Rehabilitation act of 1973 (29 U.S.C. Sec. 794) and is committed to providing equivalent access to and providing a FAPE to all students with disabilities.

Students with Disabilities

The Charter School shall provide and maintain all accommodations and services in accordance with the emergency alternative plan outlined within each student's IEP and Section 504 Plan.

The Director of Special Education will oversee the implementation of each student's IEP within the remote learning environment. All inquiries related to a student's IEP should be directed to the Director of Special Education at emagana@voicescharterschool.com.

The Director of Special Education will oversee the implementation of each student's Section 504 Plan within the remote learning environment. All inquiries related to a student's Section 504 Plan should be directed to the Director of Special Education at emagana@voicescharterschool.com.

English Learners

All students who are English Learners ("EL") will receive English Language Development ("ELD") support while enrolled in remote learning. Each teacher will be responsive to each EL students' different strengths, needs and identities, and support the socio-emotional health and development of ELs through structured lessons that explicitly target language development skills in reading, writing, listening, and speaking, interactive activities, scaffolding, visual aids, and differentiated instruction to meet each student's unique needs.

The Director of Dual-Immersion Instructional Leadership will oversee the implementation of designated and integrated ELD within the remote learning environment. All inquiries related to an EL should be directed to Director of Dual-Immersion Instructional Leadership at emagana@voicescharterschool.com.

Foster Students and Students Experiencing Homelessness

A student in foster care or a student who is experiencing homelessness will be provided additional support through the Charter School's MTSS and may contact the Network Operations Manager at nortiz@voicescharterschool.com for additional support.

The National Center for Homeless Education's Helpline is also staffed Monday-Friday, 9:00 AM to 5:30 PM Eastern Time. Email: NCHE.helpline@safalpartners.com or phone: +1 305-306-8495.

Mental Health Needs

Voices recognizes that when an Emergency Event occurs, it can cause unidentified and unaddressed mental health challenges. Access to mental health services is not only critical to improving the physical and emotional safety of students and employees, 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 during an emergency:

Available through the Charter School: Contact the School Site Counselor

- Voices West Contra Costa:
- Voices Flagship
- Voices Mt. Pleasant
- Voices Morgan Hill

Available in the Community:

- Pacific Clinics Mobile Crisis Team (formerly Uplift Family Services): (408) 379-9085, Alum Rock Crisis Unit: (408) 294-0579
- Contra Costa County: Psychiatric Emergency Services in Contra Costa: Contra Costa Regional Medical Center -call 24-hour Access Line at 1-888-678-7277 for mental health resources or the Contra Costa Crisis Center at 1-800-833-2900 for 24-hour crisis support
- San Joaquin County: San Joaquin County Crisis Line: For immediate crisis support, call 209-468-3549

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 or 1-800-273-8255.
- 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.

ADDITIONAL SUPPORT SERVICES

Meals

If meal service is disrupted at the Charter School, meals will be provided through the following methods:

- Voices will distribute meals at the school site or at a designated place.
- Voices will coordinate with the Second Harvest Food Bank of Silicon Valley to distribute fresh groceries or ready-to-eat meals.

PROFESSIONAL LEARNING

At the beginning of each school year, and upon hire, Voices will provide teachers with regular training on the tools, platforms, and strategies to be adept at online or paper packet lesson plan development, assessing students, and supporting diverse learners during remote learning. The Charter School will also provide professional development on virtual classroom management.

RETURN TO IN-PERSON LEARNING

The conditions to be met prior to returning to in-person learning may include, but are not limited to the following:

- Evacuation orders lifted
- Power and utilities functioning
- Healthy air quality
- Access to safe and clean water
- Campus is free from debris and hazards
- Internet fiber lines are connected and functioning
- Staff are available to cover those affected by the Emergency Event
- Kitchen is up and running for meals

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Coversheet

Approval of Amendment to the Voices "Flagship" (FS) 2025-2026 Local Control and Accountability Plan (LCAP)

Section: III. Board Business: Discussion / Action Items
Item: A. Approval of Amendment to the Voices "Flagship" (FS) 2025-2026 Local Control and Accountability Plan (LCAP)
Purpose: Vote
Submitted by:
Related Material: Voices Flagship LCAP 2025.pdf

LCFF Budget Overview for Parents

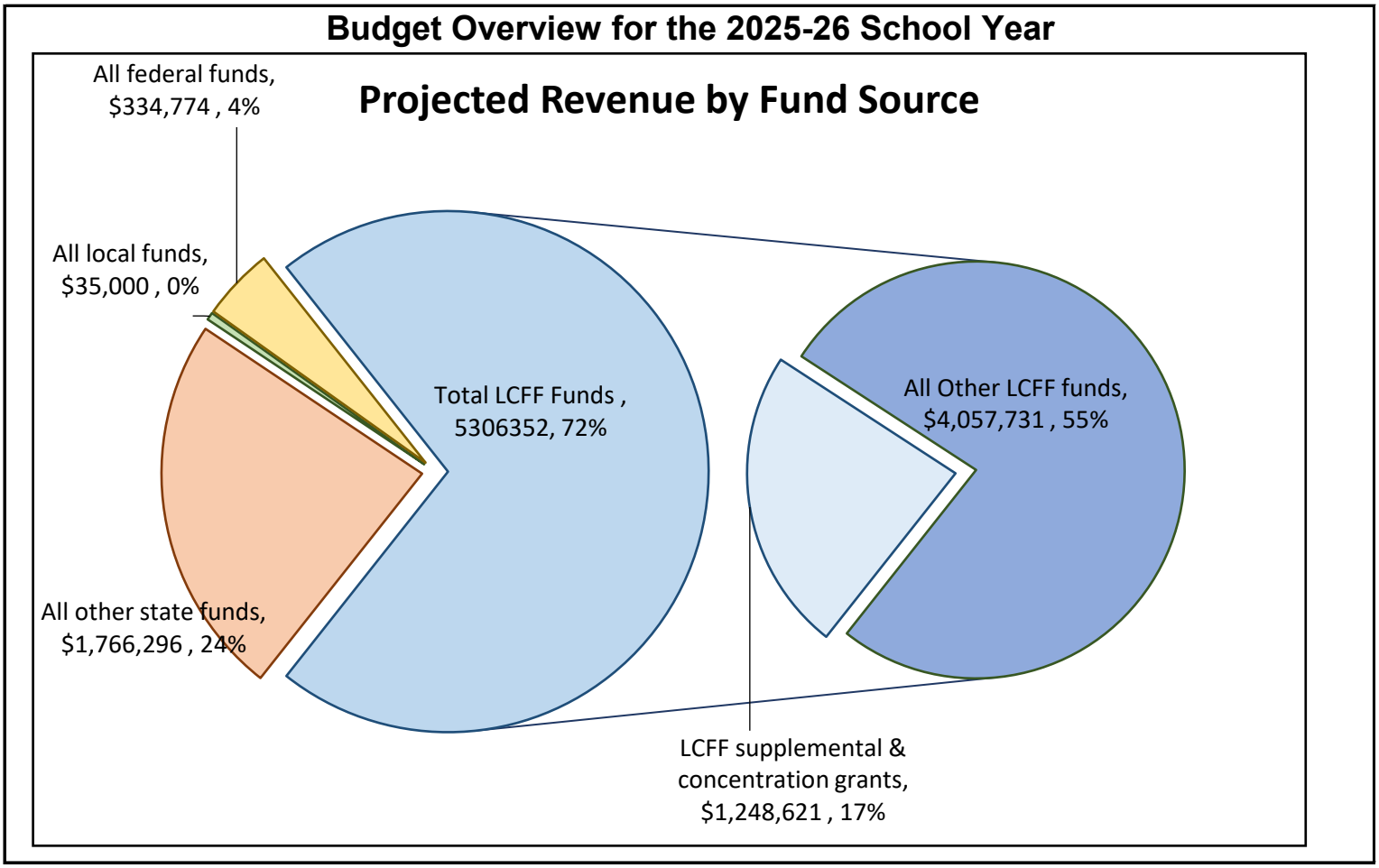
Local Educational Agency (LEA) Name: Voices College-Bound Language Academy

CDS Code: 43694500113662

School Year: 2025-26

LEA contact information: Hugo Torres, Principal htorres@voicescharterschool.com (408) 361-1960

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

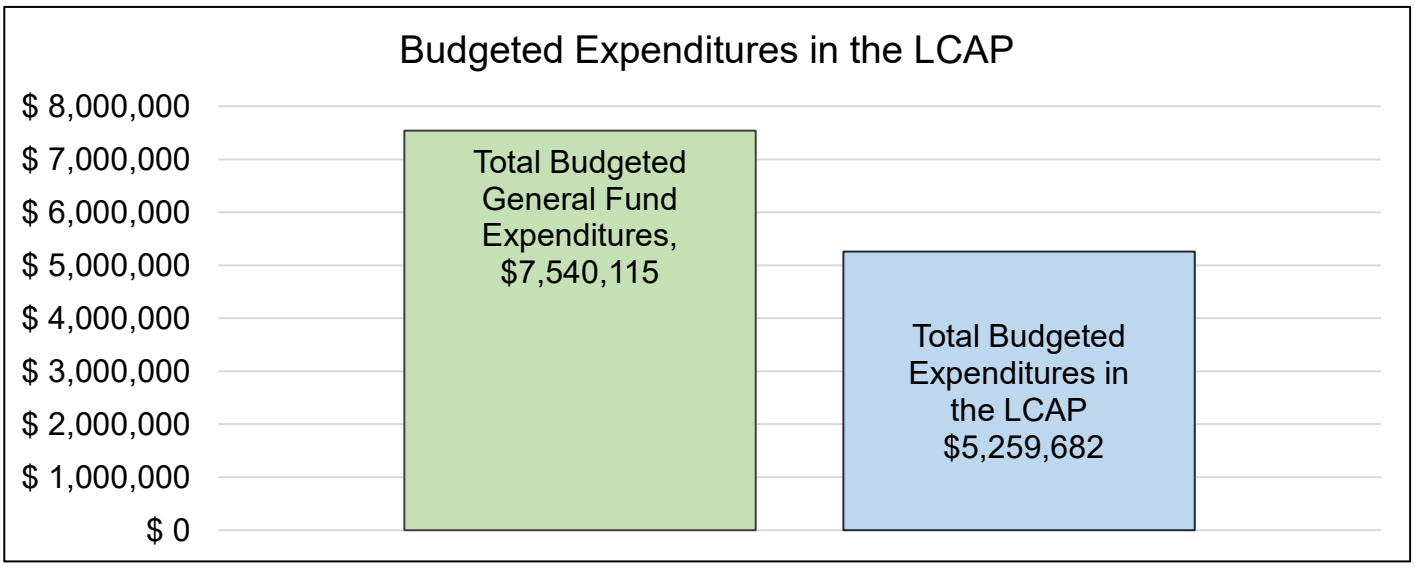


This chart shows the total general purpose revenue Voices College-Bound Language Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Voices College-Bound Language Academy is $7,442,422.00, of which $5,306,352.00 is Local Control Funding Formula (LCFF), $1,766,296.00 is other state funds, $35,000.00 is local funds, and $334,774.00 is federal funds. Of the $5,306,352.00 in LCFF Funds, $1,248,621.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Voices College-Bound Language Academy plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Voices College-Bound Language Academy plans to spend $7,540,115.00 for the 2025-26 school year. Of that amount, $5,259,682.00 is tied to actions/services in the LCAP and $2,280,433.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

School nutrition, dues and memberships, equipment leases, district oversight fees, legal fees, debt services, business services, accounting fees, and some operational costs.

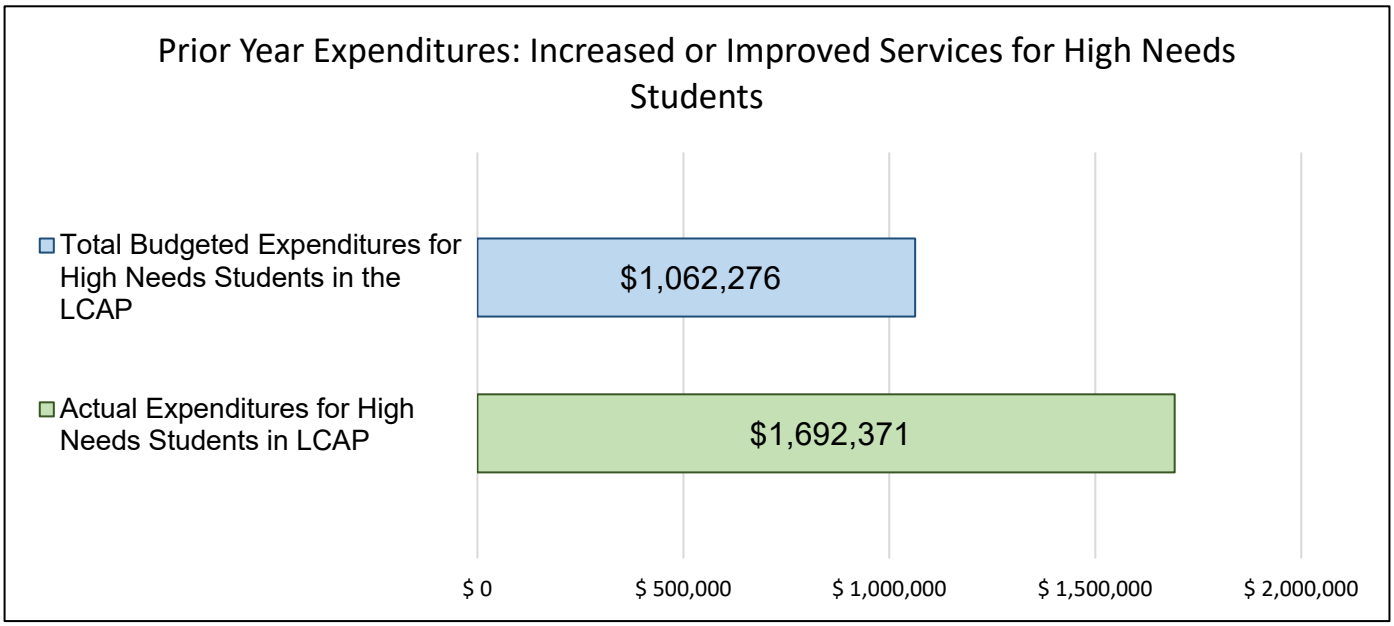
Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

In 2025-26, Voices College-Bound Language Academy is projecting it will receive $1,248,621.00 based on the enrollment of foster youth, English learner, and low-income students. Voices College-Bound Language Academy must describe how it intends to increase or improve services for high needs students in the LCAP. Voices College-Bound Language Academy plans to spend $1,079,643.00 towards meeting this requirement, as described in the LCAP. The additional improved services described in the plan include the following:

[Respond to the prompt here; if there is no prompt, a response is not required.]

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2024-25



This chart compares what Voices College-Bound Language Academy budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Voices College-Bound Language Academy estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2024-25, Voices College-Bound Language Academy's LCAP budgeted $1,062,276.00 for planned actions to increase or improve services for high needs students. Voices College-Bound Language Academy actually spent $1,692,371.00 for actions to increase or improve services for high needs students in 2024-25.

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 2024 reports that in 2023-24, Voices served 337 students with diverse needs and backgrounds: 72.7% socioeconomically disadvantaged ("SED") or low income ("LI") students; 46% of students were English Learners ("ELs"); 10.1% of English Learners were Redesignated Fluent English Proficient ("RFEP"); 11.6% of students with disabilities ("SWD"); 0.3% Foster Youth ("FY"); and, 0% Homeless Youth. As of the 2023-24 school year, enrollment by race and ethnicity at Voices was Hispanic/Latinx (94.2%), White (0.9%), Asian (0.9%), Filipino (0.3%), and Two or More Races (0.6%). 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, the Charter School addresses specific actions and services for ELs, SED/LI students, and FY to provide equal access to a high-quality program.

Voices College-Bound Language Academy (Flagship) is not eligible to be an Equity Multiplier School.

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, 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).

English Language Arts Performance

Increase ELA Performance overall and for significant subgroups. SBAC ELA performance declined significantly from Spring 2023 to Spring 2024 and remained in the “Low” performance level. 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%. SED students showed a DFS decline from -57.9 to -69.9, with a drop in proficiency from 28.95% to 26.62%. 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. SWD 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.

Math Performance

Increase Math Performance overall and for significant subgroups. SBAC Math results from Spring 2024 reflect a continued decline in academic performance compared to the prior year though remaining in the “Low” performance level. In 2022–23, the overall 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%. SED students improved slightly in proficiency (from 14.92% to 15.59%) despite a worsening DFS from -84.1 to -93.2. 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. LTELs had a DFS of -148.2, indicating extreme need. 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.

English Learner Progress Indicator

Increase English Learner Progress Indicator ("ELPI") for all English Learners. In 2024, the ELPI was rated "Very Low," with only 33.3% of ELs 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, the Dashboard reported 46.4% of ELs making progress 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 ELs, LTELs, and RFEPs for four years after reclassification.

Chronic Absenteeism Rate

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 "Medium" rating on the Dashboard. Hispanic students improved from 38.4% to 29.5%, and SED students declined from 38% to 32.1%. ELs showed progress, with rates dropping from 38.1% to 33.5%, while LTELs were reported at 31.4% in 2024. SWD 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.

Suspension Rate

Maintain suspension rate at 1% overall and for significant subgroups. Suspension rates increased notably from 2022–23 to 2023–24, resulting in an "High" 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 ELs increased from 1.1% to 3.8%, with LTELs showing a particularly concerning rate of 13.5% in 2024. SED students rose from 0% to 3.4%, while SWD 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, Positive Behavioral Interventions and Supports ("PBIS"), and Multi-Tiered System of Supports ("MTSS").

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 has been classified in the Middle Performance Category for Charter Schools across the State by the CDE.

ESSA Assistance Status
Voices has "No Status" for ESSA due to the overall student performance especially in the areas of ELA and Math performance levels.

LCFF Charter School Assistance Status
Voices is in General Assistance based on the 2023 and 2024 California Dashboards similarly to all schools.

Current ELs and LTELs met the criteria in Priority 4, Pupil Achievement, and Priority 6, School Climate for the overall performance level in ELA and Math Performance and the Suspension Rate. The 2024 ELA Performance for ELs and LTELs was in the “Very Low” range, and the 2024 Math Performance for ELs was in the “Very Low” range, and for LTELs was in the “Low” range. The 2024 Suspension Rate for ELs and LTELs was in the “Very High” range. In 2025, the pupil achievement and the suspension rate for ELs and LTELs must be improved especially for these subgroups.

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 and 2024 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 2023 and 2024 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 2023 and 2024 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. 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.

The feedback provided by educational partners indicated a need to continue with the Goals, Metrics, and Actions. Specific focus on increasing ELA and Math Performance and English Learner Progress, and reducing Chronic Absenteeism Rate and Suspension Rate.

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. SBAC ELA performance declined significantly from Spring 2023 to Spring 2024 and remained in the "Low" performance level. 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%. SED students showed a DFS decline from -57.9 to -69.9, with a drop in proficiency from 28.95% to 26.62%. 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. SWD showed slight improvement in DFS from -108.1 to -107.3, but their proficiency dropped from 10.71% to 3.70%.

SBAC Math results from Spring 2024 reflect a continued decline in academic performance compared to the prior year though remaining in the "Low" performance level. 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%. SED students improved slightly in proficiency (from 14.92% to 15.59%) despite a worsening DFS from -84.1 to -93.2. 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. LTELs had a DFS of -148.2, indicating extreme need. SWDs had a DFS decline from -137.3 to -143.7, with proficiency falling from 7.14% to 3.70%.

From 2022–23 to 2023–24, CAST Science performance remained relatively consistent overall, with a slight increase from 11.25% to 11.29% of students meeting or exceeding standards. Hispanic students declined from 10.67% to 6.78%, while SED students showed a small improvement from 7.32% to 8.51%. ELs remained at 0% in both years.

In 2024, the ELPI was rated “Very Low,” with only 33.3% of ELs making progress toward English language proficiency, as reported on the 2024 California School Dashboard. This is significantly below the state average of 45.7%.

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	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 Data Year: 2023-24 Data Source: Dashboard Fall 2024		Full Implementation & Sustainability Data Year: 2025-26 Data Source: Dashboard Fall 2026	Did Not Meet Target

1.4	SBAC ELA	2022-23 ELA Distance from Standard **"Low"** Overall: -34.7 HISP: -41.2 SED: -57.9 EL: -51.8 SWD: -108.1 Data Year: 2022-23 Data Source: Dashboard 2023 Percent Meets and Exceeds: Overall: 36.05% HISP: 33.79% SED: 28.95% EL: 20.95% SWD: 10.71% Data Year: 2022-23 Data Source: CAASPP	2023-24 ELA Distance from Standard **"Low"** Overall: -59.5 HISP: -63.3 SED: -69.9 EL: -89.3 LTEL: -112.3 SWD: -107.3 Data Year: 2023-24 Data Source: Dashboard 2024 Percent Meets and Exceeds: Overall: 29.05% HISP: 27.80% SED: 26.62% EL: 3.26% SWD: 3.70% Data Year: 2023-24 Data Source: CAASPP		2025-26 ELA Distance from Standard Overall: 25.3 HISP: 18.8 SED: 2.1 EL: 8.2 SWD: -48.1 Data Year: 2025-26 Data Source: Dashboard 2026 Percent Meets or Exceeds: Overall: 51.05% HISP: 48.79% SED: 43.95% EL: 35.95% SWD: 25.71% Data Year: 2025-26 Data Source: CAASPP	Did Not Meet Annual Target of 20 points each year DFS: 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** Did Not Meet Annual Target of 5% each year 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 **"Low"** Overall: -66.8 HISP: -69.4 SED: -84.1 EL: -86.7 SWD: -137.3 Data Year: 2022-23 Data Source: Dashboard 2023 Percent Meets or Exceeds: Overall: 19.92% HISP: 17.94% SED: 14.92% EL: 9.26% SWD: 7.14% Data Year: 2022-23 Data Source: CAASPP	2023-24 Math Distance from Standard **"Low"** Overall: -83.4 HISP: -87.2 SED: -93.2 EL: -110.6 LTEL: -148.2 SWD: -143.7 Data Year: 2023-24 Data Source: Dashboard 2024 Percent Meets or Exceeds: Overall: 16.51% HISP: 14.98% SED: 15.59% EL: 2.15% SWD: 3.70% Data Year: 2023-24 Data Source: CAASPP		2025-26 Math Distance from Standard Overall: -6.8 HISP: -9.4 SED: -24.1 EL: -26.7 SWD: -77.3 Data Year: 2025-26 Data Source: Dashboard 2026 Percent Meets or Exceeds: Overall: 34.92% HISP: 32.94% SED: 29.92% EL: 24.26% SWD: 22.14% Data Year: 2025-26 Data Source: CAASPP	Did Not Meet Annual Target of 20 points each year DFS: 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** Did Not Meet Annual Target of 5% each year Meets and Exceeds: 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: 2022-23 Data Source: CAASPP	Overall: 11.29% HISP: 6.78% SED: 8.51% EL: 0% SWD: Too Few Data Year: 2023-24 Data Source: CAASPP		Overall: 26.25% HISP: 25.67% SED: 22.32% EL: 15% SWD: Too Few Data Year: 2025-26 Data Source: CAASPP	Did Not Meet Annual Target of 5% each year Meets and Exceeds: Overall: **Maintained 0.04%** HISP: **Declined 3.89%** SED: **Increased 1.19%** EL: **Maintained 0%**
1.7	ELA Local Assessment –MAP and IXL	34% of students met growth target 4.42% Proficient MAP Data Year: 2023-24 Data Source: Local Assessment Data	No Data on Growth 44.3% Proficient MAP in Fall 2024 29% Proficient IXL in March 2025 Data Year: 2024-25 Data Source: Local Assessment Data		-0.2 Conditional Growth Index (CGI) 50% of students Proficient 50% of students met growth target Data Year: 2026-27 Data Source: Local Assessment Data	Met Annual Target **39.88% Increase on Reading MAP**
1.8	SLA Local Assessment – STAR Reading in Spanish	Not Administered Data Year: 2023-24 Data Source: Local Assessment Data	28% Proficient STAR SLA Data Year: 2024-25 Data Source: Local Assessment Data		SGP 50 - Growth 50% of students Proficient STAR SLA Data Year: 2026-27 Data Source: Local Assessment Data	Unable to Determine

1.9	Math Local Assessment – MAP/IXL	47% of students met growth target 10.73% Proficient MAP Data Year: 2023-24 Data Source: Local Assessment Data	No Data on Growth 53.1% Proficient MAP in Fall 2024 24% Proficient IXL in March 2025 Data Year: 2024-25 Data Source: Local Assessment Data		-0.2 Conditional Growth Index (CGI) 50% of students Proficient 50% of students met growth target Data Year: 2026-27 Data Source: Local Assessment Data	Met Annual Target **42.37% Increase on Math MAP**
1.10	EL students making progress toward English Proficiency	ELPI is **"Low"** for 2023 ELPI is 46.4% Data Year: 2022-23 Data Source: Dashboard 2023	ELPI is **"Very Low"** for 2024 ELPI is 33.3% 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: Dashboard 2024	Did Not Meet Annual Target **Declined 13%**
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	Unable to Determine

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. The Charter School was fully staffed, and the action was implemented. The Core Curriculum was implemented, and EnVision Math was piloted. There needs to be more training on the curriculum. Support for English Learners was implemented and provided growth. Support for Students with Disabilities was implemented with inclusive practices and co-teaching. Professional Development was partially implemented, but many of the topics still need to be addressed. Technology Infrastructure and Support was implemented, and technology like projectors were updated. Intervention and Supplemental Materials were implemented and supported the core program. Instructional Coach and Principal was implemented and provided support to each teacher at least once per week. Associate Teachers were implemented and could benefit from more professional development. Student Services Manager was implemented and organized supports for students. After School Program and Summer School/Intersession was implemented and ensured additional support and access to students. Network Support Infrastructure was implemented and was successful in restructuring policies and procedures.

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. The actions that were increased between the budgeted expenditures and estimated actual expenditures were: Implementation of Core Curriculum due to the purchase of new curriculum; Support for English Learners due to the purchase of new curriculum; Technology Infrastructure and Support due to the purchase of projectors; and Intervention and Supplemental Materials due to IXL and cost of staffing for intervention.

The actions that were decreased between the budgeted expenditures and estimated actual expenditures were: Professional Development due to reduced scheduled trainings offered; Associate Teachers due to staff absences; and After School Program and Summer School due to the reduced anticipated staffing due to student enrollment.

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. The Charter School was fully staffed, and the action was effective. The Core Curriculum was effective, and EnVision Math was piloted. The needed to be more training on the curriculum. Support for English Learners was effective and provided growth. Support for Students with Disabilities was effective with inclusive practices and co-teaching. Professional Development was partially effective, but many of the topics still need to be addressed. Technology Infrastructure and Support was effective, and technology like projectors were updated. Intervention and Supplemental Materials were effective and supported the core program. Instructional Coach and Principal was effective and provided support to each teacher at least once per week. Associate Teachers were effective and could benefit from more professional development. Student Services Manager was effective and organized supports for students. After School Program and Summer School/Intersession was effective and ensured additional support and access to students. Network Support Infrastructure was effective and was successful in restructuring policies and procedures.

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.	$ 1,416,880	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.	$40,706	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.	$193,919	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.	$816,647	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	$94,106	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.	$47,167	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, IXL, 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 (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.	$31,411	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.	$276,116	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.	$488,406	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.	$109,827	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.	$441,317	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.	$769,896	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%. 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 “Medium” rating on the Dashboard. Hispanic students improved from 38.4% to 29.5%, and SED students declined from 38% to 32.1%. ELs showed progress, with rates dropping from 38.1% to 33.5%, while LTELs were reported at 31.4% in 2024. SWD also improved, decreasing from 31.3% to 26.1%.

Suspension rates increased notably from 2022–23 to 2023–24, resulting in an “High” 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 ELs increased from 1.1% to 3.8%, with LTELs showing a particularly concerning rate of 13.5% in 2024. SED students rose from 0% to 3.4%, while SWD remained steady at 2% across both years.

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	90.56% Data Year: 2024-25 Data Source: P-2 Report		96% Data Year: 2026-27 Data Source: P-2 Report	Did Not Meet Annual Target **0.86% Declined**
2.3	Chronic Absenteeism Rate	**"Medium"** All: 37.3% HISP: 38.4% EL: 38.1% SED: 38% SWD: 31.3% Data Year: 2022-23 Data Source: Dashboard 2023	**"High"** All: 29.3% 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	Making Progress **All:** Declined by 4.7 percentage points **HISP:** Declined by 8.9 percentage points **EL:** Declined by 4.6 percentage points **SED:** Declined by 5.9 percentage points **SWD:** Declined by 5.2 percentage points

2.4	Middle School Drop Out Rate	% 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	**"Very Low"** All: 1% HISP: 0.8% EL: 1.1% SED: 0% SWD: 2% Data Year: 2022-23 Data Source: Dashboard Fall 2023 Suspension Rate	**"High"** All: 2.8% 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	Did Not Meet Target All: Increased by 1.8% HISP: Increased by 2.1% EL: Increased by 2.7% SED: Increased by 3.4% SWD: Maintained at 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 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 Provided Data Year: 2023-24 Data Source: Local Data	Supportive Relationships 87% Grades 3-5 77% Grades 6-8 Positive Feelings about School 53% Grades 3-5 42% Grades 6-8 Student/Teacher Relationships 63% Grades 3-5 54% Grades 6-8 Sense of Belonging 57% Grades 3-5 33% Grades 6-8 School Safety 47% Grades 3-5 65% Grades 6-8 School Climate 52% Grades 3-5 33% Grades 6-8 Engagement 47% Grades 3-5 16% Grades 6-8 Data Year: 2024-25 Data Source: Local Data-Panorama		80% Data Year: 2026-27 Data Source: Local Data	Did Not Meet Target **Grades 3–5:** Students in grades 3–5 report strong supportive relationships with teachers and staff (87%) and relatively positive perceptions of student-teacher relationships and belonging, though lower scores in school safety (47%) and engagement (47%) suggest areas for improvement. **Grades 6–8:** While students in grades 6–8 feel safer at school (65%), they report significantly lower levels of engagement (16%), self-efficacy (27%), and school climate (33%), indicating a need for targeted support in fostering belonging, motivation, and

						positive school experiences.

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. Field Trips were implemented, and students went to New York and the District of Columbia. Student Health was implemented, and screenings took place. School Supplies were implemented and provided needed supplies to students. Safe, Clean Facilities were implemented, and many updates were made especially to the playground. Positive School Climate and Culture was implemented with assemblies and attendance incentives. Attendance Support was implemented, and attendance has improved. Enrichment Activities and Advisory Curriculum were implemented, and many opportunities were provided to students. Middle School Culture was implemented, and it has improved; but substitutes covered vacant teacher positions. Dean of Culture was implemented, and many family workshops took place. School Counselor was implemented, and many classroom presentations took place.

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. The actions that were increased between the budgeted expenditures and estimated actual expenditures were: Positive School Climate and Culture due to needs for building the school community; Attendance Support due to need to increase positive daily attendance; Enrichment Activities and Advisory Curriculum due to the variety of offerings; and Middle School Culture due to activities planned by the student council.

The actions that were decreased between the budgeted expenditures and estimated actual expenditures were: Field Trips due to reduced cost of transportation; and Safe, Clean Facilities due to only few updates to the property.

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. Field Trips were effective, and students went to New York and the District of Columbia. Student Health was effective, and screenings took place. School Supplies were effective and provided needed supplies to students. Safe, Clean Facilities were effective, and many updates were made especially to the playground. Positive School Climate and Culture was effective with assemblies and attendance incentives. Attendance Support was effective, and attendance has improved. Enrichment Activities and Advisory Curriculum were effective, and many opportunities were provided to students. Middle School Culture was effective, and it has improved; but substitutes covered vacant teacher positions. Dean of Culture was effective, and many family workshops took place. School Counselor was effective, and many classroom presentations took place.

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.	$33,330	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.	$3,232	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.	$42,168	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.	$137,307	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.	$33,620	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.	$4,848	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.	$30,300	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.	$12,120	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.	$111,421	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.	$103,323	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 2023	Full Implementation Data Year: 2023-24 Data Source: Dashboard 2024		Full Implementation and Sustainability Data Year: 2025-26 Data Source: Dashboard 2026	Increased one level
3.2	English Learner Advisory Committee	4 Meetings per Year Data Year: 2023-24 Data Source: Local Data	2 Meetings per Year Data Year: 2024-25 Data Source: Local Data		4 Meetings per Year Data Year: 2026-27 Data Source: Local Data	Did Not Meet Target
3.3	Parent Survey	69% of parents/guardians responded favorably Data Year: 2023-24 Data Source: Local Data - Panorama	School Safety – 81% School Climate – 77% Data Year: 2024-25 Data Source: Local Data - Panorama		School Safety – 80% School Climate – 80% Data Year: 2026-27 Data Source: Local Data	School Safety – Met Target School Climate – Did Not Meet Target

3.4	Teacher/Staff Survey	Not Provided Data Year: 2023-24 Data Source: Local Data - Panorama	School Climate 72%-Staff 67%-Teachers Respectful Relationships 65%-Staff 67%-Teachers Positive Working Environment 74%-Staff 52%-Teachers Data Year: 2024-25 Data Source: Local Data - Panorama		School Climate 80%-Staff 80%-Teachers Respectful Relationships 80%-Staff 80%-Teachers Positive Working Environment 80%-Staff 80%-Teachers Data Year: 2026-27 Data Source: Local Data - Panorama	Did Not Meet Target Staff: Staff report strengths in school climate (72%) and a positive working environment (74%), though respectful relationships (65%) remain an area for continued focus. Teachers: Teachers note respectful relationships (67%) and school climate (67%) as relative strengths, but the significantly lower rating for a positive working environment (52%) highlights a key area of concern.
3.5	Parent Education Workshops	2 Meetings per Year Data Year: 2023-24 Data Source: Local Data	5 Meetings per Year Data Year: 2024-25 Data Source: Local Data		6 Meetings per Year Data Year: 2026-27 Data Source: Local Data	Making Progress

3.6	Project/Portfolio Presentations	11 per year Data Year: 2023-24 Data Source: Local Data	5 Meetings per Year Data Year: 2024-25 Data Source: Local Data		2 per year Data Year: 2026-27 Data Source: Local Data	Exceeded Target

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. Parent and Community Engagement and Advisory were implemented, and parents are beginning to take ownership. Parent Academy was implemented, and the School Counselor has been providing workshops. Parent Communication was implemented and increased parent engagement.

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.

There were no variances of 10% in Budgeted Expenditures and Estimated Actual Expenditures.

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. Parent and Community Engagement and Advisory were effective, and parents are beginning to take ownership. Parent Academy was effective, and the School Counselor has been providing workshops. Parent Communication was effective and increased parent engagement.

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.	$5,050	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.	$6,565	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.	$7,000	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for 2025-26

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$1,248,621	$142,733

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
32%	0%	$0	32%

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	Voices has reviewed ELA, Math, Science, and English Learner Proficiency data and is committed to improving student achievement for all students and significant subgroups. SBAC ELA performance declined significantly from Spring 2023 to Spring 2024 and remained in the "Low" performance level. 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%. SED students showed a DFS decline from -57.9 to -69.9, with a drop in proficiency from 28.95% to 26.62%. 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. SWD showed slight improvement in DFS from -108.1 to -107.3, but their proficiency dropped from 10.71% to 3.70%. SBAC Math results from Spring 2024 reflect a continued decline in academic performance compared to the prior year though remaining in the "Low" performance level. 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%. SED students improved slightly in proficiency (from 14.92% to 15.59%) despite a worsening DFS from -84.1 to -93.2. 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. LTELs had a DFS of -148.2, indicating extreme	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

	need. SWDs had a DFS decline from -137.3 to -143.7, with proficiency falling from 7.14% to 3.70%. From 2022–23 to 2023–24, CAST Science performance remained relatively consistent overall, with a slight increase from 11.25% to 11.29% of students meeting or exceeding standards. Hispanic students declined from 10.67% to 6.78%, while SED students showed a small improvement from 7.32% to 8.51%. ELs remained at 0% in both years.		

2.1, 2.3, 2.5, 2.9, 2.10	2024 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 School Attendance Rate is 91.42%. 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 "Medium" rating on the Dashboard. Hispanic students improved from 38.4% to 29.5%, and SED students declined from 38% to 32.1%. ELs showed progress, with rates dropping from 38.1% to 33.5%, while LTELs were reported at 31.4% in 2024. SWD also improved, decreasing from 31.3% to 26.1%. Suspension rates increased notably from 2022–23 to 2023–24, resulting in an "High" 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 ELs increased from 1.1% to 3.8%, with LTELs showing a particularly concerning rate of 13.5% in 2024. SED students rose from 0% to 3.4%, while SWD remained steady at 2% across both years.	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 school supplies needed 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	2024 CA Dashboard indicated that Voices students are underperforming in ELA, Math, and Science overall and by significant subgroups. 2024 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	In 2024, the ELPI was rated “Very Low,” with only 33.3% of ELs making progress toward English language proficiency, as reported on the 2024 California School Dashboard. This is significantly below the state average of 45.7%.	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.

Voices Flagship is a single school LEA with a greater than 55% unduplicated pupil population that will use the additional concentration grant add-on funding to increase the number of staff providing direct services to students through the following actions: 1.3 – Support for English Learners; 1.7 – Interventions for struggling students; 1.9 – Associates Teachers; 1.10 – Student Services Manager; 1.11 After School Program and Summer School/Intersession; 2.9 – Dean of Culture; and 2.10 - School Counselor to support students’ social emotional well-being schoolwide.

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

2025-26 Total Planned Expenditures Table

LCAP Year (Input)	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
2025-26	$ 3,868,092	$ 1,248,621	32.000%	0.000%	32.000%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$ 5,306,352	$ 1,766,296	$ 35,000	$ 334,774	$ 5,259,682.00	$ 4,113,591	$ 1,146,091

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1	Appropriately Staff School	All	No	Schoolwide	N/A	Voices	2025-26	$ 1,416,880	$ -	$ 1,416,880		$ -	$ -	$ 1,416,880	0.000%
1	2	Implementation of Core Curriculum	All	No	Schoolwide	N/A	Voices	2025-26		$ 40,706	$ 40,706		$ -		$ 40,706	0.000%
1	3	Support for English Learners	EL	Yes	Limited	English Learners	Voices	2025-26	$ 178,406	$ 15,513	$ 152,808		$ -	$ 41,111	$ 193,919	0.000%
1	4	Support for Students with Disabilities	SWD	No	Limited	N/A	Voices	2025-26	$ 538,987	$ 277,660	$ 514,488	$ 256,427	$ -	$ 45,732	$ 816,647	0.000%
1	5	Professional Development	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 94,106	$ 78,767	$ -		$ 15,339	$ 94,106	0.000%
1	6	Technology Infrastructure and Support	All	No	Schoolwide	N/A	Voices	2025-26		$ 47,167	$ 47,167	$ -	$ -		$ 47,167	0.000%
1	7	Intervention and Supplemental Materials	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 31,411	$ 31,411		$ -	$ -	$ 31,411	0.000%
1	8	Instructional Coach and Principal	All	No	Schoolwide	N/A	Voices	2025-26	$ 276,116	$ -	$ 276,116	$ -	$ -	$ -	$ 276,116	0.000%
1	9	Associate Teachers	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 488,406	$ -	$ 346,763		$ -	$ 141,643	$ 488,406	0.000%
1	10	Student Services Manager	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 109,827	$ -	$ 109,827		$ -	$ -	$ 109,827	0.000%
1	11	After School Program & Summer School/Intersession	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 110,329	$ 330,988	$ 83,850	$ 357,467			$ 441,317	0.000%
1	12	Network Support Infrastructure	All	No	Schoolwide	N/A	Voices	2025-26	$ 769,896	$ -	$ 769,896		$ -	$ -	$ 769,896	0.000%
2	1	Field Trips	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 33,330	$ 33,330				$ 33,330	0.000%
2	2	Student Health	All	No	Schoolwide	N/A	Voices	2025-26		$ 3,232	$ 3,232	$ -		$ -	$ 3,232	0.000%
2	3	School Supplies	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 42,168	$ 42,168				$ 42,168	0.000%
2	4	Safe, Clean Facilities	All	No	Schoolwide	N/A	Voices	2025-26		$ 137,307	$ 137,307	$ -	$ -	$ -	$ 137,307	0.000%
2	5	Positive School Climate and Culture	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 33,620	$ 33,620			$ -	$ 33,620	0.000%
2	6	Attendance Support	All	No	Schoolwide	N/A	Voices	2025-26	$ -	$ 4,848	$ 4,848	$ -		$ -	$ 4,848	0.000%
2	7	Enrichment Activities and Advisory Curriculum	All	No	Schoolwide	N/A	Voices	2025-26		$ 30,300	$ 30,300	$ -	$ -		$ 30,300	0.000%
2	8	Middle School Culture	All	No	Schoolwide	N/A	Voices	2025-26		$ 12,120	$ 12,120	$ -		$ -	$ 12,120	0.000%
2	9	Dean of Culture	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 114,421	$ -	$ 57,211	$ 57,210	$ -	$ -	$ 114,421	0.000%
2	10	School Counselor	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 103,323	$ -	$ 103,323		$ -	$ -	$ 103,323	0.000%
3	1	Parent and Community Engagement and Advisory	All	No	Schoolwide	N/A	Voices	2025-26		$ 5,050	$ 5,050	$ -		$ -	$ 5,050	0.000%
3	2	Parent Academy	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 6,565	$ 6,565	$ -		$ -	$ 6,565	0.000%
3	3	Parent Communication	All	No	Schoolwide	N/A	Voices	2025-26	$ 7,000	$ -	$ 7,000	$ -		$ -	$ 7,000	0.000%

2025-26 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
$ 3,868,092	$ 1,248,621	32.000%	0.000%	32.000%	$ 1,079,643	0.000%	27.912%	**Total:**	$ 1,079,643
								LEA-wide Total:	$ -
								Limited Total:	$ 152,808
								Schoolwide Total:	$ 926,835

Goal #	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1	Appropriately Staff School	No	Schoolwide		Voices	$ -	0.000%
1	2	Implementation of Core Curriculum	No	Schoolwide		Voices	$ -	0.000%
1	3	Support for English Learners	Yes	Limited	English Learners	Voices	$ 152,808	0.000%
1	4	Support for Students with Disabilities	No	Limited		Voices	$ -	0.000%
1	5	Professional Development	Yes	Schoolwide	All	Voices	$ 78,767	0.000%
1	6	Technology Infrastructure and Support	No	Schoolwide		Voices	$ -	0.000%
1	7	Intervention and Supplemental Materials	Yes	Schoolwide	All	Voices	$ 31,411	0.000%
1	8	Instructional Coach and Principal	No	Schoolwide		Voices	$ -	0.000%
1	9	Associate Teachers	Yes	Schoolwide	All	Voices	$ 346,763	0.000%
1	10	Student Services Manager	Yes	Schoolwide	All	Voices	$ 109,827	0.000%
1	11	After School Program & Summer School/In	Yes	Schoolwide	All	Voices	$ 83,850	0.000%
1	12	Network Support Infrastructure	No	Schoolwide		Voices	$ -	0.000%
2	1	Field Trips	Yes	Schoolwide	All	Voices	$ 33,330	0.000%
2	2	Student Health	No	Schoolwide		Voices	$ -	0.000%
2	3	School Supplies	Yes	Schoolwide	All	Voices	$ 42,168	0.000%
2	4	Safe, Clean Facilities	No	Schoolwide		Voices	$ -	0.000%
2	5	Positive School Climate and Culture	Yes	Schoolwide	All	Voices	$ 33,620	0.000%
2	6	Attendance Support	No	Schoolwide		Voices	$ -	0.000%
2	7	Enrichment Activities and Advisory Curricul	No	Schoolwide		Voices	$ -	0.000%
2	8	Middle School Culture	No	Schoolwide		Voices	$ -	0.000%
2	9	Dean of Culture	Yes	Schoolwide	All	Voices	$ 57,211	0.000%
2	10	School Counselor	Yes	Schoolwide	All	Voices	$ 103,323	0.000%
3	1	Parent and Community Engagement and A	No	Schoolwide		Voices	$ -	0.000%
3	2	Parent Academy	Yes	Schoolwide	All	Voices	$ 6,565	0.000%
3	3	Parent Communication	No	Schoolwide		Voices	$ -	0.000%

2024-25 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	$ 5,439,642.00	$ 5,201,764.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1	Appropriately Staff School	No	$ 1,276,571	$ 1,171,741
1	2	Implementation of Core Curriculum	No	$ 137,600	$ 241,100
1	3	Support for English Learners	Yes	$ 117,220	$ 188,746
1	4	Support for Students with Disabilities	No	$ 1,024,573	$ 1,139,987
1	5	Professional Development	Yes	$ 78,924	$ 45,000
1	6	Technology Infrastructure and Support	No	$ 41,100	$ 49,000
1	7	Intervention and Supplemental Materials	Yes	$ 14,500	$ 31,100
1	8	Instructional Coach and Principal	No	$ 264,332	$ 265,628
1	9	Associate Teachers	Yes	$ 571,615	$ 507,813
1	10	Student Services Manager	Yes	$ 104,620	$ 105,673
1	11	After School Program and Summer School	Yes	$ 618,035	$ 511,279
1	12	Network Support Infrastructure	No	$ 448,940	$ 426,041
2	1	Field Trips	Yes	$ 37,000	$ 33,000
2	2	Student Health	No	$ 3,200	$ 3,200
2	3	School Supplies	Yes	$ 40,000	$ 41,750
2	4	Safe, Clean Facilities	No	$ 373,633	$ 114,849
2	5	Positive School Climate and Culture	Yes	$ 10,500	$ 13,500
2	6	Attendance Support	No	$ 3,000	$ 4,900
2	7	Enrichment Activities and Advisory Curriculum	No	$ 20,000	$ 61,047
2	8	Middle School Culture	No	$ 5,000	$ 12,000
2	9	Dean of Culture	Yes	$ 108,992	$ 110,091
2	10	School Counselor	Yes	$ 114,387	$ 99,419
3	1	Parent and Community Engagement and Advisory	No	$ 5,000	$ 5,000

3	2	Parent Academy	Yes	$ 5,000	$ 5,000
3	3	Parent Communication	No	$ 15,900	$ 14,900

2024-25 Contributing Actions Annual Update Table

6. Estimated Actual LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Actual Percentage of Improved Services (%)	Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
$ 871,484	$ 1,062,276	$ 1,692,371	$ (630,095)	0.000%	0.000%	0.000% - No Difference

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1	Appropriately Staff School	No	$ -		0.000%	0.000%
1	2	Implementation of Core Curriculum	No	$ -		0.000%	0.000%
1	3	Support for English Learners	Yes	$ 92,342	$ 188,746	0.000%	0.000%
1	4	Support for Students with Disabilities	No	$ -		0.000%	0.000%
1	5	Professional Development	Yes	$ 66,079	$ 45,000	0.000%	0.000%
1	6	Technology Infrastructure and Support	No	$ -		0.000%	0.000%
1	7	Intervention and Supplemental Materials	Yes	$ 14,500	$ 31,100	0.000%	0.000%
1	8	Instructional Coach and Principal	No	$ -		0.000%	0.000%
1	9	Associate Teachers	Yes	$ 405,867	$ 507,813	0.000%	0.000%
1	10	Student Services Manager	Yes	$ 104,620	$ 105,673	0.000%	0.000%
1	11	After School Program and Summer School	Yes	$ 117,485	$ 511,279	0.000%	0.000%
1	12	Network Support Infrastructure	No	$ -		0.000%	0.000%
2	1	Field Trips	Yes	$ 37,000	$ 33,000	0.000%	0.000%
2	2	Student Health	No	$ -		0.000%	0.000%
2	3	School Supplies	Yes	$ 40,000	$ 41,750	0.000%	0.000%
2	4	Safe, Clean Facilities	No	$ -		0.000%	0.000%
2	5	Positive School Climate and Culture	Yes	$ 10,500	$ 13,500	0.000%	0.000%
2	6	Attendance Support	No	$ -		0.000%	0.000%
2	7	Enrichment Activities and Advisory Curriculum	No	$ -		0.000%	0.000%
2	8	Middle School Culture	No	$ -		0.000%	0.000%
2	9	Dean of Culture	Yes	$ 54,496	$ 110,091	0.000%	0.000%
2	10	School Counselor	Yes	$ 114,387	$ 99,419	0.000%	0.000%
3	1	Parent and Community Engagement and Advisory	No	$ -		0.000%	0.000%
3	2	Parent Academy	Yes	$ 5,000	$ 5,000	0.000%	0.000%
3	3	Parent Communication	No	$ -		0.000%	0.000%

2024-25 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
$ 3,189,284	$ 871,484	0.000%	27.325%	$ 1,692,371	0.000%	53.064%	$0.00 - No Carryover	0.00% - No Carryover

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 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

Approval of Amendment to the Voices Morgan Hill 2025-2026 Local Control and Accountability Plan (LCAP)

Section: III. Board Business: Discussion / Action Items
Item: B. Approval of Amendment to the Voices Morgan Hill 2025-2026 Local Control and Accountability Plan (LCAP)
Purpose: Vote
Submitted by:
Related Material: Voices Morgan Hill LCAP 2025.pdf

LCFF Budget Overview for Parents

LCFF Budget Overview for Parents Template

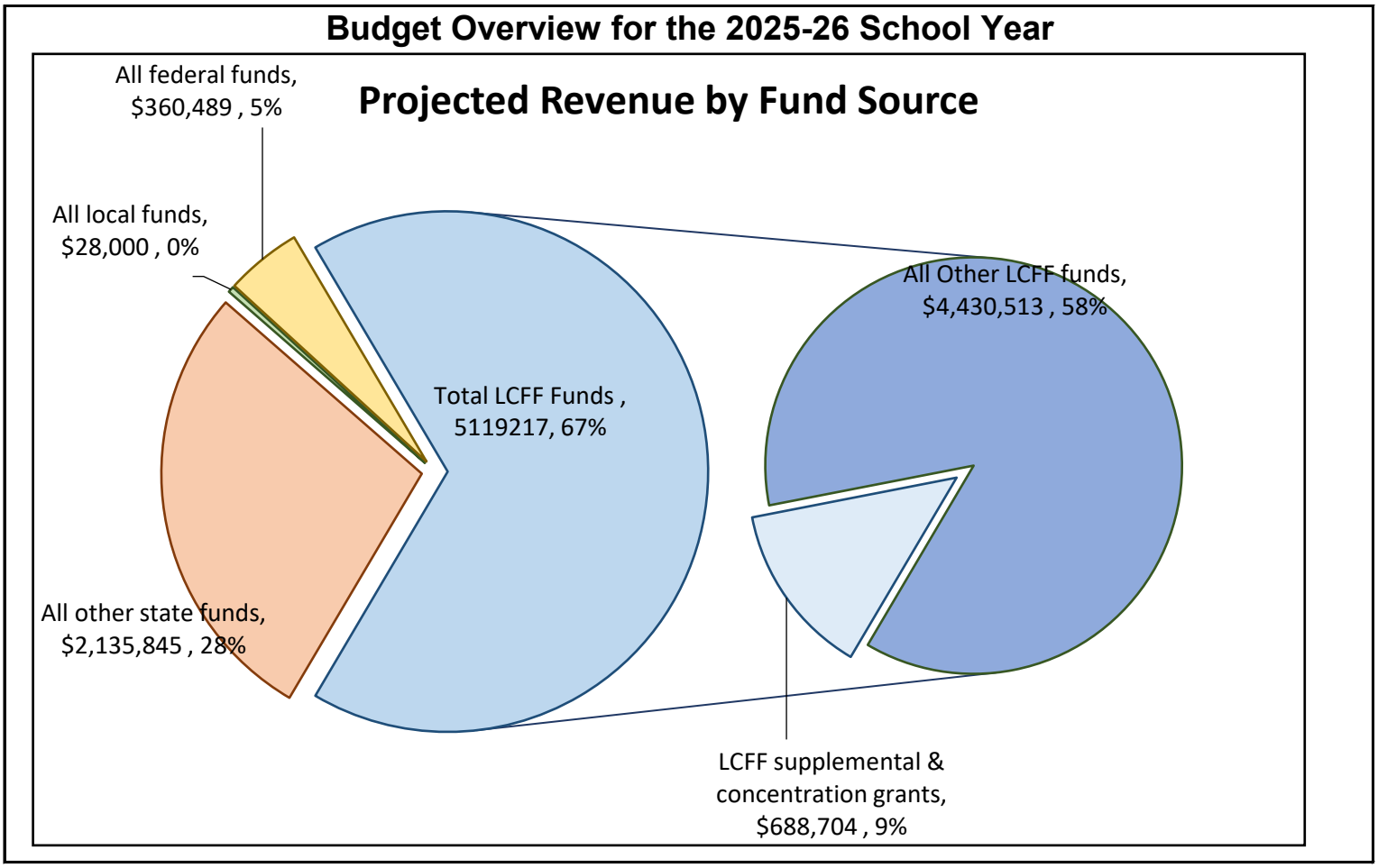
Local Educational Agency (LEA) Name: Voices College-Bound Language Academy at Morgan Hill

CDS Code: 43104390131748

School Year: 2025-26

LEA contact information: Vicky Lopez, Principal vlopez@voicescharterschool.com (408) 571-6404

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

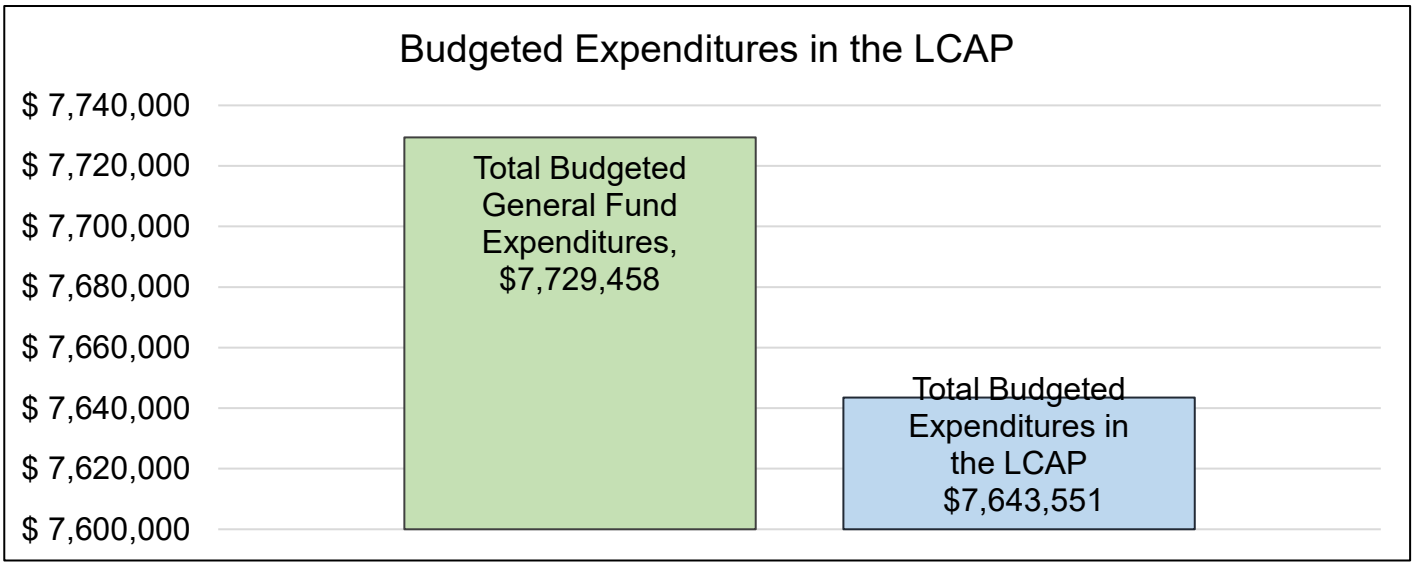


This chart shows the total general purpose revenue Voices College-Bound Language Academy at Morgan Hill expects to receive in the coming year from all sources.

LCFF Budget Overview for Parents

The text description for the above chart is as follows: The total revenue projected for Voices College-Bound Language Academy at Morgan Hill is $7,643,551.00, of which $5,119,217.00 is Local Control Funding Formula (LCFF), $2,135,845.00 is other state funds, $28,000.00 is local funds, and $360,489.00 is federal funds. Of the $5,119,217.00 in LCFF Funds, $688,704.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Voices College-Bound Language Academy at Morgan Hill plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Voices College-Bound Language Academy at Morgan Hill plans to spend $7,729,458.00 for the 2025-26 school year. Of that amount, $7,643,551.00 is tied to actions/services in the LCAP and $85,907.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

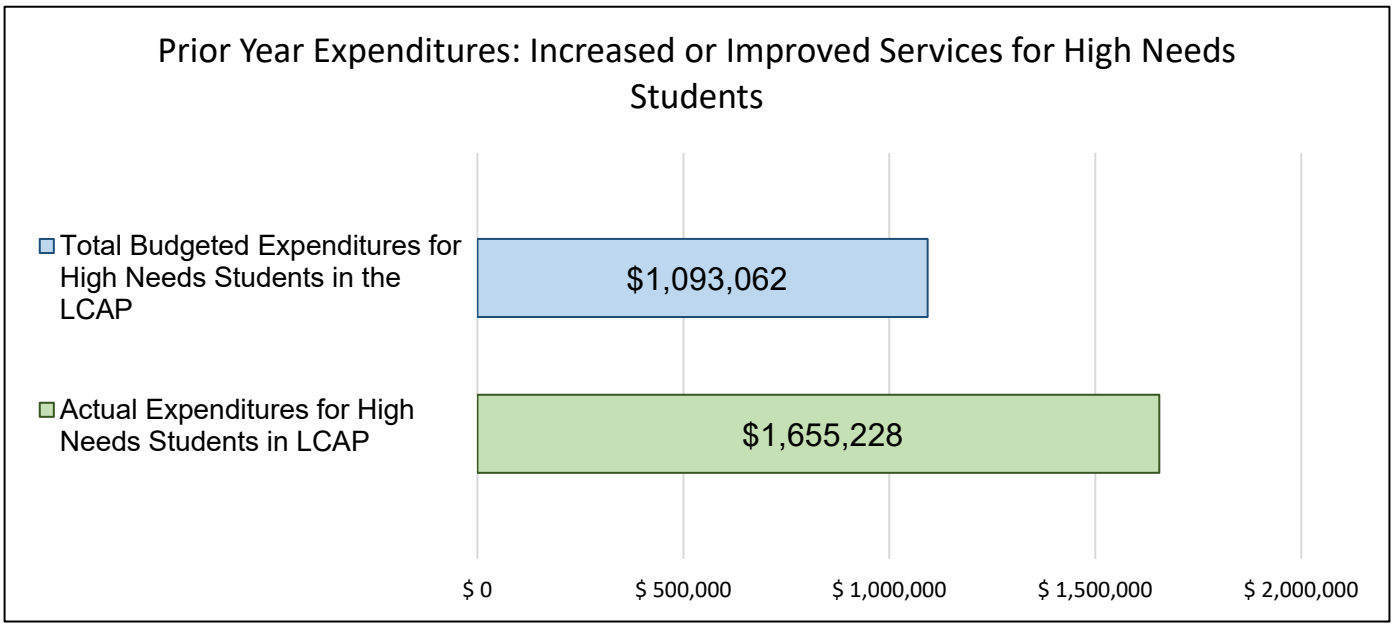
School nutrition, dues and memberships, equipment leases, district oversight fees, legal fees, debt services, business services, accounting fees, and some operational costs.

Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

LCFF Budget Overview for Parents

In 2025-26, Voices College-Bound Language Academy at Morgan Hill is projecting it will receive $688,704.00 based on the enrollment of foster youth, English learner, and low-income students. Voices College-Bound Language Academy at Morgan Hill must describe how it intends to increase or improve services for high needs students in the LCAP. Voices College-Bound Language Academy at Morgan Hill plans to spend $1,825,419.00 towards meeting this requirement, as described in the LCAP.

Update on Increased or Improved Services for High Needs Students in 2024-25



This chart compares what Voices College-Bound Language Academy at Morgan Hill budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Voices College-Bound Language Academy at Morgan Hill estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

LCFF Budget Overview for Parents

The text description of the above chart is as follows: In 2024-25, Voices College-Bound Language Academy at Morgan Hill's LCAP budgeted $1,093,062.00 for planned actions to increase or improve services for high needs students. Voices College-Bound Language Academy at Morgan Hill actually spent $1,655,228.00 for actions to increase or improve services for high needs students in 2024-25.

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 2024 reports that in 2023-24, Voices served 289 students with diverse needs and backgrounds: 76.5% socioeconomically disadvantaged ("SED") or low income ("LI") students; 63% of students were English Learners ("ELs"); 14.87% of English Learners were Redesignated Fluent English Proficient ("RFEP"); 8.1% of students with disabilities ("SWD"); 0% Foster Youth ("FY"); and, 1.7% Homeless Youth. As of the 2023-24 school year, enrollment by race and ethnicity at Voices was Hispanic/Latinx (96.5%), White (1%), Filipino (0.3%), Black/African American (0.7%), and Asian (1.4%). 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, the Charter School addresses specific actions and services for ELs, SED/LI students, and FY to provide equal access to a high-quality program.

Voices College-Bound Language Academy at Morgan Hill is not eligible to be an Equity Multiplier School.

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 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).

English Language Arts Performance

Increase ELA performance overall and for significant subgroups. SBAC ELA results declined from Spring 2023 to Spring 2024, with the overall performance level marked Low on the 2024 CA School Dashboard. In 2022–23, the overall DFS was -40.7, with 31.53% of students meeting or exceeding standards. By 2023–24, DFS declined to -55.5, and 29.17% met or exceeded standards. HISP declined from -41.8 DFS to -56.8, with proficiency decreasing from 31.49% to 28.57%. SED dropped from -39.8 to -56.1, with proficiency decreasing from 32.33% to 29.49%. 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. LTELs had a DFS of -92.9, with just 4.55% meeting standards. SWDs declined to -115.2 DFS, with proficiency dropping 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.

Math Performance

Increase Math performance overall and for significant subgroups. SBAC Math scores declined significantly from Spring 2023 to Spring 2024, resulting in an Low rating on the 2024 CA School Dashboard. In 2022–23, the overall DFS was -48.2, with 28.80% meeting standards. By 2023–24, DFS dropped to -71.5, with only 19.79% meeting standards. HISP declined from -48.9 to -71.6 DFS, with proficiency dropping from 28.73% to 19.58%. SED worsened from -52.4 to -74.8, with proficiency dropping from 28.03% to 18.71%. ELs declined from -68.1 to -87.2 DFS, with only 7.14% meeting standards in 2024, down from 11.11%. LTELs had a DFS of -115.1, with only 4.55% meeting standards. SWDs dropped to -158.6 DFS in 2024, with 0% meeting standards, down from 11.76% in 2023. These outcomes signal a pressing need for improved Math instruction and focused support for ELs, LTELs, and SWDs.

English Learner Progress Indicator

Increase ELPI for all ELs. ELPI declined slightly from 2022–23 to 2023–24 but remained near the state average. In 2022–23, 48.1% of ELs made progress toward proficiency per DataQuest ELPAC Summative results, with a Low rating. In 2023–24, 45.9% made progress, earning an

Low rating on the CA School Dashboard, near the state average of 45.7%. Continued high-quality designated and integrated ELD is essential to support ELs in meeting language goals.

Chronic Absenteeism Rate

Decrease chronic absenteeism and increase daily attendance overall and for significant subgroups. Chronic absenteeism improved from 2022–23 to 2023–24, earning a Medium rating on the 2024 CA School Dashboard. The overall rate dropped from 37.7% to 26.9%. HISP improved from 37.4% to 26.8%, and ELs declined from 40.1% to 29.4%. LTELs were reported at 36.1%. SED improved from 33% to 27.8%, and SWDs saw the largest reduction from 64.5% to 23.9%. Voices will continue to reduce chronic absenteeism through attendance incentives, recognition, enforcement of the Attendance Policy via calls, meetings, contracts, letters, and home visits, and prioritized systems for identifying and supporting chronically absent students, especially SWDs.

Suspension Rate

Suspension rates increased from 2022–23 to 2023–24, earning a Very Hight rating on the 2024 CA School Dashboard. The overall rate rose from 0.7% to 4.4%. HISP increased from 0.7% to 4.6%, ELs from 0.5% to 4.1%, and LTELs reached 13.5%. SED increased from 1% to 4.8%, and SWDs rose from 0% to 9.4%. These trends show an urgent need for stronger behavioral supports, restorative practices, and early intervention, particularly 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”), and Multi-Tiered System of Supports (“MTSS”).

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 has been classified in the Middle Performance Category for Charter Schools across the State by the CDE.

ESSA Assistance Status
Based on the 2023 and 2024 Dashboards, Voices is in Additional Targeted Support and Improvement (“ATSI”) for SWD. This is based on the chronic absenteeism rate for SWD which was “Very High” performance level for 2023 Dashboard and though there have been improvements in remains “High.” 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.

LCFF Charter School Assistance Status
Voices is in General Assistance based on the 2023 and 2024 California Dashboards similarly to all schools.

Current ELs met the criteria in Priority 4, Pupil Achievement, and Priority 6, School Climate for the overall performance level in ELA and Math Performance and the Suspension Rate. In ELA performance, 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. Current LTELs met the criteria in Priority 5, Pupil Engagement, and Priority 6, School Climate for Chronic Absenteeism Rate and the Suspension Rate. In Chronic Absenteeism, LTELs were reported at 36.1% in 2024. In Suspension, LTELs reached 13.5% suspended at least one day.

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 and 2024 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 2023 and 2024 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 2023 and 2024 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.

The feedback provided by educational partners indicated a need to continue with the Goals, Metrics, and Actions. Specific focus on increasing ELA and Math Performance and English Learner Progress, and reducing Chronic Absenteeism Rate and Suspension Rate.

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. SBAC ELA results declined from Spring 2023 to Spring 2024, with the overall performance level marked Low on the 2024 CA School Dashboard. In 2022–23, the overall DFS was -40.7, with 31.53% of students meeting or exceeding standards. By 2023–24, DFS declined to -55.5, and 29.17% met or exceeded standards. HISP declined from -41.8 DFS to -56.8, with proficiency decreasing from 31.49% to 28.57%. SED dropped from -39.8 to -56.1, with proficiency decreasing from 32.33% to 29.49%. 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. LTELs had a DFS of -92.9, with just 4.55% meeting standards. SWDs declined to -115.2 DFS, with proficiency dropping from 23.53% to 15.79%.

SBAC Math scores declined significantly from Spring 2023 to Spring 2024, resulting in an Low rating on the 2024 CA School Dashboard. In 2022–23, the overall DFS was -48.2, with 28.80% meeting standards. By 2023–24, DFS dropped to -71.5, with only 19.79% meeting standards. HISP declined from -48.9 to -71.6 DFS, with proficiency dropping from 28.73% to 19.58%. SED worsened from -52.4 to -74.8, with proficiency dropping from 28.03% to 18.71%. ELs declined from -68.1 to -87.2 DFS, with only 7.14% meeting standards in 2024, down from 11.11%. LTELs had a DFS of -115.1, with only 4.55% meeting standards. SWDs dropped to -158.6 DFS in 2024, with 0% meeting standards, down from 11.76% in 2023. of "Low."

Overall, CAST Science scores increased from 18.0% to 21.2% for All Students. ELs declined from 4.2% to 0.0%, with a drop in the intermediate range as well. SED improved significantly from 16.7% to 24.4%. HISP showed a slight decline from 18.4% to 20.0%.

ELPI declined slightly from 2022–23 to 2023–24 but remained near the state average. In 2022–23, 48.1% of ELs made progress toward proficiency per DataQuest ELPAC Summative results, with a Low rating. In 2023–24, 45.9% made progress, earning an Low rating on the CA School Dashboard, near the state average of 45.7%.

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	FTE **Declined by 5.3** Clear **Declined 13.0%** Out-of-Field **No Change** Intern **Increased by 3.5%** Ineffective **Increased 9.6%** Incomplete **No Change** Unknown **No Change**
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 2023	Full Implementation Data Year: 2023-24 Data Source: Dashboard 2023		Full Implementation & Sustainability Data Year: 2025-26 Data Source: Dashboard 2026	On Track

1.4	SBAC ELA	2022-23 ELA Distance from Standard **Medium** 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	2023-24 ELA Distance from Standard **Low** 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	Did Not Meet Annual Target of 20 points each year 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** Did Not Meet Annual Target of 5% each year 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 **Medium** 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	2023-24 Math Distance from Standard **Low** 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	Did Not Meet Annual Target of 20 points each year DFS: 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** Did Not Meet Annual Target of 5% each year Meets and Exceeds: 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	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	Exceeded Annual Target of 5% each year 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 15% Proficient MAP Data Year: 2023-24 Data Source: Local Assessment Data	No Data on Growth 49.7% Proficient MAP in Fall 2024 30% Proficient IXL in March 2025 Data Year: 2024-25 Data Source: Local Assessment Data		-0.2 Conditional Growth Index (CGI) 50% of students Proficient 50% of students met growth target Data Year: 2026-27 Data Source: Local Assessment Data	On Track to Meet Target **0.3% Decline**
1.8	SLA Local Assessment – STAR Reading in Spanish	Not Administered Data Year: 2023-24 Data Source: Local Assessment Data	35% Proficient STAR SLA Data Year: 2024-25 Data Source: Local Assessment Data		SGP 50 - Growth 50% of students Proficient STAR SLA Data Year: 2026-27 Data Source: Local Assessment Data	**Unable to Determine**

1.9	Math Local Assessment –MAP	66% of students met growth target 19% Proficient MAP Data Year: 2023-24 Data Source: Local Assessment Data	No Data on Growth 56% Proficient MAP in Fall 2024 26% Proficient IXL in March 2025 Data Year: 2024-25 Data Source: Local Assessment Data		-0.2 Conditional Growth Index (CGI) 50% of students Proficient 50% of students met growth target Data Year: 2026-27 Data Source: Local Assessment Data	Met Annual Target **37% Increase on Math MAP**
1.10	EL students making progress toward English Proficiency	ELPI is **"Low"** for 2023 ELPI is 48.1% Data Year: 2022-23 Data Source: Dashboard 2023	ELPI is **"Low"** for 2024 ELPI is 45.9% 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	Did Not Meet Annual Target **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	Unable to Determine

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. The Charter School was fully staffed, and the action was implemented. The Core Curriculum was implemented, and there is better implementation of an SLA curriculum and trainings on curriculum. Support for English Learners was implemented and provided growth especially for Newcomers. Support for Students with Disabilities was implemented and was fully staffed and supported by the Student Services Manager. Professional Development was partially implemented, but many of the topics still need to be addressed. Technology Infrastructure and Support was implemented, and students and teachers were supported with computer carts. Intervention and Supplemental Materials were implemented and we think IXL is improving. Instructional Coach and Principal was implemented and provided support to teachers. Associate Teachers were implemented and provided direct services to students. Student Services Manager was implemented and organized supports for students. After School Program and Summer School/Intersession was implemented and ensured additional support and access to students. Network Support Infrastructure was implemented and was successful in restructuring policies and procedures. Library, Computer Lab, and Resource Room was partially implemented and there is now a resource room.

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. The actions that were increased between the budgeted expenditures and estimated actual expenditures were: Implementation of Core Curriculum due to the purchase of new curriculum; Support for English Learners due to the purchase of new curriculum; Intervention and Supplemental Materials due to IXL and cost of staffing for intervention; and Associate Teachers due to the needs of the students.

The actions that were decreased between the budgeted expenditures and estimated actual expenditures were: Support for English Learners due to trainings not offered. Support for Students with Disabilities due to the reduction of services as per a few student's IEPs. Professional Development due to reduced scheduled trainings offered; and School Health due to the needs of the students.

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. The Charter School was fully staffed, and the action was effective. The Core Curriculum was effective, and there is better implementation of an SLA curriculum and training on curriculum. Support for English Learners was effective and provided growth especially for Newcomers. Support for Students with Disabilities was effective and was fully staffed and supported by the Student Services Manager. Professional Development was partially effective, but many of the topics still need to be addressed. Technology Infrastructure and Support was effective, and students and teachers were supported with computer carts. Intervention and Supplemental Materials were effective, and we think IXL is improving achievement. Instructional Coach and Principal was effective and provided support to teachers. Associate Teachers were effective and provided direct services to students. Student Services Manager was effective and organized supports for students. After School Program and Summer School/Intersession was effective and ensured additional support and access to students. Network Support Infrastructure was effective and was successful in restructuring policies and procedures. Library, Computer Lab, and Resource Room were partially effective and there is now a resource room.

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. One action was discontinued: 1.13 Library, Computer Lab, and Resource Room was discontinued, but the Charter School now has computer carts and a resource room.

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.	[$1,370,393]	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.	[$101,814]	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.	[$97,915]	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.	[$549,335]	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: • Understanding of Charter, Mission, Vision, and Core Values	[$91,604]	Yes

		• 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.	[$98,052]	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, IXL, 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 (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.	[$49,367]	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.	[$290,970]	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.	[$542,079] 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.	[$121,766]	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.	[$651,941]	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.	[$809,796]	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 92.54%. Chronic absenteeism improved from 2022–23 to 2023–24, earning a Medium rating on the 2024 CA School Dashboard. The overall rate dropped from 37.7% to 26.9%. HISP improved from 37.4% to 26.8%, and ELs declined from 40.1% to 29.4%. LTELs were reported at 36.1%. SED improved from 33% to 27.8%, and SWDs saw the largest reduction from 64.5% to 23.9%.

Suspension rates increased from 2022–23 to 2023–24, earning a Very High rating on the 2024 CA School Dashboard. The overall rate rose from 0.7% to 4.4%. HISP increased from 0.7% to 4.6%, ELs from 0.5% to 4.1%, and LTELs reached 13.5%. SED increased from 1% to 4.8%, and SWDs rose from 0% to 9.4%.

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	Exceeded Target
2.2	Attendance Rate	92.12% Data Year: 2023-24 Data Source: P-2 Report	92.54%. Data Year: 2024-25 Data Source: P-2 Report		96% Data Year: 2026-27 Data Source: P-2 Report	Did Not Meet Annual Target **Increased 0.42%**
2.3	Chronic Absenteeism Rate	**Medium** All: 37.7% HISP: 37.4% EL: 40.1% SED: 33% SWD: 64.5% Data Year: 2022-23 Data Source: Dashboard 2023	**Medium** All: 26.9% 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	Met Annual Target 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	**Low** All: 0.7% HISP: 0.7% EL: 0.5% SED: 1% SWD: 0% Data Year: 2022-23 Data Source: Dashboard Fall 2023 Suspension Rate	**Very High** All: 4.4% 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	Did Not Meet Target 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 Provided Data Year: 2023-24 Data Source: Local Data	Supportive Relationships 89% Grades 3-5 85% Grades 6-8 Positive Feelings about School 55% Grades 3-5 47% Grades 6-8 Student/Teacher Relationships 67% Grades 3-5 69% Grades 6-8 Sense of Belonging 60% Grades 3-5 38% Grades 6-8 School Safety 50% Grades 3-5 60% Grades 6-8 Data Year: 2024-25 Data Source: Local Data-Panorama		80% Data Year: 2026-27 Data Source: Local Data	On Track Grades 3–5 showed strengths in Supportive Relationships (89%) and Student/Teacher Relationships (67%), but lower ratings in School Safety (50%) and Positive Feelings about School (55%) indicate areas for improvement. Grades 6–8 demonstrated strengths in Student/Teacher Relationships (69%) and School Safety (60%), while lower outcomes in Sense of Belonging (38%) and Positive Feelings about School (47%) suggest a need for targeted supports to build connectedness.

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. Field Trips were implemented, and students had access to experiences that enrichen their lives. Student Health was implemented, and screenings took place. School Supplies were implemented and provided needed supplies to students. Safe, Clean Facilities were implemented, and developed a nice learning environment. Positive School Climate and Culture was implemented and there is more that needs to be done. Attendance Support was implemented, and attendance has improved. Enrichment Activities and Advisory Curriculum were implemented, and many opportunities including Folklorico, Art, and Zumba were provided to students. Middle School Culture was partially implemented, but there were no dances or music at lunch and more focus will take place on clubs. Dean of Culture was implemented, and many family workshops took place. School Counselor was implemented, and teachers also benefited.

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. The actions that were increased between the budgeted expenditures and estimated actual expenditures were: Field Trips due to initial low budgeted amount for each student to attend two field trips; School Supplies due to supporting the needs of the students; Enrichment Activities and Advisory Curriculum due to the variety of offerings; and Dean of Culture due to the position being fully staffed this year.

The actions that were decreased between the budgeted expenditures and estimated actual expenditures were: Positive School Climate and Culture due to the over budgeted amount and Attendance Support due to need to increase positive daily attendance.

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. Field Trips were effective, and students had access to experiences that enrichen their lives. Student Health was effective, and screenings took place. School Supplies were effective and provided needed supplies to students. Safe, Clean Facilities were effective, and developed a nice learning environment. Positive School Climate and Culture was effective and there is more that needs to be done. Attendance Support was effective, and attendance has improved. Enrichment Activities and Advisory Curriculum were effective, and many opportunities including Folklorico, Art, and Zumba were provided to students. Middle School Culture was partially effective, but there were no dances or music at lunch and more focus will take place on clubs. Dean of Culture was effective, and many family workshops took place. School Counselor was effective, and teachers also benefited.

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.	[$28,000]	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.	[$3,151]	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.	[$57,138]	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.	[$143,928]	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.	[$11,866]	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.	[$4,040]	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.	[$34,340]	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.	[$12,876]	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.	[$107,762]	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.	[$102,019]	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 2023	Initial Implementation Data Year: 2023-24 Data Source: Dashboard 2024		Full Implementation and Sustainability Data Year: 2025-26 Data Source: Dashboard 2026	On Track
3.2	English Learner Advisory Committee	4 Meetings per Year Data Year: 2023-24 Data Source: Local Data	2 Meetings per Year Data Year: 2024-25 Data Source: Local Data		4 Meetings per Year Data Year: 2026-27 Data Source: Local Data	Did Not Meet Target
3.3	Parent Survey	69% of parents/guardians responded favorably Data Year: 2023-24 Data Source: Local Data - Panorama	School Safety – 78% School Climate – 77% Data Year: 2024-25 Data Source: Local Data - Panorama		School Safety – 80% School Climate – 80% Data Year: 2026-27 Data Source: Local Data - Panorama	On Track

3.4	Teacher/Staff Survey	Not Provided Data Year: 2023-24 Data Source: Local Data - Panorama	School Climate 85%-Staff 85%-Teachers Respectful Relationships 92%-Staff 93%-Teachers Positive Working Environment 58%-Staff 86%-Teachers Data Year: 2024-25 Data Source: Local Data - Panorama		School Climate 80%-Staff 80%-Teachers Respectful Relationships 80%-Staff 80%-Teachers Positive Working Environment 80%-Staff 80%-Teachers Data Year: 2026-27 Data Source: Local Data - Panorama	Met Target Strengths included high ratings in Respectful Relationships (92% Staff, 93% Teachers) and overall School Climate (85%), while the lower Staff rating for Positive Working Environment (58%) indicated a notable area for improvement.
3.5	Parent Education Workshops	3 Meetings per Year Data Year: 2023-24 Data Source: Local Data	1 Meeting per Year Data Year: 2024-25 Data Source: Local Data		6 Meetings per Year Data Year: 2026-27 Data Source: Local Data	Did Not Meet Target
3.6	Project/Portfolio Presentations	6 Meetings per Year Data Year: 2023-24 Data Source: Local Data	1 Meeting per Year Data Year: 2024-25 Data Source: Local Data		2 per year Data Year: 2026-27 Data Source: Local Data	Did Not Meet Target

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. Parent and Community Engagement and Advisory were implemented, and more focus on literacy and math nights. Parent Academy was implemented but the Charter School wants to do more workshops. Parent Communication was implemented and increased parent engagement.

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. The actions that were increased between the budgeted expenditures and estimated actual expenditures was Parent Communication due to the increased cost of communication platforms.

The actions that were decreased between the budgeted expenditures and estimated actual expenditures were: Parent and Community Engagement and Advisory due to meeting the needs of families at a lesser cost and Parent Academy due to fewer workshops being offered.

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. Parent and Community Engagement and Advisory were effective, and more focus on literacy and math nights. Parent Academy was effective, but the Charter School wants to do more workshops. Parent Communication was effective and increased parent engagement.

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.	[$3,030]	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.	[$5,030]	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.	[$5,757]	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for 2025-26

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$688,704	$0

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
16%	0%	$0	16%

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	2024 CA Dashboard indicated that Voices students are underperforming in ELA, Math, and Science overall and by significant subgroups. SBAC ELA results declined from Spring 2023 to Spring 2024, with the overall performance level marked Low on the 2024 CA School Dashboard. In 2022–23, the overall DFS was -40.7, with 31.53% of students meeting or exceeding standards. By 2023–24, DFS declined to -55.5, and 29.17% met or exceeded standards. HISP declined from -41.8 DFS to -56.8, with proficiency decreasing from 31.49% to 28.57%. SED dropped from -39.8 to -56.1, with proficiency decreasing from 32.33% to 29.49%. 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. LTELs had a DFS of -92.9, with just 4.55% meeting standards. SWDs declined to -115.2 DFS, with proficiency dropping from 23.53% to 15.79%. SBAC Math scores declined significantly from Spring 2023 to Spring 2024, resulting in an Low rating on the 2024 CA School Dashboard. In 2022–23, the overall DFS was -48.2, with 28.80% meeting standards. By 2023–24, DFS dropped to -71.5, with only 19.79% meeting standards. HISP declined from -48.9 to -71.6 DFS, with proficiency dropping from 28.73% to 19.58%. SED worsened from -52.4 to -74.8, with proficiency dropping from 28.03% to 18.71%. ELs declined from -68.1 to -87.2 DFS, with only 7.14% meeting standards in 2024, down from 11.11%. LTELs had a DFS of -115.1, with only 4.55% meeting standards. SWDs dropped to -158.6 DFS in 2024, with 0% meeting standards, down from 11.76% in 2023. of “Low.”	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

	Overall, CAST Science scores increased from 18.0% to 21.2% for All Students. ELs declined from 4.2% to 0.0%, with a drop in the intermediate range as well. SED improved significantly from 16.7% to 24.4%. HISP showed a slight decline from 18.4% to 20.0%.		
2.1, 2.3, 2.5, 2.9, 2.10	2024 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 School Attendance Rate is 92.54%. Chronic absenteeism improved from 2022–23 to 2023–24, earning a Medium rating on the 2024 CA School Dashboard. The overall rate dropped from 37.7% to 26.9%. HISP improved from 37.4% to 26.8%, and ELs declined from 40.1% to 29.4%. LTELs were reported at 36.1%. SED improved from 33% to 27.8%, and SWDs saw the largest reduction from 64.5% to 23.9%. Suspension rates increased from 2022–23 to 2023–24, earning a Very High rating on the 2024 CA School Dashboard. The overall rate rose from 0.7% to 4.4%. HISP increased from 0.7% to 4.6%, ELs from 0.5% to 4.1%, and LTELs reached 13.5%. SED increased from 1% to 4.8%, and SWDs rose from 0% to 9.4%.	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	2024 CA Dashboard indicated that Voices students are underperforming in ELA and Math overall and by significant subgroups. 2024 CA Dashboard indicated that Voices is improving in chronic absenteeism but not in suspension rates. 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. ELPI declined slightly from 2022–23 to 2023–24 but remained near the state average. In 2022–23, 48.1% of ELs made progress toward proficiency per DataQuest ELPAC Summative results, with a Low rating. In 2023–24, 45.9% made progress, earning an Low rating on the CA School Dashboard, near the state average of 45.7%. 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.

Voices is a single school LEA with a greater than 55% unduplicated pupil population that will use the additional concentration grant add-on funding to increase the number of staff providing direct services to students through the following actions: 1.3 – Support for English Learners; 1.7 – Interventions for struggling students; 1.9 – Associates Teachers; 1.10 – Student Services Manager; 1.11 After School Program and Summer School/Intersession; 2.9 – Dean of Culture; and 2.10 - School Counselor to support students' social emotional well-being schoolwide.

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

2025-26 Total Planned Expenditures Table

LCAP Year (Input)	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
2025-26	$ 4,232,446	$ 688,704	16.000%	0.000%	16.000%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$ 5,119,217	$ 2,135,845	$ 28,000	$ 360,489	$ 7,643,551.00	$ 3,867,171	$ 1,465,178

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1	Appropriately Staff School	All	No	Schoolwide	N/A	Voices	2025-26	$ 1,370,393	$ -	$ 1,370,393		$ -	$ -	$ 1,370,393	0.000%
1	2	Implementation of Core Curriculum	All	No	Schoolwide	N/A	Voices	2025-26		$ 101,814	$ 101,814		$ -	$ -	$ 101,814	0.000%
1	3	Support for English Learners	EL	Yes	Limited	English Learners	Voices	2025-26	$ 84,562	$ 13,353	$ -	$ 77,353	$ -	$ 20,562	$ 97,915	0.000%
1	4	Support for Students with Disabilities	SWD	No	Limited	N/A	Voices	2025-26	$ 340,588	$ 208,747	$ 277,964	$ 230,721	$ -	$ 40,650	$ 549,335	0.000%
1	5	Professional Development	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 91,604	$ 81,250		$ -	$ 10,354	$ 91,604	0.000%
1	6	Technology Infrastructure and Support	All	No	Schoolwide	N/A	Voices	2025-26	$ 16,081	$ 81,971	$ 98,052		$ -	$ -	$ 98,052	0.000%
1	7	Intervention and Supplemental Materials	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 49,367	$ 49,367		$ -	$ -	$ 49,367	0.000%
1	8	Instructional Coach and Principal	All	No	Schoolwide	N/A	Voices	2025-26	$ 290,970	$ -	$ 290,970		$ -	$ -	$ 290,970	0.000%
1	9	Associate Teachers	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 542,079	$ -	$ 287,302			$ 254,777	$ 542,079	0.000%
1	10	Student Services Manager	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 121,766	$ -	$ 121,766		$ -	$ -	$ 121,766	0.000%
1	11	After School Program and Summer School	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 71,714	$ 580,227	$ 26,078	$ 625,863			$ 651,941	0.000%
1	12	Network Support Infrastructure	All	No	Schoolwide	N/A	Voices	2025-26	$ 809,796	$ -	$ 809,796		$ -	$ -	$ 809,796	0.000%
1	13	Library, Computer Lab, and Resource Room	All	No	Schoolwide	N/A	Voices	2025-26	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.000%
2	1	Field Trips	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 28,000	$ 28,000	$ -			$ 28,000	0.000%
2	2	Student Health	All	No	Schoolwide	N/A	Voices	2025-26		$ 3,151	$ 3,151	$ -		$ -	$ 3,151	0.000%
2	3	School Supplies	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 57,138	$ 57,138		$ -	$ -	$ 57,138	0.000%
2	4	Safe, Clean Facilities	All	No	Schoolwide	N/A	Voices	2025-26	$ 5,757	$ 138,171	$ 80,600	$ 63,328			$ 143,928	0.000%
2	5	Positive School Climate and Culture	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 11,866	$ 11,866	$ -	$ -		$ 11,866	0.000%
2	6	Attendance Support	All	No	Schoolwide	N/A	Voices	2025-26		$ 8,080	$ 4,040	$ -	$ 4,040	$ -	$ 8,080	0.000%
2	7	Enrichment Activities and Advisory Curriculum	All	No	Schoolwide	N/A	Voices	2025-26		$ 68,680	$ 34,340	$ -	$ 19,340	$ 15,000	$ 68,680	0.000%
2	8	Middle School Culture	All	No	Schoolwide	N/A	Voices	2025-26		$ 12,876	$ 12,876	$ -			$ 12,876	0.000%
2	9	Dean of Culture	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 107,762	$ -	$ 53,881	$ 53,881	$ -	$ -	$ 107,762	0.000%
2	10	School Counselor	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 102,019	$ -	$ 51,009	$ 51,010	$ -	$ -	$ 102,019	0.000%
3	1	Parent and Community Engagement and Advisory	All	No	Schoolwide	N/A	Voices	2025-26		$ 3,030	$ 3,030	$ -		$ -	$ 3,030	0.000%
3	2	Parent Academy	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 5,030	$ 5,030	$ -		$ -	$ 5,030	0.000%
3	3	Parent Communication	All	No	Schoolwide	N/A	Voices	2025-26	$ 3,684	$ 2,073	$ 5,757	$ -		$ -	$ 5,757	0.000%

2025-26 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
$ 4,232,446	$ 688,704	16.000%	0.000%	16.000%	$ 1,825,419	0.000%	43.129%	**Total:**	$ 1,825,419
								LEA-wide Total:	$ -
								Limited Total:	$ 97,915
								Schoolwide Total:	$ 1,727,504

Goal #	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1	Appropriately Staff School	No	Schoolwide		Voices	$ -	0.000%
1	2	Implementation of Core Curriculum	No	Schoolwide		Voices	$ -	0.000%
1	3	Support for English Learners	Yes	Limited	English Learners	Voices	$ 97,915	0.000%
1	4	Support for Students with Disabilities	No	Limited		Voices	$ -	0.000%
1	5	Professional Development	Yes	Schoolwide	All	Voices	$ 91,604	0.000%
1	6	Technology Infrastructure and Support	No	Schoolwide		Voices	$ -	0.000%
1	7	Intervention and Supplemental Materials	Yes	Schoolwide	All	Voices	$ 49,367	0.000%
1	8	Instructional Coach and Principal	No	Schoolwide		Voices	$ -	0.000%
1	9	Associate Teachers	Yes	Schoolwide	All	Voices	$ 542,079	0.000%
1	10	Student Services Manager	Yes	Schoolwide	All	Voices	$ 121,766	0.000%
1	11	After School Program and Summer School	Yes	Schoolwide	All	Voices	$ 651,941	0.000%
1	12	Network Support Infrastructure	No	Schoolwide		Voices	$ -	0.000%
2	1	Field Trips	Yes	Schoolwide	All	Voices	$ -	0.000%
2	2	Student Health	No	Schoolwide		Voices	$ -	0.000%
2	3	School Supplies	Yes	Schoolwide	All	Voices	$ 3,151	0.000%
2	4	Safe, Clean Facilities	No	Schoolwide		Voices	$ -	0.000%
2	5	Positive School Climate and Culture	Yes	Schoolwide	All	Voices	$ 143,928	0.000%
2	6	Attendance Support	No	Schoolwide		Voices	$ -	0.000%
2	7	Enrichment Activities and Advisory Curricul	No	Schoolwide		Voices	$ -	0.000%
2	8	Middle School Culture	No	Schoolwide		Voices	$ -	0.000%
2	9	Dean of Culture	Yes	Schoolwide	All	Voices	$ 12,876	0.000%
2	10	School Counselor	Yes	Schoolwide	All	Voices	$ 107,762	0.000%
3	1	Parent and Community Engagement and A	No	Schoolwide		Voices	$ -	0.000%
3	2	Parent Academy	Yes	Schoolwide	All	Voices	$ 3,030	0.000%
3	3	Parent Communication	No	Schoolwide		Voices	$ -	0.000%

2024-25 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	$ 5,438,564.00	$ 4,666,876.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1	Appropriately Staff School	$ 1,202,246	$ 1,198,589
1	2	Implementation of Core Curriculum	$ 62,830	$ 129,280
1	3	Support for English Learners	$ 104,004	$ 94,291
1	4	Support for Students with Disabilities	$ 733,261	$ 681,423
1	5	Professional Development	$ 60,500	$ 62,700
1	6	Technology Infrastructure and Support	$ 113,670	$ 109,380
1	7	Intervention and Supplemental Materials	$ 23,980	$ 61,380
1	8	Instructional Coach and Principal	$ 277,304	$ 280,124
1	9	Associate Teachers	$ 319,178	$ 364,052
1	10	Student Services Manager	$ 117,153	$ 117,153
1	11	After School Program and Summer School	$ 676,698	$ 647,788
1	12	Network Support Infrastructure	$ 438,613	$ 455,512
2	1	Field Trips	$ 2,000	$ 28,000
2	2	Student Health	$ 28,000	$ 4,140
2	3	School Supplies	$ 3,120	$ 43,250
2	4	Safe, Clean Facilities	$ 43,500	$ 45,000
2	5	Positive School Climate and Culture	$ 984,134	$ 31,749

2	6	Attendance Support	$	10,500	$	4,000
2	7	Enrichment Activities and Advisory Curriculum	$	3,000	$	43,000
2	8	Middle School Culture	$	20,000	$	21,500
2	9	Dean of Culture	$	5,000	$	103,700
2	10	School Counselor	$	102,682	$	98,165
3	1	Parent and Community Engagement and Advisory	$	97,191	$	34,000
3	2	Parent Academy	$	5,000	$	3,000
3	3	Parent Communication	$	5,000	$	5,700

2024-25 Contributing Actions Annual Update Table

6. Estimated Actual LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Actual Percentage of Improved Services (%)	Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
$ 539,819	$ 1,093,062	$ 1,655,228.00	$ (562,166)	0.000%	0.000%	0.000% - No Difference

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1	Appropriately Staff School	No	$ -	$ -	0.000%	0.000%
1	2	Implementation of Core Curriculum	No	$ -	$ -	0.000%	0.000%
1	3	Support for English Learners	Yes	$ 82,578	$ 94,291	0.000%	0.000%
1	4	Support for Students with Disabilities	No	$ -	$ -	0.000%	0.000%
1	5	Professional Development	Yes	$ 49,862	$ 62,700	0.000%	0.000%
1	6	Technology Infrastructure and Support	No	$ -	$ -	0.000%	0.000%
1	7	Intervention and Supplemental Materials	Yes	$ 23,980	$ 61,380	0.000%	0.000%
1	8	Instructional Coach and Principal	No	$ -	$ -	0.000%	0.000%
1	9	Associate Teachers	Yes	$ 170,620	$ 364,052	0.000%	0.000%
1	10	Student Services Manager	Yes	$ 117,153	$ 117,153	0.000%	0.000%
1	11	After School Program and Summer School	Yes	$ 29,614	$ 647,788	0.000%	0.000%
1	12	Network Support Infrastructure	No	$ -	$ -	0.000%	0.000%
2	1	Field Trips	Yes	$ 2,000	$ 28,000	0.000%	0.000%
2	2	Student Health	No	$ -	$ -	0.000%	0.000%
2	3	School Supplies	Yes	$ 3,120	$ 43,250	0.000%	0.000%
2	4	Safe, Clean Facilities	No	$ -	$ -	0.000%	0.000%
2	5	Positive School Climate and Culture	Yes	$ 552,794	$ 31,749	0.000%	0.000%
2	6	Attendance Support	No	$ -	$ -	0.000%	0.000%
2	7	Enrichment Activities and Advisory Curriculum	No	$ -	$ -	0.000%	0.000%
2	8	Middle School Culture	No	$ -	$ -	0.000%	0.000%
2	9	Dean of Culture	Yes	$ 5,000	$ 103,700	0.000%	0.000%
2	10	School Counselor	Yes	$ 51,341	$ 98,165	0.000%	0.000%
3	1	Parent and Community Engagement and Advisory	No	$ -	$ -	0.000%	0.000%
3	2	Parent Academy	Yes	$ 5,000	$ 3,000	0.000%	0.000%
3	3	Parent Communication	No	$ -	$ -	0.000%	0.000%

2024-25 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
$ 3,368,399	$ 539,819	0.000%	16.026%	$ 1,655,228	0.000%	49.140%	$0.00 - No Carryover	0.00% - No Carryover

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

Approval of Amendment to the Voices Mount Pleasant 2025-2026 Local Control and Accountability Plan (LCAP)

Section: III. Board Business: Discussion / Action Items
Item: C. Approval of Amendment to the Voices Mount Pleasant 2025-2026 Local Control and Accountability Plan (LCAP)
Purpose: Vote
Submitted by:
Related Material: Voices Mount Pleasant LCAP 2025.pdf

LCFF Budget Overview for Parents

LCFF Budget Overview for Parents Template

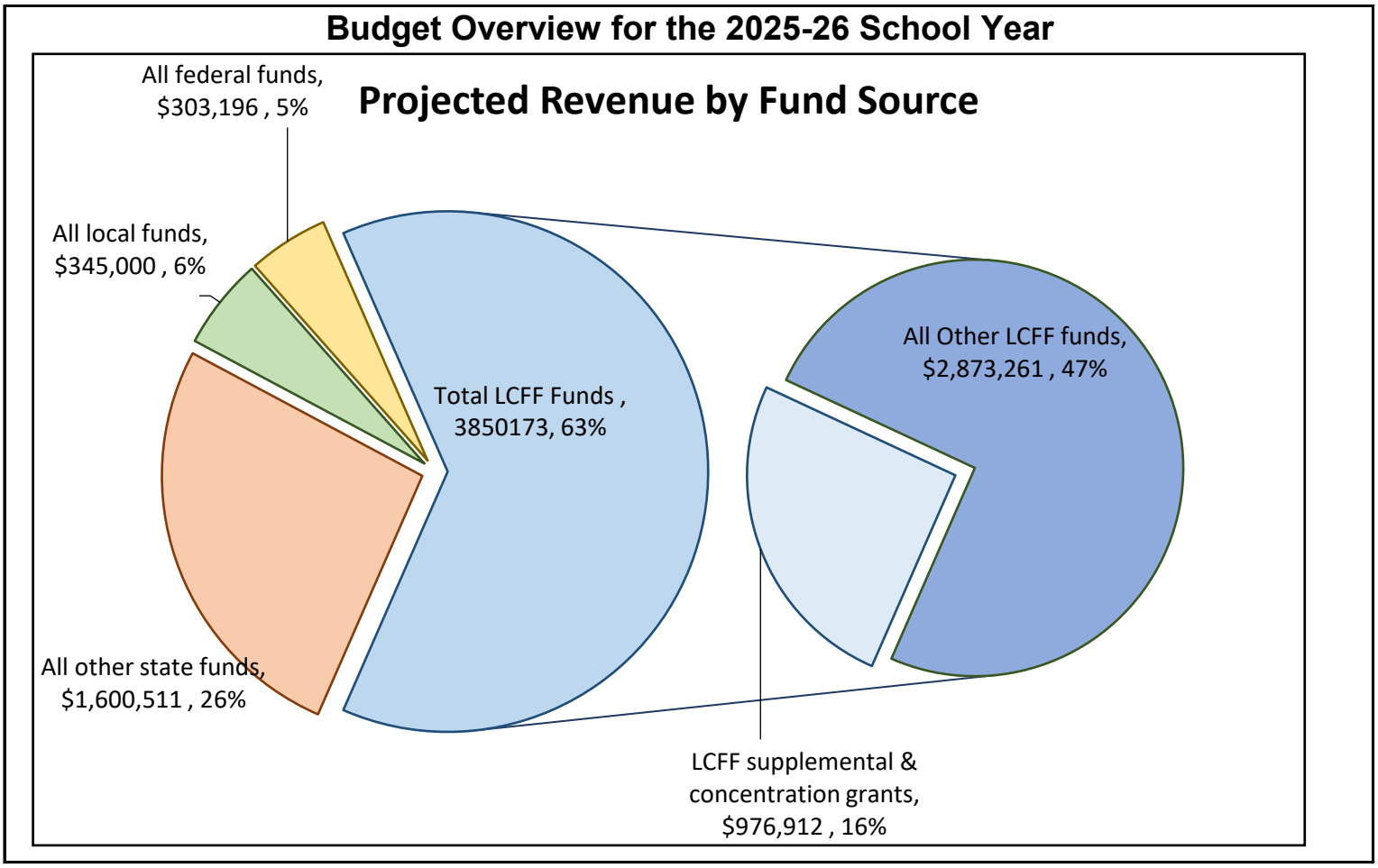
Local Educational Agency (LEA) Name: Voices College-Bound Language Academy at Mount Pleasant

CDS Code: 43104390132530

School Year: 2025-26

LEA contact information: Mari DeGutierrez mdegutierrez@voicescharterschool.com (408) 571-6404

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

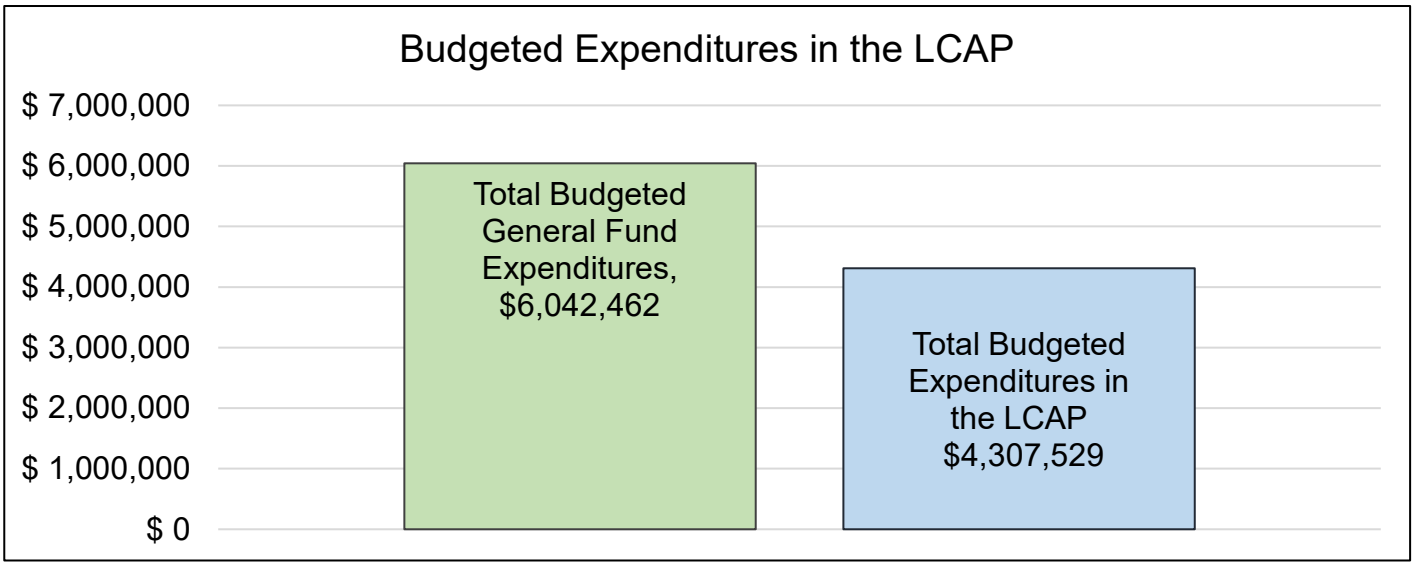


This chart shows the total general purpose revenue Voices College-Bound Language Academy at Mount Pleasant expects to receive in the coming year from all sources.

LCFF Budget Overview for Parents

The text description for the above chart is as follows: The total revenue projected for Voices College-Bound Language Academy at Mount Pleasant is $6,098,880.00, of which $3,850,173.00 is Local Control Funding Formula (LCFF), $1,600,511.00 is other state funds, $345,000.00 is local funds, and $303,196.00 is federal funds. Of the $3,850,173.00 in LCFF Funds, $976,912.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Voices College-Bound Language Academy at Mount Pleasant plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Voices College-Bound Language Academy at Mount Pleasant plans to spend $6,042,462.00 for the 2025-26 school year. Of that amount, $4,307,529.00 is tied to actions/services in the LCAP and $1,734,933.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

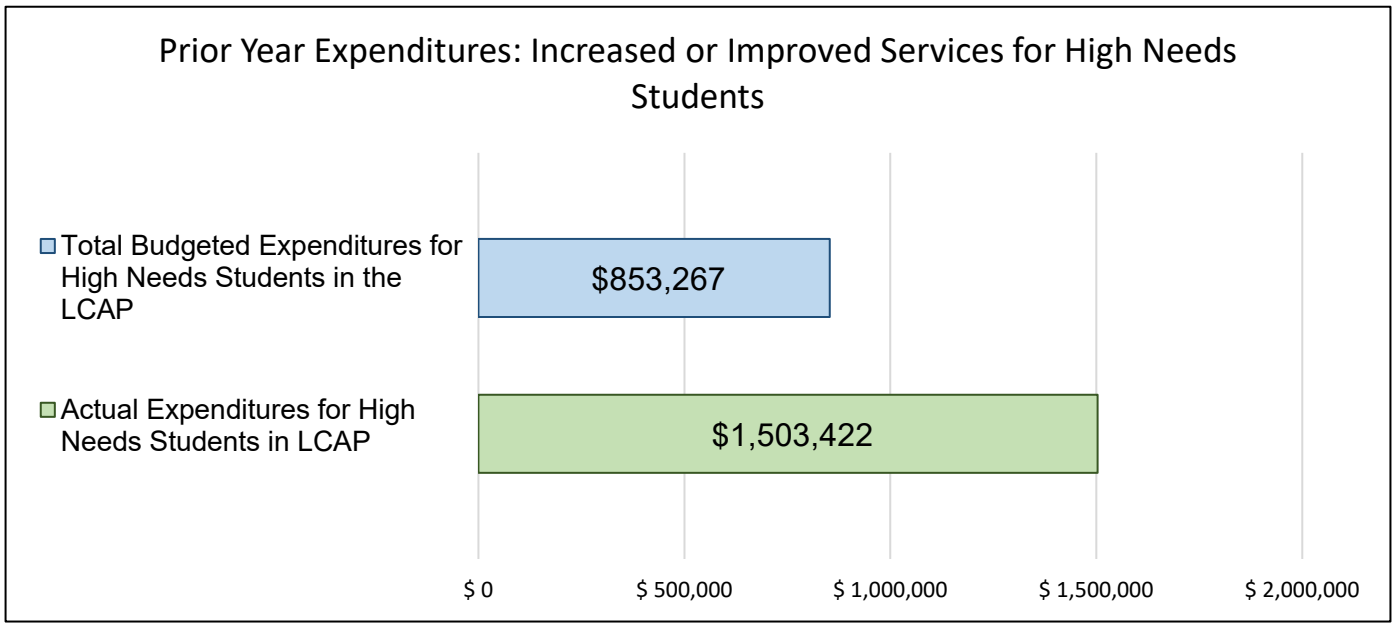
School nutrition, dues and memberships, equipment leases, district oversight fees, legal fees, debt services, business services, accounting fees, and some operational costs.

Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

LCFF Budget Overview for Parents

In 2025-26, Voices College-Bound Language Academy at Mount Pleasant is projecting it will receive $976,912.00 based on the enrollment of foster youth, English learner, and low-income students. Voices College-Bound Language Academy at Mount Pleasant must describe how it intends to increase or improve services for high needs students in the LCAP. Voices College-Bound Language Academy at Mount Pleasant plans to spend $1,340,911.00 towards meeting this requirement, as described in the LCAP.

Update on Increased or Improved Services for High Needs Students in 2024-25



This chart compares what Voices College-Bound Language Academy at Mount Pleasant budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Voices College-Bound Language Academy at Mount Pleasant estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

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LCFF Budget Overview for Parents

The text description of the above chart is as follows: In 2024-25, Voices College-Bound Language Academy at Mount Pleasant's LCAP budgeted $853,267.00 for planned actions to increase or improve services for high needs students. Voices College-Bound Language Academy at Mount Pleasant actually spent $1,503,422.00 for actions to increase or improve services for high needs students in 2024-25.

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 2024 reports that in 2023-24, Voices served 242 students with diverse needs and backgrounds: 78.1% socioeconomically disadvantaged ("SED") or low income ("LI") students; 62.8% of students were English Learners ("ELs"); 11.19% of English Learners were Redesignated Fluent English Proficient ("RFEP"); 8.3% of students with disabilities ("SWD"); 0% Foster Youth ("FY"); and, 1.7% Homeless Youth. As of the 2023-24 school year, enrollment by race and ethnicity at Voices was Hispanic/Latinx (97.9%), African American/Black (0.4%), and Two or More Races (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. 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.

Voices College-Bound Language Academy at Mt. Pleasant is not eligible to be an Equity Multiplier School.

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 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).

ELA Performance

Increase ELA performance overall and for significant subgroups. SBAC ELA performance declined sharply from Spring 2023 to Spring 2024, resulting in a Very Low rating on the 2024 CA School Dashboard. Overall DFS worsened from -74.8 to -105.6, and proficiency dropped from 17.81% to 11.72%. HISP declined from -75.2 DFS and 18.02% in 2023 to -106.6 DFS and 11.32% in 2024. SED dropped from -76.2 to -108.1 DFS, with proficiency falling from 17.09% to 11.32%. ELs fell from -91.1 to -130 DFS, and proficiency dropped from 7.45% to 3.75%. LTELs recorded the lowest performance with a DFS of -142.4 and 0% proficiency. SWDs declined to -131.2 DFS with 0% meeting standards. These results highlight the urgent need for evidence-based literacy interventions and targeted support for ELs, LTELs, and SWDs.

Math Performance

Increase Math performance overall and for significant subgroups. SBAC Math performance declined substantially from Spring 2023 to Spring 2024, resulting in a Very Low rating on the 2024 CA School Dashboard. Overall DFS dropped from -82.9 to -121.8, and proficiency decreased from 13.56% to 7.87%. HISP dropped from -81.5 to -121.4 DFS, with proficiency decreasing from 13.63% to 7.94%. SED declined from -87.5 to -119.2 DFS, and proficiency fell from 10.92% to 7.69%. ELs dropped from -91.4 to -135.9 DFS, with proficiency decreasing from 10.31% to 3.80%. LTELs were most impacted with a DFS of -195.3 and 0% meeting standards. SWDs declined to -127.2 DFS, with proficiency dropping from 31.58% in 2023 to 14.28% in 2024. These outcomes reflect a critical need for strengthened instruction, intervention, and supports for ELs, LTELs, and SWDs.

ELPI

Increase ELPI for all ELs. ELPI declined significantly from 2022–23 to 2023–24 and was rated Very Low on the 2024 CA School Dashboard. In 2022–23, 33.9% of ELs made progress, earning a Very Low rating. In 2023–24, only 19.4% made progress, well below the state average of 45.7%. This decline signals a need to improve both designated and integrated ELD and expand targeted supports to accelerate EL progress.

Chronic Absenteeism

Decrease chronic absenteeism and increase daily attendance overall and for significant subgroups. Chronic absenteeism remained high from 2022–23 to 2023–24, resulting in an High rating on the 2024 CA School Dashboard. Overall rates declined slightly from 42.1% to 41%. HISP dropped from 41.5% to 40.6%, ELs from 40% to 39%, and LTELs were at 43.3% in 2024. SED improved from 48.5% to 41.5%, while SWDs increased from 56.7% to 65.2%. These data reflect a continued need for robust attendance interventions, with a focus on SWDs and LTELs. Voices will continue to reduce chronic absenteeism by promoting positive daily attendance, implementing attendance incentives, enforcing the Attendance Policy through calls, meetings, contracts, letters, and home visits, and prioritizing intervention based on student-level ADA data.

Suspension Rate

Maintain suspension rate at 1%. Suspension rates increased sharply from 2022–23 to 2023–24, resulting in a Very High rating on the 2024 CA School Dashboard. Overall rates rose from 0.6% to 5.4%. HISP increased from 0.6% to 5.5%, ELs from 1.1% to 3.6%, and LTELs reached 10% in 2024. SED increased from 0.9% to 6.4%, and SWDs rose from 3.1% to 8.3%. These increases highlight the need to strengthen behavior supports, implement restorative practices, and provide targeted interventions for LTELs, SED, and SWDs. Voices is responding by offering alternatives to suspension including counseling, restorative practices, SEL programs, classroom-based behavior support, PD on classroom management, PBIS, and MTSS.

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 has been classified in the Low Performance Category for Charter Schools across the State by the CDE.

ESSA Assistance Status
Based on the 2023 and 2024 Dashboards, Voices is in Additional Targeted Support and Improvement (“ATSI”) for ELs. This is multi-tiered issue. ELs are High in Chronic Absenteeism Rate, Very High in Suspension Rate, Very Low in ELA performance, and Very Low in Math performance. Voices will be focusing specifically on decreasing chronic absenteeism and suspension through MTSS strategies especially for ELs and increasing ELA and Math performance through MTSS interventions and strategies especially for ELs.

LCFF Charter School Assistance Status
Voices is in General Assistance based on the 2023 and 2024 California Dashboards similarly to all schools.

Current ELs met the criteria in Priority 4, Pupil Achievement, and Priority 6, School Climate for the overall performance level in ELA and Math Performance and the Suspension Rate. In ELA Performance, ELs fell from -91.1 to -130 DFS, and proficiency dropped from 7.45% to 3.75%. In Math Performance, ELs dropped from -91.4 to -135.9 DFS, with proficiency decreasing from 10.31% to 3.80%. In Chronic Absenteeism Rate, ELs only declined from 40% to 39%. In Suspension Rate, ELs increased from 1.1% to 3.6% suspended at least one day.

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 and 2024 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 2023 and 2024 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 2023 and 2024 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.

The feedback provided by educational partners indicated a need to continue with the Goals, Metrics, and Actions. Specific focus on increasing ELA and Math Performance and English Learner Progress, and reducing Chronic Absenteeism Rate and Suspension Rate.

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. SBAC ELA performance declined sharply from Spring 2023 to Spring 2024, resulting in a Very Low rating on the 2024 CA School Dashboard. Overall DFS worsened from -74.8 to -105.6, and proficiency dropped from 17.81% to 11.72%. HISP declined from -75.2 DFS and 18.02% in 2023 to -106.6 DFS and 11.32% in 2024. SED dropped from -76.2 to -108.1 DFS, with proficiency falling from 17.09% to 11.32%. ELs fell from -91.1 to -130 DFS, and proficiency dropped from 7.45% to 3.75%. LTELs recorded the lowest performance with a DFS of -142.4 and 0% proficiency. SWDs declined to -131.2 DFS with 0% meeting standards.

SBAC Math performance declined substantially from Spring 2023 to Spring 2024, resulting in a Very Low rating on the 2024 CA School Dashboard. Overall DFS dropped from -82.9 to -121.8, and proficiency decreased from 13.56% to 7.87%. HISP dropped from -81.5 to -121.4 DFS, with proficiency decreasing from 13.63% to 7.94%. SED declined from -87.5 to -119.2 DFS, and proficiency fell from 10.92% to 7.69%. ELs dropped from -91.4 to -135.9 DFS, with proficiency decreasing from 10.31% to 3.80%. LTELs were most impacted with a DFS of -195.3 and 0% meeting standards. SWDs declined to -127.2 DFS, with proficiency dropping from 31.58% in 2023 to 14.28% in 2024.

CAST Science overall performance increased slightly from 4.44% to 4.88%. HISP improved from 4.54% to 4.88%, and SED rose from 3.23% to 6.45%. ELs remained at 0% both years, and data for SWDs were not reported due to too few students. These results show modest gains for HISP and SED, but continued concern for ELs who have not demonstrated progress.

ELPI declined significantly from 2022–23 to 2023–24 and was rated Very Low on the 2024 CA School Dashboard. In 2022–23, 33.9% of ELs made progress, earning a Very Low rating. In 2023–24, only 19.4% made progress, well below the state average of 45.7%.

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 2023	Initial Implementation Data Year: 2023-24 Data Source: Dashboard 2024		Full Implementation & Sustainability Data Year: 2025-26 Data Source: Dashboard 2026	On Track

1.4	SBAC ELA	2022-23 ELA Distance from Standard **Very Low** 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	2023-24 ELA Distance from Standard **Very Low** 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	Did Not Meet Annual Target of 20 points each year 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** Did Not Meet Annual Target of 5% each year 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 **Very Low** 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	2023-24 Math Distance from Standard **Very Low** 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	Did Not Meet Annual Target of 20 points each year DFS: 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** Did Not Meet Annual Target of 5% each year Meets and Exceeds: 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	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	Did Not Meet Annual Target of 5% each year Overall– **Maintained 0.44%** Hispanic – **Maintained 0.34%** SED - **Increased 3.22%** EL – **Maintained 0%** SWD: Too Few
1.7	ELA Local Assessment –MAP	49% of students met growth target 15% Proficient MAP Data Year: 2023-24 Data Source: Local Data	No Data on Growth 39.7% Proficient MAP in Fall 2024 23% Proficient IXL in March 2025 Data Year: 2024-25 Data Source: Local Assessment Data		-0.2 Conditional Growth Index (CGI) 50% of students Proficient 50% of students met growth target Data Year: 2026-27 Data Source: Local Assessment Data	On Track to Meet Target **14.7% Increase**
1.8	SLA Local Assessment – STAR Reading in Spanish	Not Administered Data Year: 2023-24 Data Source: Local Assessment Data	43% Proficient STAR SLA Data Year: 2024-25 Data Source: Local Assessment Data		SGP 50 - Growth 50% of students Proficient STAR SLA Data Year: 2026-27 Data Source: Local Assessment Data	Unable to Determine

1.9	Math Local Assessment –MAP	65% of students met growth target 12% Proficient MAP Data Year: 2023-24 Data Source: Local Assessment Data	No Data on Growth 41% Proficient MAP in Fall 2024 29% Proficient IXL in March 2025 Data Year: 2024-25 Data Source: Local Assessment Data		-0.2 Conditional Growth Index (CGI) 50% of students Proficient 50% of students met growth target Data Year: 2026-27 Data Source: Local Assessment Data	On Track to Meet Target **29% Increase on Math MAP**
1.10	EL students making progress toward English Proficiency	ELPI is **"Very Low"** for 2023 ELPI is 33.9% Data Year: 2022-23 Data Source: Dashboard 2023	ELPI is **"Very Low"** for 2024 ELPI is 19.4% 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	Did Not Meet Annual Target **Declined 14.5%**
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	Unable to Determine

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. The Charter School was nearly fully staffed, and the action was partially implemented. The Core Curriculum was implemented, and new curriculum was purchased. Support for English Learners was partially implemented and provided growth especially for Newcomers. Support for Students with Disabilities was implemented and supported by the Student Services Manager. Professional Development was partially implemented, but many of the topics still need to be addressed. Technology Infrastructure and Support was implemented, and new technology was purchased. Intervention and Supplemental Materials were implemented, and the expectation is that scores will improve in 2024-25. Instructional Coach and Principal was partially implemented and provided support to teachers. Associate Teachers were implemented and provided direct services to students. Student Services Manager was implemented and organized supports for students. After School Program and Summer School/Intersession was implemented and ensured additional support and access to students. Network Support Infrastructure was implemented and was successful in restructuring policies and procedures.

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. The actions that were increased between the budgeted expenditures and estimated actual expenditures were: Implementation of Core Curriculum due to the purchase of new curriculum; Professional Development due to the number of new teachers; Technology and Technological Support due to purchases for the classrooms; and Intervention and Supplemental Materials due to IXL and cost of staffing for intervention.

The actions that were decreased between the budgeted expenditures and estimated actual expenditures were: Appropriately Staff School due to positions not filled for the entire school year; Support for Students with Disabilities due to the reduction of services as per a few student's IEPs; and Network Infrastructure Support due to lower enrollment.

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. The Charter School was nearly fully staffed, and the action was partially effective. The Core Curriculum was effective, and new curriculum was purchased. Support for English Learners was partially effective and provided growth especially for Newcomers. Support for Students with Disabilities was effective and supported by the Student Services Manager. Professional Development was partially effective, but many of the topics still need to be addressed. Technology Infrastructure and Support was effective, and new technology was purchased. Intervention and Supplemental Materials were effective, and the expectation is that scores will improve in 2024-25. Instructional Coach and Principal was partially effective and provided support to teachers. Associate Teachers were effective and provided direct services to students. Student Services Manager was effective and organized supports for students. After School Program and Summer School/Intersession was effective and ensured additional support and access to students. Network Support Infrastructure was effective and was successful in restructuring policies and procedures.

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.	[$956,146]	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.	[$54,976]	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.	[$120,887]	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.	[$648,438]	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: • Understanding of Charter, Mission, Vision, and Core Values	[$91,145]	Yes

		• 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.	[$69,165]	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, IXL, 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.	[$30,280]	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.	[$257,986]	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.	[$379,941] 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.	[$110,719]	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.	[$475,601]	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.	[$625,845]	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 88.13%. Chronic absenteeism remained high from 2022–23 to 2023–24, resulting in an High rating on the 2024 CA School Dashboard. Overall rates declined slightly from 42.1% to 41%. HISP dropped from 41.5% to 40.6%, ELs from 40% to 39%, and LTELs were at 43.3% in 2024. SED improved from 48.5% to 41.5%, while SWDs increased from 56.7% to 65.2%. These data reflect a continued need for robust attendance interventions, with a focus on SWDs and LTELs. Voices will continue to reduce chronic absenteeism by promoting positive daily attendance, implementing attendance incentives, enforcing the Attendance Policy through calls, meetings, contracts, letters, and home visits, and prioritizing intervention based on student-level ADA data.

Maintain suspension rate at 1%. Suspension rates increased sharply from 2022–23 to 2023–24, resulting in a Very High rating on the 2024 CA School Dashboard. Overall rates rose from 0.6% to 5.4%. HISP increased from 0.6% to 5.5%, ELs from 1.1% to 3.6%, and LTELs reached 10% in 2024. SED increased from 0.9% to 6.4%, and SWDs rose from 3.1% to 8.3%.

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	Did Not Meet Target **Declined one level**
2.2	Attendance Rate	89.15% Data Year: 2023-24 Data Source: P-2 Report	88.13% Data Year: 2024-25 Data Source: P-2 Report		96% Data Year: 2026-27 Data Source: P-2 Report	Did Not Meet Target **Declined 1.02%**
2.3	Chronic Absenteeism Rate	**Medium** All: 42.1% HISP: 41.5% EL: 40% SED: 48.5% SWD: 56.7% Data Year: 2022-23 Data Source: Dashboard 2023	**Low** All: 41% 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 2026	Did Not Meet Target 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	**Very Low** All: 0.6% HISP: 0.6% EL: 1.1% SED: 0.9% SWD: 3.1% Data Year: 2022-23 Data Source: Dashboard 2023	**Very High** All: 5.4% 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	Did Not Meet Target 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 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 Provided Data Year: 2023-24 Data Source: Local Data	Supportive Relationships 84% Grades 3-5 81% Grades 6-8 Student/Teacher Relationships 53% Grades 3-5 46% Grades 6-8 Sense of Belonging 52% Grades 3-5 29% Grades 6-8 School Safety 52% Grades 3-5 52% Grades 6-8 School Climate 52% Grades 3-5 37% Grades 6-8 Data Year: 2024-25 Data Source: Local Data-Panorama		80% Data Year: 2026-27 Data Source: Local Data	On Track Grades 3–5 demonstrated strength in Supportive Relationships (84%) but lower results in School Climate (52%) and Student/Teacher Relationships (53%) indicate a need for improved connectedness and trust. Grades 6–8 also showed strength in Supportive Relationships (81%), while very low outcomes in Sense of Belonging (29%) and School Climate (37%) highlight a critical need for targeted social-emotional and relational supports.

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. Field Trips were implemented, and students had access to experiences that enrichen their lives. Student Health was implemented, and screenings took place. School Supplies were implemented and provided needed supplies to students. Safe, Clean Facilities were implemented. Positive School Climate and Culture was implemented and there is more that needs to be done. Attendance Support was implemented, but attendance has not improved. Enrichment Activities and Advisory Curriculum were implemented, and many courses were provided to students. Middle School Culture was partially implemented. Dean of Culture was implemented. School Counselor was implemented, and students were supported.

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. The actions that were increased between the budgeted expenditures and estimated actual expenditures were: Attendance Support due to needs of students; School Supplies due to supporting the needs of the students; Enrichment Activities and Advisory Curriculum due to the variety of offerings; and Middle School Culture due to activities planned by the student council.

The actions that were decreased between the budgeted expenditures and estimated actual expenditures were: Clean, Safe Facilities due to lower enrollment and no build outs.

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. Field Trips were effective, and students had access to experiences that enrichen their lives. Student Health was effective, and screenings took place. School Supplies were effective and provided needed supplies to students. Safe, Clean Facilities were effective. Positive School Climate and Culture was effective and there is more that needs to be done. Attendance Support was effective, but attendance has not improved. Enrichment Activities and Advisory Curriculum were effective, and many courses were provided to students. Middle School Culture was partially effective. Dean of Culture was effective. School Counselor was effective, and students were supported.

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.	[$45,450]	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.	[$3,151]	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.	[$71,454]	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.	[$79,779]	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.	[$15,655]	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.	[$5,050]	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.	[$28,785]	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.	[$8,585]	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.	[$105,575]	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.	[$107,261]	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 2023	Initial Implementation Data Year: 2023-24 Data Source: Dashboard 2024		Full Implementation and Sustainability Data Year: 2025-26 Data Source: Dashboard Fall 2026	On Track
3.2	English Learner Advisory Committee	4 Meetings a Year Data Year: 2023-24 Data Source: Local Data	1 Meeting a Year Data Year: 2024-25 Data Source: Local Data		4 Meetings a Year Data Year: 2026-27 Data Source: Local Data	Did Not Meet Target
3.3	Parent Survey	69% of parents/guardians responded favorably Data Year: 2023-24 Data Source: Local Data	School Safety – 83% School Climate – 81% Data Year: 2024-25 Data Source: Local Data - Panorama		School Safety – 80% School Climate – 80% Data Year: 2026-27 Data Source: Local Data - Panorama	Exceeded Target

3.4	Teacher/Staff Survey	Not Provided Data Year: 2023-24 Data Source: Local Data - Panorama	School Climate 70%-Staff and Teachers Respectful Relationships 79%- Staff and Teachers Positive Working Environment 74%- Staff and Teachers Data Year: 2024-25 Data Source: Local Data - Panorama		School Climate 80%-Staff 80%-Teachers Respectful Relationships 80%-Staff 80%-Teachers Positive Working Environment 80%-Staff 80%-Teachers Data Year: 2026-27 Data Source: Local Data - Panorama	On Track Staff and teachers reported strengths in Respectful Relationships (79%) and Positive Working Environment (74%), while lower ratings in School Climate (70%) suggest a need to enhance overall morale and schoolwide cohesion.
3.5	Parent Education Workshops	2 Meetings a Year Data Year: 2023-24 Data Source: Local Data	2 Meetings a Year Data Year: 2024-25 Data Source: Local Data		6 Meetings per Year Data Year: 2026-27 Data Source: Local Data	Did Not Meet Target
3.6	Project/Portfolio Presentations	4 Meetings a Year Data Year: 2023-24 Data Source: Local Data	2 Meetings a Year Data Year: 2024-25 Data Source: Local Data		2 Meetings a Year Data Year: 2026-27 Data Source: Local Data	Did Not Meet Target

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. Parent and Community Engagement and Advisory were implemented but needs improvement. Parent Academy was partially implemented, and the Charter School needs to do more workshops. Parent Communication was implemented and increased parent engagement.

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. The actions that were increased between the budgeted expenditures and estimated actual expenditures were: Parent and Community Engagement and Advisory due to efforts to involve parents.

The actions that were decreased between the budgeted expenditures and estimated actual expenditures were: Parent Academy due to reduced number of workshops.

The actions that were decreased between the budgeted expenditures and estimated actual expenditures were: Parent and Community Engagement and Advisory due to meeting the needs of families at a lesser cost and Parent Academy due to fewer workshops being offered. 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. Parent and Community Engagement and Advisory were effective but needs improvement. Parent Academy was partially effective, and the Charter School needs to do more workshops. Parent Communication was effective and increased parent engagement.

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.	[$2,020]	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.	[$6,565]	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.	[$7,070]	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for 2025-26

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$976,912	$109,365

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
35%	0%	$0	35%

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	2024 CA Dashboard indicated that Voices students are underperforming in ELA, Math, and Science overall and by significant subgroups. SBAC ELA performance declined sharply from Spring 2023 to Spring 2024, resulting in a Very Low rating on the 2024 CA School Dashboard. Overall DFS worsened from -74.8 to -105.6, and proficiency dropped from 17.81% to 11.72%. HISP declined from -75.2 DFS and 18.02% in 2023 to -106.6 DFS and 11.32% in 2024. SED dropped from -76.2 to -108.1 DFS, with proficiency falling from 17.09% to 11.32%. ELs fell from -91.1 to -130 DFS, and proficiency dropped from 7.45% to 3.75%. LTELs recorded the lowest performance with a DFS of -142.4 and 0% proficiency. SWDs declined to -131.2 DFS with 0% meeting standards. SBAC Math performance declined substantially from Spring 2023 to Spring 2024, resulting in a Very Low rating on the 2024 CA School Dashboard. Overall DFS dropped from -82.9 to -121.8, and proficiency decreased from 13.56% to 7.87%. HISP dropped from -81.5 to -121.4 DFS, with proficiency decreasing from 13.63% to 7.94%. SED declined from -87.5 to -119.2 DFS, and proficiency fell from 10.92% to 7.69%. ELs dropped from -91.4 to -135.9 DFS, with proficiency decreasing from 10.31% to 3.80%. LTELs were most impacted with a DFS of -195.3 and 0% meeting standards. SWDs declined to -127.2 DFS, with proficiency dropping from 31.58% in 2023 to 14.28% in 2024. CAST Science overall performance increased slightly from 4.44% to 4.88%. HISP improved	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

	from 4.54% to 4.88%, and SED rose from 3.23% to 6.45%. ELs remained at 0% both years.		
2.1, 2.3, 2.5, 2.9, 2.10	2024 CA Dashboard indicated that Voices needs to improve chronic absenteeism and suspension rates in order to ensure students' social emotional health and school connectedness remains high, Voices will continue to prioritize these areas. The School Attendance Rate is 88.13%. Chronic absenteeism remained high from 2022–23 to 2023–24, resulting in a High rating on the 2024 CA School Dashboard. Overall rates declined slightly from 42.1% to 41%. HISP dropped from 41.5% to 40.6%, ELs from 40% to 39%, and LTELs were at 43.3% in 2024. SED improved from 48.5% to 41.5%, while SWDs increased from 56.7% to 65.2%. Suspension rates increased sharply from 2022–23 to 2023–24, resulting in a Very High rating on the 2024 CA School Dashboard. Overall rates rose from 0.6% to 5.4%. HISP increased from 0.6% to 5.5%, ELs from 1.1% to 3.6%, and LTELs reached 10% in 2024. SED increased from 0.9% to 6.4%, and SWDs rose from 3.1% to 8.3%.	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	2024 CA Dashboard indicated that Voices students are underperforming in ELA, Math, and Science overall and by significant subgroups. 2024 CA Dashboard indicated that Voices needs to improve chronic absenteeism and suspension rates in order to ensure students' social emotional health and school connectedness remains high, Voices will continue to prioritize these areas.	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, andEnglish 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	ELPI declined significantly from 2022–23 to 2023–24 and was rated Very Low on the 2024 CA School Dashboard. In 2022–23, 33.9% of ELs made progress, earning a Very Low rating. In 2023–24, only 19.4% made progress, well below the state average of 45.7%.	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.

Voices is a single school LEA with a greater than 55% unduplicated pupil population that will use the additional concentration grant add-on funding to increase the number of staff providing direct services to students through the following actions: 1.3 – Support for English Learners; 1.7 – Interventions for struggling students; 1.9 – Associates Teachers; 1.10 – Student Services Manager; 1.11 After School Program and Summer School/Intersession; 2.9 – Dean of Culture; and 2.10 - School Counselor to support students' social emotional well-being schoolwide.

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

2025-26 Total Planned Expenditures Table

LCAP Year (Input)	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
2025-26	$ 2,770,124	$ 976,912	35.000%	0.000%	35.000%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$ 3,850,173	$ 1,600,511	$ 345,000	$ 303,196	$ 4,307,529.00	$ 3,648,496	$ 659,003

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1	Appropriately Staff School	All	No	Schoolwide	N/A	Voices	2025-26	$ 956,146	$ -	$ 956,146	$ -	$ -	$ -	$ 956,146	0.000%
1	2	Implementation of Core Curriculum	All	No	Schoolwide	N/A	Voices	2025-26		$ 54,976	$ 54,976		$ -		$ 54,976	0.000%
1	3	Support for English Learners	EL	Yes	Limited	English Learners	Voices	2025-26	$ 120,887	$ -	$ -	$ 120,887	$ -	$ -	$ 120,887	0.000%
1	4	Support for Students with Disabilities	SWD	No	Limited	N/A	Voices	2025-26	$ 493,757	$ 154,681	$ 329,920	$ 270,314	$ -	$ 48,204	$ 648,438	0.000%
1	5	Professional Development	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 91,145	$ 74,912		$ -	$ 16,233	$ 91,145	0.000%
1	6	Technology Infrastructure and Support	All	No	Schoolwide	N/A	Voices	2025-26	$ 11,338	$ 57,797	$ 69,165		$ -	$ -	$ 69,165	0.000%
1	7	Intervention and Supplemental Materials	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 30,280	$ 30,280		$ -	$ -	$ 30,280	0.000%
1	8	Instructional Coach and Principal	All	No	Schoolwide	N/A	Voices	2025-26	$ 257,986	$ -	$ 257,986				$ 257,986	0.000%
1	9	Associate Teachers	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 379,941	$ -	$ 379,941				$ 379,941	0.000%
1	10	Student Services Manager	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 110,719	$ -	$ 110,719	$ -	$ -	$ -	$ 110,719	0.000%
1	11	After School Program and Summer School	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 475,601	$ -	$ 325,000	$ 150,601	$ -	$ -	$ 475,601	0.000%
1	12	Network Support Infrastructure	All	No	Schoolwide	N/A	Voices	2025-26	$ 625,845	$ -	$ 625,845		$ -	$ -	$ 625,845	0.000%
2	1	Field Trips	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 45,450	$ 45,450				$ 45,450	0.000%
2	2	Student Health	All	No	Schoolwide	N/A	Voices	2025-26		$ 3,151	$ 3,151	$ -		$ -	$ 3,151	0.000%
2	3	School Supplies	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 71,454	$ 71,454		$ -	$ -	$ 71,454	0.000%
2	4	Safe, Clean Facilities	All	No	Schoolwide	N/A	Voices	2025-26	$ 3,440	$ 76,339	$ 54,010	$ 25,769	$ -		$ 79,779	0.000%
2	5	Positive School Climate and Culture	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 15,655	$ 15,655	$ -	$ -		$ 15,655	0.000%
2	6	Attendance Support	All	No	Schoolwide	N/A	Voices	2025-26		$ 5,050	$ 5,050	$ -		$ -	$ 5,050	0.000%
2	7	Enrichment Activities and Advisory Curriculum	All	No	Schoolwide	N/A	Voices	2025-26		$ 28,785	$ 28,785	$ -	$ -		$ 28,785	0.000%
2	8	Middle School Culture	All	No	Schoolwide	N/A	Voices	2025-26		$ 8,585	$ 8,585	$ -		$ -	$ 8,585	0.000%
2	9	Dean of Culture	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 105,575	$ -	$ 52,787	$ 52,788	$ -	$ -	$ 105,575	0.000%
2	10	School Counselor	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 107,261	$ -	$ 107,261		$ -	$ -	$ 107,261	0.000%
3	1	Parent and Community Engagement and Advisory	All	No	Schoolwide	N/A	Voices	2025-26		$ 2,020	$ 2,020	$ -		$ -	$ 2,020	0.000%
3	2	Parent Academy	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 6,565	$ 6,565	$ -		$ -	$ 6,565	0.000%
3	3	Parent Communication	All	No	Schoolwide	N/A	Voices	2025-26		$ 7,070	$ 7,070	$ -		$ -	$ 7,070	0.000%

2025-26 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
$ 2,770,124	$ 976,912	35.000%	0.000%	35.000%	$ 1,340,911	0.000%	48.406%	**Total:**	$ 1,340,911
								LEA-wide Total:	$ -
								Limited Total:	$ 120,887
								Schoolwide Total:	$ 1,220,024

Goal #	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1	Appropriately Staff School	No	Schoolwide		Voices	$ -	0.000%
1	2	Implementation of Core Curriculum	No	Schoolwide		Voices	$ -	0.000%
1	3	Support for English Learners	Yes	Limited	English Learners	Voices	$ 120,887	0.000%
1	4	Support for Students with Disabilities	No	Limited		Voices	$ -	0.000%
1	5	Professional Development	Yes	Schoolwide	All	Voices	$ 74,912	0.000%
1	6	Technology Infrastructure and Support	No	Schoolwide		Voices	$ -	0.000%
1	7	Intervention and Supplemental Materials	Yes	Schoolwide	All	Voices	$ 30,280	0.000%
1	8	Instructional Coach and Principal	No	Schoolwide		Voices	$ -	0.000%
1	9	Associate Teachers	Yes	Schoolwide	All	Voices	$ 379,941	0.000%
1	10	Student Services Manager	Yes	Schoolwide	All	Voices	$ 110,719	0.000%
1	11	After School Program and Summer School	Yes	Schoolwide	All	Voices	$ 325,000	0.000%
1	12	Network Support Infrastructure	No	Schoolwide		Voices	$ -	0.000%
2	1	Field Trips	Yes	Schoolwide	All	Voices	$ 45,450	0.000%
2	2	Student Health	No	Schoolwide		Voices	$ -	0.000%
2	3	School Supplies	Yes	Schoolwide	All	Voices	$ 71,454	0.000%
2	4	Safe, Clean Facilities	No	Schoolwide		Voices	$ -	0.000%
2	5	Positive School Climate and Culture	Yes	Schoolwide	All	Voices	$ 15,655	0.000%
2	6	Attendance Support	No	Schoolwide		Voices	$ -	0.000%
2	7	Enrichment Activities and Advisory Curricul	No	Schoolwide		Voices	$ -	0.000%
2	8	Middle School Culture	No	Schoolwide		Voices	$ -	0.000%
2	9	Dean of Culture	Yes	Schoolwide	All	Voices	$ 52,787	0.000%
2	10	School Counselor	Yes	Schoolwide	All	Voices	$ 107,261	0.000%
3	1	Parent and Community Engagement and A	No	Schoolwide		Voices	$ -	0.000%
3	2	Parent Academy	Yes	Schoolwide	All	Voices	$ 6,565	0.000%
3	3	Parent Communication	No	Schoolwide		Voices	$ -	0.000%

2024-25 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	$ 5,020,074.00	$ 3,715,475.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1	Appropriately Staff School	No	$ 1,079,683	$ 772,328
1	2	Implementation of Core Curriculum	No	$ 56,500	$ 84,980
1	3	Support for English Learners	Yes	$ 123,178	$ 116,378
1	4	Support for Students with Disabilities	No	$ 595,869	$ 520,770
1	5	Professional Development	Yes	$ 55,500	$ 69,500
1	6	Technology Infrastructure and Support	No	$ 76,670	$ 86,980
1	7	Intervention and Supplemental Materials	Yes	$ 21,700	$ 29,980
1	8	Instructional Coach and Principal	No	$ 266,262	$ 248,149
1	9	Associate Teachers	Yes	$ 293,524	$ 289,897
1	10	Student Services Manager	Yes	$ 106,531	$ 106,531
1	11	After School Program and Summer School	Yes	$ 579,577	$ 579,150
1	12	Network Support Infrastructure	No	$ 385,998	$ 346,930
2	1	Field Trips	Yes	$ 45,000	$ 45,000
2	2	Student Health	No	$ 3,120	$ 3,120
2	3	School Supplies	Yes	$ 47,000	$ 48,750
2	4	Safe, Clean Facilities	No	$ 1,015,796	$ 78,296
2	5	Positive School Climate and Culture	Yes	$ 10,500	$ 10,000
2	6	Attendance Support	No	$ 3,000	$ 5,000
2	7	Enrichment Activities and Advisory Curriculum	No	$ 20,000	$ 34,000
2	8	Middle School Culture	No	$ 5,000	$ 8,500
2	9	Dean of Culture	Yes	$ 100,460	$ 101,530
2	10	School Counselor	Yes	$ 103,206	$ 103,206
3	1	Parent and Community Engagement and Advisory	No	$ 5,000	$ 6,500

3	2	Parent Academy	Yes	$ 5,000	$ 3,500
3	3	Parent Communication	No	$ 16,000	$ 16,500

2024-25 Contributing Actions Annual Update Table

6. Estimated Actual LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Actual Percentage of Improved Services (%)	Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
$ 752,094	$ 853,267	$ 1,503,422	$ (650,155)	0.000%	0.000%	0.000% - No Difference

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1	Appropriately Staff School	No	$ -	$ -	0.000%	0.000%
1	2	Implementation of Core Curriculum	No	$ -	$ -	0.000%	0.000%
1	3	Support for English Learners	Yes	$ 104,476	$ 116,378	0.000%	0.000%
1	4	Support for Students with Disabilities	No	$ -	$ -	0.000%	0.000%
1	5	Professional Development	Yes	$ 55,500	$ 69,500	0.000%	0.000%
1	6	Technology Infrastructure and Support	No	$ -	$ -	0.000%	0.000%
1	7	Intervention and Supplemental Materials	Yes	$ 21,700	$ 29,980	0.000%	0.000%
1	8	Instructional Coach and Principal	No	$ -	$ -	0.000%	0.000%
1	9	Associate Teachers	Yes	$ 200,809	$ 289,897	0.000%	0.000%
1	10	Student Services Manager	Yes	$ 106,531	$ 106,531	0.000%	0.000%
1	11	After School Program and Summer School	Yes	$ 103,085	$ 579,150	0.000%	0.000%
1	12	Network Support Infrastructure	No	$ -	$ -	0.000%	0.000%
2	1	Field Trips	Yes	$ 45,000	$ 45,000	0.000%	0.000%
2	2	Student Health	No	$ -	$ -	0.000%	0.000%
2	3	School Supplies	Yes	$ 47,000	$ 48,750	0.000%	0.000%
2	4	Safe, Clean Facilities	No	$ -	$ -	0.000%	0.000%
2	5	Positive School Climate and Culture	Yes	$ 10,500	$ 10,000	0.000%	0.000%
2	6	Attendance Support	No	$ -	$ -	0.000%	0.000%
2	7	Enrichment Activities and Advisory Curriculum	No	$ -	$ -	0.000%	0.000%
2	8	Middle School Culture	No	$ -	$ -	0.000%	0.000%
2	9	Dean of Culture	Yes	$ 50,460	$ 101,530	0.000%	0.000%
2	10	School Counselor	Yes	$ 103,206	$ 103,206	0.000%	0.000%
3	1	Parent and Community Engagement and Advisory	No	$ -	$ -	0.000%	0.000%
3	2	Parent Academy	Yes	$ 5,000	$ 3,500	0.000%	0.000%
3	3	Parent Communication	No	$ -	$ -	0.000%	0.000%

2024-25 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
$ 2,189,374	$ 752,094	0.000%	34.352%	$ 1,503,422	0.000%	68.669%	$0.00 - No Carryover	0.00% - No Carryover

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

Approval of Amendment to the Voices Stockton 2025-2026 Local Control and Accountability Plan (LCAP)

Section: III. Board Business: Discussion / Action Items
Item: D. Approval of Amendment to the Voices Stockton 2025-2026 Local Control and Accountability Plan (LCAP)
Purpose: Vote
Submitted by:
Related Material: Voices Stockton LCAP 2025.pdf

LCFF Budget Overview for Parents

LCFF Budget Overview for Parents Template

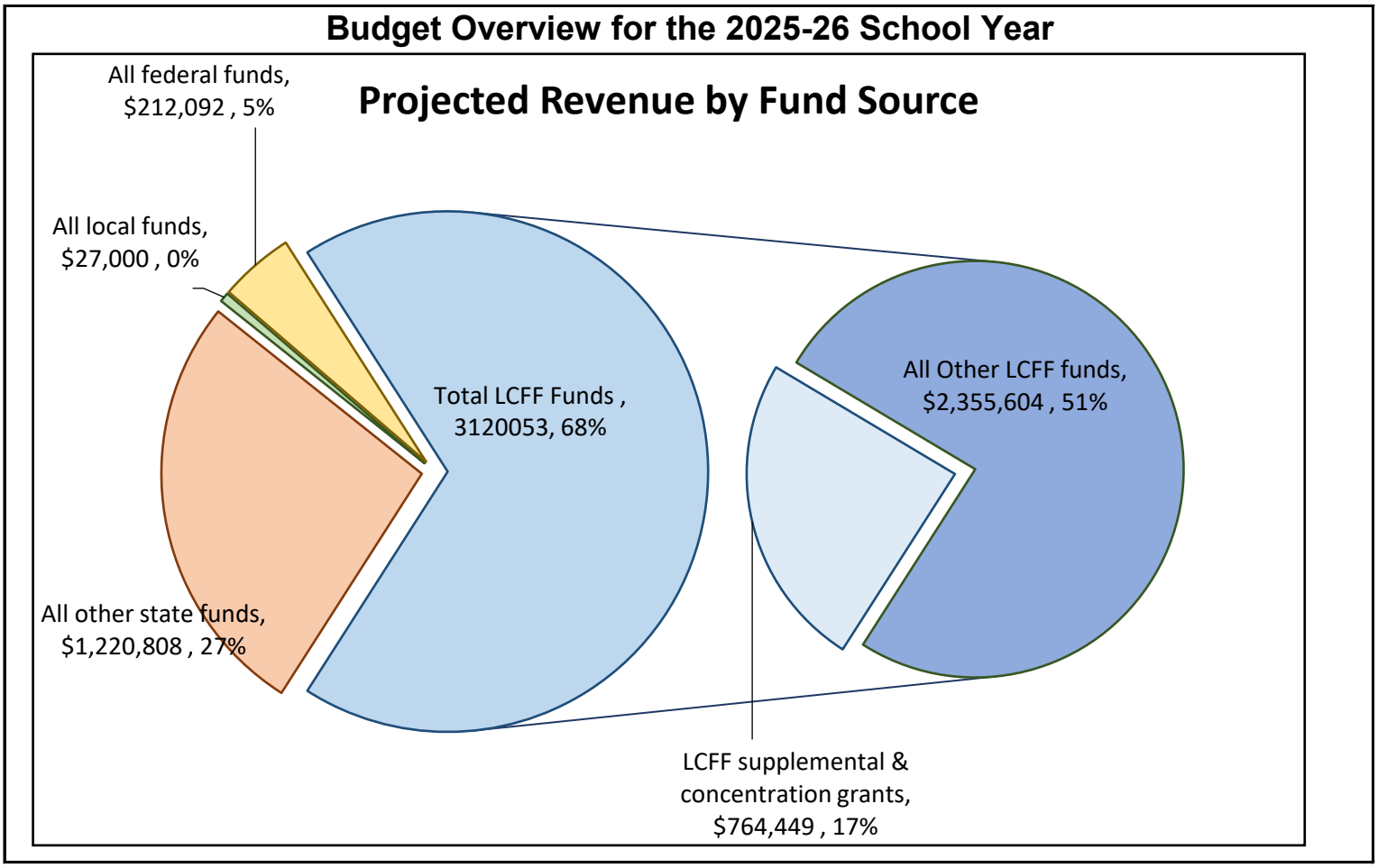
Local Educational Agency (LEA) Name: Voices College-Bound Language Academy at Stockton

CDS Code: 39686760139907

School Year: 2025-26

LEA contact information: Juan Carlos Villasenor

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).



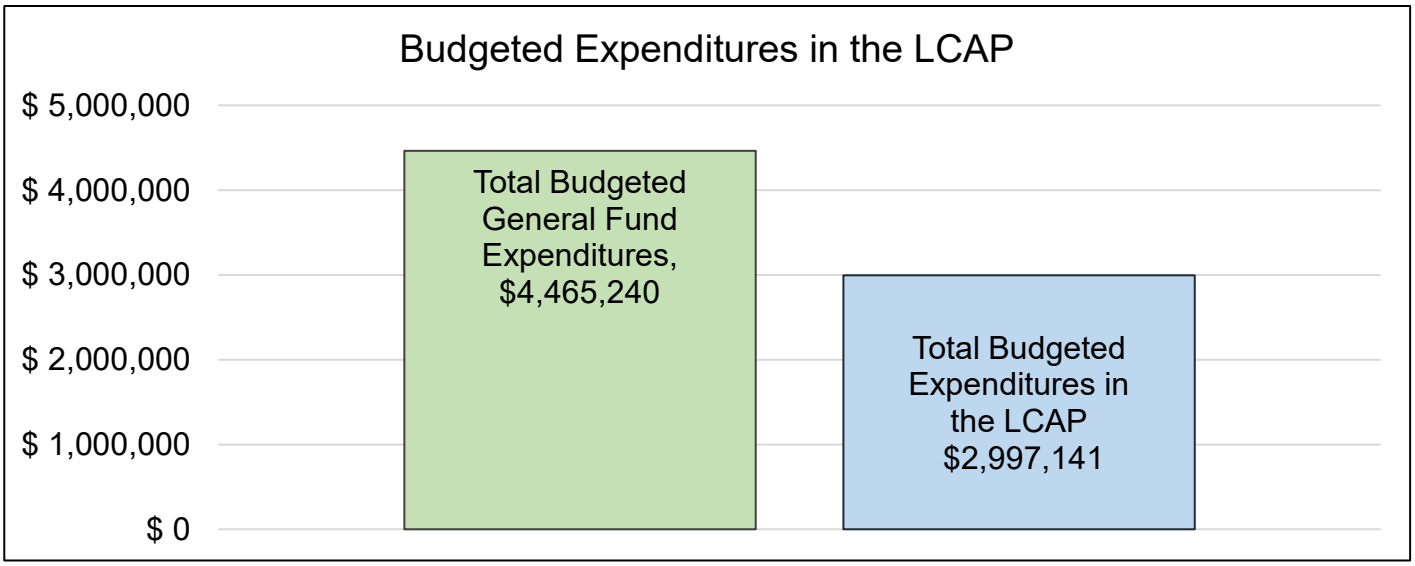
This chart shows the total general purpose revenue Voices College-Bound Language Academy at Stockton expects to receive in the coming year from all sources.

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LCFF Budget Overview for Parents

The text description for the above chart is as follows: The total revenue projected for Voices College-Bound Language Academy at Stockton is $4,579,953.00, of which $3,120,053.00 is Local Control Funding Formula (LCFF), $1,220,808.00 is other state funds, $27,000.00 is local funds, and $212,092.00 is federal funds. Of the $3,120,053.00 in LCFF Funds, $764,449.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Voices College-Bound Language Academy at Stockton plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Voices College-Bound Language Academy at Stockton plans to spend $4,465,240.00 for the 2025-26 school year. Of that amount, $2,997,141.00 is tied to actions/services in the LCAP and $1,468,099.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

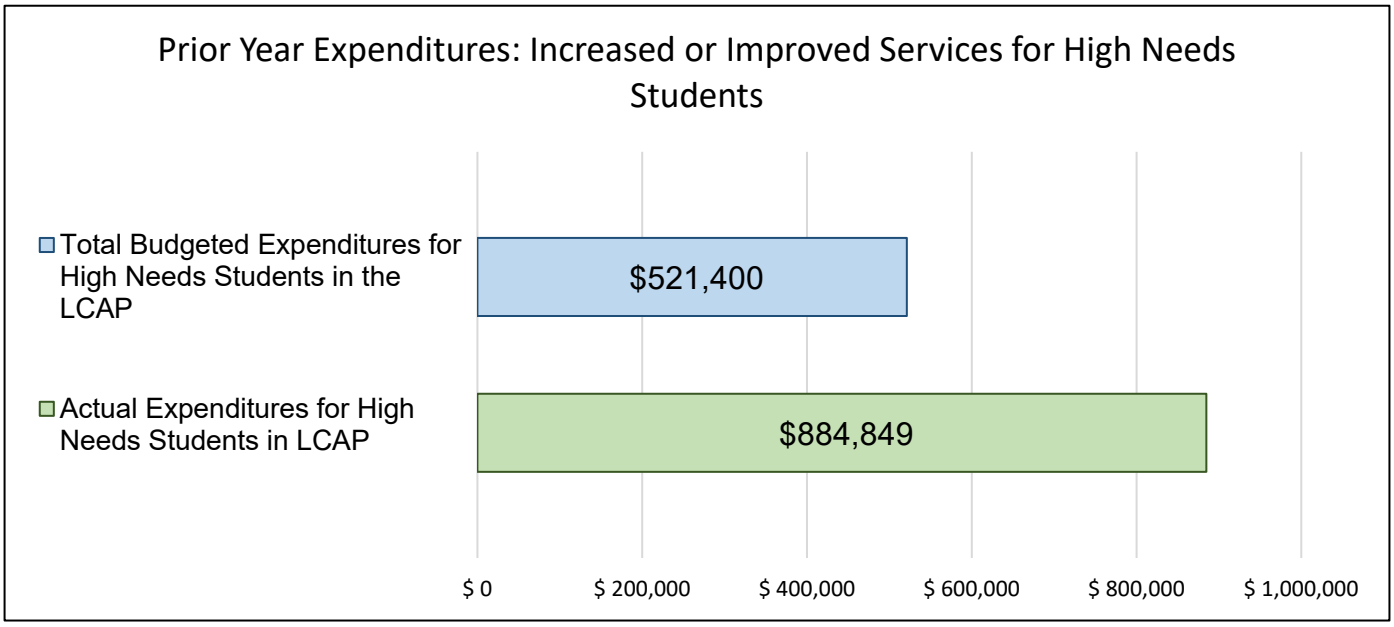
School nutrition, dues and memberships, equipment leases, district oversight fees, legal fees, debt services, business services, accounting fees, and some operational costs.

Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

LCFF Budget Overview for Parents

In 2025-26, Voices College-Bound Language Academy at Stockton is projecting it will receive $764,449.00 based on the enrollment of foster youth, English learner, and low-income students. Voices College-Bound Language Academy at Stockton must describe how it intends to increase or improve services for high needs students in the LCAP. Voices College-Bound Language Academy at Stockton plans to spend $1,097,060.00 towards meeting this requirement, as described in the LCAP.

Update on Increased or Improved Services for High Needs Students in 2024-25



This chart compares what Voices College-Bound Language Academy at Stockton budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Voices College-Bound Language Academy at Stockton estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

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LCFF Budget Overview for Parents

The text description of the above chart is as follows: In 2024-25, Voices College-Bound Language Academy at Stockton's LCAP budgeted $521,400.00 for planned actions to increase or improve services for high needs students. Voices College-Bound Language Academy at Stockton actually spent $884,849.00 for actions to increase or improve services for high needs students in 2024-25.

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-6 (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-6 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-6 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 2024 reports that in 2023-24, Voices served 118 students with diverse needs and backgrounds: 79.7% socioeconomically disadvantaged (“SED”) or low income (“LI”) students; 39% of students were English Learners (“ELs”); 1.0% of English Learners were Redesignated Fluent English Proficient (“RFEP”); 8.5% of students with disabilities (“SWD”); 1.7% Foster Youth (“FY”); and, 0% Homeless Youth. As of the 2023-24 school year, enrollment by race and ethnicity at Voices was Hispanic/Latinx (92.4%), African American/Black (4.2%), White (0.8%), Two or More Races (1.7%), and Asian (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, the Charter School addresses specific actions and services for ELs, SED/LI students, and FY to provide equal access to a high-quality program.

Voices College-Bound Language Academy at Stockton is not eligible to be an Equity Multiplier School.

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 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).

ELA Performance

Increase ELA performance overall and for significant subgroups. SBAC ELA results declined from Spring 2023 to Spring 2024. Overall DFS worsened from -78.4 to -88.4, and proficiency dropped slightly from 14.29% to 13.15%. Subgroup DFS were unavailable in 2023 but established in 2024, revealing significant gaps. In 2024, HISP students had a DFS of -92.3 with 11.11% proficiency, SED had a DFS of -89.9 with 11.32%, and ELs performed the lowest with a DFS of -117.1 and 0% meeting standards. These results indicate a need for immediate, targeted literacy interventions for EL and SED students to address foundational skill gaps.

Math Performance

Increase Math performance overall and for significant subgroups. SBAC Math performance declined from Spring 2023 to Spring 2024. Overall DFS fell from -52.2 to -60.7, and proficiency declined from 21.43% to 17.95%. While subgroup DFS data were unavailable in 2023, 2024 baselines show HISP at -60.6 DFS with 18.92% proficiency, SED at -61.8 DFS with 18.18%, and ELs at -86.4 DFS with 0% meeting standards. These data highlight the need for intensified math support and integrated language instruction for EL and SED students.

English Learner Progress Indicator

Increase ELPI for all ELs. ELPI data from 2022–23 and 2023–24 show moderate progress but remain below the state average, with no color rating in either year. In 2022–23, 37.5% of ELs were making progress. In 2023–24, 43.8% made progress, approaching the state average of 45.7%, per the 2024 CA School Dashboard. Continued improvement in designated and integrated ELD is needed to support EL growth.

Chronic Absenteeism Rate

Decrease chronic absenteeism and increase daily attendance overall and for significant subgroups. Rates improved from 2022–23 to 2023–24 but remained high, earning a High rating on the 2024 CA School Dashboard. Overall rates declined from 50.5% to 38.8%. HISP improved from 49% to 40.6%, ELs from 51.4% to 39.3%, SED from 51.9% to 37.1%, and SWDs were reported at 35% in 2024. Despite progress, absenteeism remains a barrier, requiring ongoing attendance incentives, family outreach, and consistent implementation of the Attendance Policy, including

calls, meetings, contracts, letters, and home visits. Voices will continue using ADA data to prioritize supports for chronically absent students, particularly EL, SED, and HISP.

Suspension Rate

Maintain suspension rate at 1%. Suspension rates rose slightly from 2022–23 to 2023–24, earning a Medium rating on the 2024 CA School Dashboard. In 2022–23, rates were 0% across all groups. In 2023–24, overall rate was 0.8%, with HISP at 0.9%, SED at 1%, ELs at 0%, and SWDs remaining at 0%. While rates remain low, the increase signals the need to maintain strong PBIS, MTSS, SEL, restorative practices, behavior supports, and classroom management PD to prevent escalation, particularly for SED and HISP.

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 has been classified in the Middle Performance Category for Charter Schools across the State by the CDE.

ESSA Assistance Status
Voices has "No Status" for ESSA due to the overall student performance especially in the areas of ELA and Math performance levels.

LCFF Charter School Assistance Status
Voices is in General Assistance based on the 2023 and 2024 California Dashboards similarly to all schools.

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 and 2024 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 and 2024 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 and 2024 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.

The feedback provided by educational partners indicated a need to continue with the Goals, Metrics, and Actions. Specific focus on increasing ELA and Math Performance and English Learner Progress, and reducing Chronic Absenteeism Rate and Suspension Rate.

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. SBAC ELA results declined from Spring 2023 to Spring 2024. Overall DFS worsened from -78.4 to -88.4, and proficiency dropped slightly from 14.29% to 13.15%. Subgroup DFS were unavailable in 2023 but established in 2024, revealing significant gaps. In 2024, HISP students had a DFS of -92.3 with 11.11% proficiency, SED had a DFS of -89.9 with 11.32%, and ELs performed the lowest with a DFS of -117.1 and 0% meeting standards.

SBAC Math performance declined from Spring 2023 to Spring 2024. Overall DFS fell from -52.2 to -60.7, and proficiency declined from 21.43% to 17.95%. While subgroup DFS data were unavailable in 2023, 2024 baselines show HISP at -60.6 DFS with 18.92% proficiency, SED at -61.8 DFS with 18.18%, and ELs at -86.4 DFS with 0% meeting standards.

ELPI data from 2022–23 and 2023–24 show moderate progress but remain below the state average, with no color rating in either year. In 2022–23, 37.5% of ELs were making progress. In 2023–24, 43.8% made progress, approaching the state average of 45.7%, per the 2024 CA School Dashboard.

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 2023	Initial Implementation Data Year: 2023-24 Data Source: Dashboard 2024		Full Implementation & Sustainability Data Year: 2025-26 Data Source: Dashboard 2026	On Track

1.4	SBAC ELA	2022-23 ELA Distance from Standard **No Color/Rating** 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	2023-24 ELA Distance from Standard **No Color/Rating** 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: -52.3 SED: -49.9 EL: -77.0 Percent Meets or Exceeds: Overall: 29.29% HISP: 21.11% SED: 24.09% EL: 10.00% Data Year: Spring 2026 Data Source: CAASPP	Did Not Meet Annual Target of 20 points each year Distance from Standard Overall: **Declined 10 points** HISP: **Declined 31.4 points** SED: **Maintained -2.6 points** Did Not Meet Annual Target of 5% each year Meets and Exceeds: Overall: **Declined 1.14%** SED: **Increased 2.23%**

1.5	SBAC Math	2022-23 Math Distance from Standard **No Color/Rating** 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	2023-24 Math Distance from Standard **No Color/Rating** 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: 28.92% SED: 33.18% EL: 10.0% Data Year: Spring 2026 Data Source: CAASPP	Did Not Meet Annual Target of 20 points each year DFS: Overall: **Declined 8.6 points** SED: **Increased 3.1 points** Did Not Meet Annual Target of 5% each year Meets and Exceeds: Overall: **Declined 3.48%** SED: **Maintained 18.18%**
1.6	CAST Science	Baseline set in 2024-25 Data Year: Spring 2023 Data Source: CAASPP	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	Baseline set in 2025

1.7	ELA Local Assessment –MAP	25% of students met growth target 13% Proficient MAP Data Year: 2023-24 Data Source: Local Assessment Data	No Data on Growth 61.1% Proficient MAP in Fall 2024 45% Proficient IXL in March 2025 Data Year: 2024-25 Data Source: Local Assessment Data		-0.2 Conditional Growth Index (CGI) 50% of students Proficient 50% of students met growth target Data Year: 2026-27 Data Source: Local Assessment Data	Exceeded Annual Target **48.1% Increase on Reading MAP**
1.8	SLA Local Assessment – STAR Reading in Spanish	Not Administered Data Year: 2023-24 Data Source: Local Assessment Data	36% Proficient STAR SLA Data Year: 2024-25 Data Source: Local Assessment Data		SGP 50 - Growth 50% of students Proficient STAR SLA Data Year: 2026-27 Data Source: Local Assessment Data	Unable to Determine
1.9	Math Local Assessment –MAP	No Data on Growth 13% Proficient MAP Data Year: 2023-24 Data Source: Local Assessment Data	No Data on Growth 63.4% Proficient MAP in Fall 2024 53% Proficient IXL in March 2025 Data Year: 2024-25 Data Source: Local Assessment Data		-0.2 Conditional Growth Index (CGI) 50% of students Proficient 50% of students met growth target Data Year: 2026-27 Data Source: Local Assessment Data	Exceeded Annual Target **50.4% Increase on Math MAP**

1.10	EL students making progress toward English Proficiency	ELPI has no performance color for 2023 ELPI is 37.5% Data Year: 2022-23 Data Source: Dashboard 2023	ELPI has no performance color for 2023 ELPI is 43.8% 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	Met Target **Increased 6.3%**
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	Unable to Determine

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. The Charter School was not fully staffed, and the action was partially implemented. The Core Curriculum was implemented, and purchases were made. Support for English Learners was implemented and provided growth. Support for Students with Disabilities was implemented, and services were compliant. Professional Development was partially implemented, but many of the topics still need to be addressed. Technology Infrastructure and Support was implemented, and support was provided through additional access points. Intervention and Supplemental Materials were implemented and supported the core program. Instructional Coach and Principal were partially implemented. Associate Teachers were implemented and could benefit from more professional development. Student Services Manager was not implemented due to size of the Charter School. After School Program and Summer School/Intersession was implemented and ensured additional support and access to students. Network Support Infrastructure was implemented and was successful in restructuring policies and procedures. Project-based Learning was implemented and showcased during presentations. The Leadership Team was implemented and led the efforts of the Charter School. Collaborative Learning Community was implemented and positive to learning together.

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. The actions that were increased between the budgeted expenditures and estimated actual expenditures were: Intervention and Supplemental Materials due to IXL and cost of staffing for intervention; Associate Teachers due to the students' needs; Leadership Team due to the responsibility they had with the lack of a principal; and Peace Learning Circles due to cost of program.

The actions that were decreased between the budgeted expenditures and estimated actual expenditures were: Appropriately Staff School due to fewer teachers and staff; Support for English Learners due to services being provided in house; Support for Students with Disabilities due to fewer services required based on students' IEPs; Technology and Technological Infrastructure due to low enrollment and few purchases; Instructional Coach and Principal due to the lack of a position filled all year; and After School Program and Summer School due to the reduced anticipated staffing due to student enrollment.

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. The Charter School was not fully staffed, and the action was partially effective. The Core Curriculum was effective, and purchases were made. Support for English Learners was effective and provided growth. Support for Students with Disabilities was effective, and services were compliant. Professional Development was partially effective, but many of the topics still need to be addressed. Technology Infrastructure and Support was effective, and support was provided through additional access points. Intervention and Supplemental Materials were effective and supported the core program. Instructional Coach and Principal were partially effective. Associate Teachers were effective and could benefit from more professional development. Student Services Manager was not effective due to size of the Charter School. After School Program and Summer School/Intersession was effective and ensured additional support and access to students. Network Support Infrastructure was effective and was successful in restructuring policies and procedures. Project-based Learning was effective and showcased during presentations. The Leadership Team was effective and led the efforts of the Charter School. Collaborative Learning Community was effective and positive to learning together.

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.	[$777,578]	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.	[$22,412]	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.	[$3,131]	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.	[$277,032]	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: • Understanding of Charter, Mission, Vision, and Core Values • Academic Program • Voices School Culture Playbook	[$82,325]	Yes

		• 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.	[$35,491]	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, IXL, 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.	[$23,371]	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.	[$154,181]	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.	[$406,539] Title I	Yes
1.10	After School Program and Summer School	Provide a robust after-school program and summer school for students to increase academic skills in reading, writing, speaking, and math. The focus will be to remediate academic skills and to provide enrichment activities. Voices will provide a robust summer program open to all students by providing summer school staff, instructional materials, supplies, snacks, meals, and teacher extra duty pay. Voices will provide summer school to increase academic skills in ELA/Literacy and Math through project based learning and field trips.	[$ 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.	[$501,250]	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.	[$1,010]	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.	[$7,070]	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.	[$1,010]	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 89.56%. Chronic absenteeism rates improved from 2022–23 to 2023–24 but remained high, earning a High rating on the 2024 CA School Dashboard. Overall rates declined from 50.5% to 38.8%. HISP improved from 49% to 40.6%, ELs from 51.4% to 39.3%, SED from 51.9% to 37.1%, and SWDs were reported at 35% in 2024.

Suspension rates rose slightly from 2022–23 to 2023–24, earning a Medium rating on the 2024 CA School Dashboard. In 2022–23, rates were 0% across all groups. In 2023–24, overall rate was 0.8%, with HISP at 0.9%, SED at 1%, ELs at 0%, and SWDs remaining at 0%.

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	90.66% Data Year: 2023-24 Data Source: P-2 Report	89.56% Data Year: 2024-25 Data Source: P-2 Report		96% Data Year: 2026-27 Data Source: P-2 Report	Did Not Meet Annual Target **1.1% Declined**
2.3	Chronic Absenteeism Rate	**High** All: 50.5% HISP: 49% EL: 51.4% SED: 51.9% Data Year: 2022-23 Data Source: Dashboard 2023	**High** All: 38.8% 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 2026	Met Annual Target 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	**Very Low** All: 0% HISP: 0% EL: 0% SED: 0% Data Year: 2022-23 Data Source: Dashboard 2023	**Medium** All: 0.8% 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 2026	Met Target All –**Increased 0.8%** HISP - **Increased 0.9%** EL: **Maintained 0%** SED – **Increased 1%** SWD **Maintained 0%**
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 Provided Data Year: 2023-24 Data Source: Local Data	Supportive Relationships 91% Grades 3-5 Positive Feelings about School 65% Grades 3-5 Student/Teacher Relationships 72% Grades 3-5 Sense of Belonging 69% Grades 3-5 School Safety 62% Grades 3-5 School Climate 64% Grades 3-5 Data Year: 2024-25 Data Source: Local Data-Panorama		80% Data Year: 2026-27 Data Source: Local Data	On Track Grades 3–5 showed strong Supportive Relationships (91%) and Student/Teacher Relationships (72%), with moderate outcomes in School Climate (64%) and Sense of Belonging (69%), indicating a generally positive but improvable school experience.

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. Field Trips were partially implemented. Student Health was implemented, and screenings took place. School Supplies were implemented and provided needed supplies to students. Safe, Clean Facilities were implemented. Positive School Climate and Culture was partially implemented. Attendance Support was partially implemented, and attendance has improved. Enrichment Activities and Advisory Curriculum were partially implemented. Middle School Culture was partially implemented due to the ages of students. Dean of Culture was implemented and supported the Charter School. School Counselor was not implemented due to the size of the Charter School. Peace Learning Communities was implemented and improved culture.

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. There were no actions that were increased between the budgeted expenditures and estimated actual expenditures.

The actions that were decreased between the budgeted expenditures and estimated actual expenditures were: Field Trips due to reduced low enrollment and minimal trips; Safe, Clean Facilities due to only few updates to the property; Positive School Climate and Culture due to minimal incentives; Attendance Support due to teachers doing most of the work to improve attendance; Enrichment Activities and Advisory due to no middle school program; and School Counselor due to the position not being filled for the entire school year.

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. Field Trips were partially effective. Student Health was effective, and screenings took place. School Supplies were effective and provided needed supplies to students. Safe, Clean Facilities were effective. Positive School Climate and Culture was partially effective. Attendance Support was partially effective, and attendance has improved. Enrichment Activities and Advisory Curriculum were partially effective. Middle School Culture was partially effective due to the ages of students. Dean of Culture was effective and supported the Charter School. School Counselor was not effective due to the size of the Charter School. Peace Learning Communities was effective and improved culture.

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.	[$3,030]	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.	[$1,515]	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.	[$26,967]	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.	[$65,169]	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.	[$6,565]	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.	[$1,919]	No

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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.	[$42,200]	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.	[$1,515]	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.	[$101,163]	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.	[$56,402]	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.	[$3,030]	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 2023	Initial Implementation Data Year: 2023-24 Data Source: Dashboard 2024		Full Implementation and Sustainability Data Year: 2025-26 Data Source: Dashboard 2026	On Track
3.2	English Learner Advisory Committee	3 Meetings a Year Data Year: 2023-24 Data Source: Local Data	3 Meetings per Year Data Year: 2024-25 Data Source: Local Data		4 Meetings per Year Data Year: 2026-27 Data Source: Local Data	Did Not Meet Target
3.3	Parent Survey	69% of parents/guardians responded favorably Data Year: 2023-24 Data Source: Local Data	School Safety – 93% School Climate – 89% Data Year: 2024-25 Data Source: Local Data - Panorama		School Safety – 80% School Climate – 80% Data Year: 2026-27 Data Source: Local Data	School Safety – Exceeded Target School Climate – Exceeded Target

3.4	Teacher/Staff Survey	Not Provided Data Year: 2023-24 Data Source: Local Data - Panorama	School Climate 78%-Staff 76%-Teachers Respectful Relationships 92%-Staff 83%-Teachers Positive Working Environment 67%-Staff 67%-Teachers Data Year: 2024-25 Data Source: Local Data - Panorama		School Climate 80%-Staff 80%-Teachers Respectful Relationships 80%-Staff 80%-Teachers Positive Working Environment 80%-Staff 80%-Teachers Data Year: 2026-27 Data Source: Local Data - Panorama	On Track Staff reported strong Respectful Relationships (92%) and moderate School Climate (78%), with lower ratings in Positive Working Environment (67%) suggesting room for improvement in daily work conditions. Teachers also noted strong Respectful Relationships (83%) and fair perceptions of School Climate (76%), though consistent ratings in Positive Working Environment (67%) indicate a shared need for improved support and morale.
3.5	Parent Education Workshops	4 Meetings per Year Data Year: 2023-24 Data Source: Local Data	5 Meetings per Year Data Year: 2024-25 Data Source: Local Data		6 Meetings per Year Data Year: 2026-27 Data Source: Local Data	Making Progress

3.6	Project/Portfolio Presentations	2 per year Data Year: 2023-24 Data Source: Local Data	3 Meetings per Year Data Year: 2024-25 Data Source: Local Data		2 per year Data Year: 2026-27 Data Source: Local Data	Exceeded Target

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. Parent and Community Engagement and Advisory were partially implemented, and efforts need to be made in this area. Parent Academy was implemented, and more topics will be added. Parent Communication was implemented and increased parent engagement. Comer Juntos was implemented and built rapport.

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. The actions that were increased between the budgeted expenditures and estimated actual expenditures were: Parent Academy due to efforts to engage parents.

The actions that were decreased between the budgeted expenditures and estimated actual expenditures were: Parent and Community Engagement and Advisory due to minimal meetings and Parent Communication due to lower enrollment and costs.

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. Parent and Community Engagement and Advisory were partially effective, and efforts need to be made in this area. Parent Academy was effective, and more topics will be added. Parent Communication was effective and increased parent engagement. Comer Juntos was effective and built rapport.

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.	[$2,020]	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.	[$6,565]	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.	[$2,929]	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.	[$2,750]	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for 2025-26

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$764,449	$89,955

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
35%	0%	$0	35%

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	2024 CA Dashboard indicated that Voices students are underperforming in ELA and Math, overall and by significant subgroups. SBAC ELA results declined from Spring 2023 to Spring 2024. Overall DFS worsened from -78.4 to -88.4, and proficiency dropped slightly from 14.29% to 13.15%. Subgroup DFS were unavailable in 2023 but established in 2024, revealing significant gaps. In 2024, HISP students had a DFS of -92.3 with 11.11% proficiency, SED had a DFS of -89.9 with 11.32%, and ELs performed the lowest with a DFS of -117.1 and 0% meeting standards. SBAC Math performance declined from Spring 2023 to Spring 2024. Overall DFS fell from -52.2 to -60.7, and proficiency declined from 21.43% to 17.95%. While subgroup DFS data were unavailable in 2023, 2024 baselines show HISP at -60.6 DFS with 18.92% proficiency, SED at -61.8 DFS with 18.18%, and ELs at -86.4 DFS with 0% meeting standards.	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	2024 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 School Attendance Rate is 89.56%. Chronic absenteeism rates improved from 2022–23 to 2023–24 but remained high, earning a High rating on the 2024 CA School Dashboard. Overall rates declined from 50.5% to 38.8%. HISP improved from 49% to 40.6%, ELs from 51.4% to 39.3%, SED from 51.9% to 37.1%, and SWDs were reported at 35% in 2024. Suspension rates rose slightly from 2022–23 to 2023–24, earning a High rating on the 2024 CA School Dashboard. In 2022–23, rates were 0% across all groups. In 2023–24, overall rate was 0.8%, with HISP at 0.9%, SED at 1%, ELs at 0%, and SWDs remaining at 0%.	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	2024 CA Dashboard indicated that Voices students are underperforming in ELA and Math, overall and by significant subgroups. 2024 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	ELPI data from 2022–23 and 2023–24 show moderate progress but remain below the state average, with no color rating in either year. In 2022–23, 37.5% of ELs were making progress. In 2023–24, 43.8% made progress, approaching the state average of 45.7%, per the 2024 CA School Dashboard.	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.

Voices is a single school LEA with a greater than 55% unduplicated pupil population that will use the additional concentration grant add-on funding to increase the number of staff providing direct services to students through the following actions: 1.3 – Support for English Learners; 1.7 – Interventions for struggling students; 1.9 – Associates Teachers; 1.11 After School Program and Summer School/Intersession; 2.9 – Dean of Culture; and 2.10 - School Counselor to support students' social emotional well-being schoolwide.

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

2025-26 Total Planned Expenditures Table

LCAP Year (Input)	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
2025-26	$ 2,159,644	$ 764,449	35.000%	0.000%	35.000%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$ 3,120,053	$ 1,220,808	$ 27,000	$ 212,092	$ 2,997,141.00	$ 2,394,016	$ 603,125

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1	Appropriately Staff School	All	No	Schoolwide	N/A	Voices	2025-26	$ 777,578	$ -	$ 777,578	$ -	$ -	$ -	$ 777,578	0.000%
1	2	Implementation of Core Curriculum	All	No	Schoolwide	N/A	Voices	2025-26		$ 22,412	$ 22,412	$ -	$ -		$ 22,412	0.000%
1	3	Support for English Learners	EL	Yes	Limited	English Learners	Voices	2025-26		$ 3,131	$ 3,131	$ -		$ -	$ 3,131	0.000%
1	4	Support for Students with Disabilities	SWD	No	Limited	N/A	Voices	2025-26	$ 199,227	$ 77,805	$ 89,646	$ 158,821		$ 28,565	$ 277,032	0.000%
1	5	Professional Development	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 82,325	$ -	$ 52,325	$ 27,150	$ -	$ 2,850	$ 82,325	0.000%
1	6	Technology Infrastructure and Support	All	No	Schoolwide	N/A	Voices	2025-26		$ 35,491	$ 35,491		$ -	$ -	$ 35,491	0.000%
1	7	Intervention and Supplemental Materials	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 23,371	$ 23,371	$ -	$ -		$ 23,371	0.000%
1	8	Instructional Coach and Principal	All	No	Schoolwide	N/A	Voices	2025-26	$ 154,181	$ -	$ 154,181		$ -	$ -	$ 154,181	0.000%
1	9	Associate Teachers	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 406,539	$ -	$ 313,276		$ -	$ 93,263	$ 406,539	0.000%
1	10	Student Services Manager	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.000%
1	11	After School Program and Summer School	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 37,867	$ 343,135	$ 44,109	$ 336,893	$ -	$ -	$ 381,002	0.000%
1	12	Network Support Infrastructure	All	No	Schoolwide	N/A	Voices	2025-26	$ 501,250	$ -	$ 501,250		$ -	$ -	$ 501,250	0.000%
2	1	Field Trips	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 3,030	$ 3,030	$ -		$ -	$ 3,030	0.000%
2	2	Student Health	All	No	Schoolwide	N/A	Voices	2025-26		$ 1,515	$ 1,515	$ -		$ -	$ 1,515	0.000%
2	3	School Supplies	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 26,967	$ 26,967	$ -	$ -		$ 26,967	0.000%
2	4	Safe, Clean Facilities	All	No	Schoolwide	N/A	Voices	2025-26	$ 65,169	$ -	$ -	$ 45,000	$ -	$ 20,169	$ 65,169	0.000%
2	5	Positive School Climate and Culture	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 6,565	$ 6,565	$ -		$ -	$ 6,565	0.000%
2	6	Attendance Support	All	No	Schoolwide	N/A	Voices	2025-26		$ 1,919	$ 1,919	$ -		$ -	$ 1,919	0.000%
2	7	Enrichment Activities and Advisory Curriculum	All	No	Schoolwide	N/A	Voices	2025-26		$ 42,200	$ 42,200		$ -	$ -	$ 42,200	0.000%
2	8	Middle School Culture	All	No	Schoolwide	N/A	Voices	2025-26		$ 1,515	$ 1,515	$ -		$ -	$ 1,515	0.000%
2	9	Dean of Culture	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 101,163	$ -	$ 75,872	$ 25,291			$ 101,163	0.000%
2	10	School Counselor	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 56,402	$ -	$ 56,402		$ -	$ -	$ 56,402	0.000%
3	1	Parent and Community Engagement and Advisory	All	No	Schoolwide	N/A	Voices	2025-26		$ 2,020	$ 2,020	$ -		$ -	$ 2,020	0.000%
3	2	Parent Academy	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 6,565	$ 6,565	$ -		$ -	$ 6,565	0.000%
3	3	Parent Communication	All	No	Schoolwide	N/A	Voices	2025-26	$ 2,215	$ 714	$ 2,929	$ -		$ -	$ 2,929	0.000%
1	13	Project-Based Learning	All	No	Schoolwide	N/A	Voices	2025-26		$ 1,010	$ 1,010	$ -		$ -	$ 1,010	0.000%
1	14	Leadership Team	All	No	Schoolwide	N/A	Voices	2025-26	$ 7,070	$ -	$ 7,070	$ -		$ -	$ 7,070	0.000%
1	15	Collaborative Learning Community	All	No	Schoolwide	N/A	Voices	2025-26		$ 1,010	$ 1,010	$ -		$ -	$ 1,010	0.000%
2	11	Peace Learning Circles (Previously Tribes Learning Communities)	All	No	Schoolwide	N/A	Voices	2025-26	$ 3,030	$ -	$ 3,030	$ -		$ -	$ 3,030	0.000%
3	4	Comer Juntos	All	No	Schoolwide	N/A	Voices	2025-26		$ 2,750	$ 2,750	$ -		$ -	$ 2,750	0.000%

2025-26 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
$ 2,159,644	$ 764,449	35.000%	0.000%	35.000%	$ 1,097,060	0.000%	50.798%	**Total:**	$ 1,097,060
								LEA-wide Total:	$ -
								Limited Total:	$ 3,131
								Schoolwide Total:	$ 1,093,929

Goal #	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1	Appropriately Staff School	No	Schoolwide		Voices	$ -	0.000%
1	2	Implementation of Core Curriculum	No	Schoolwide		Voices	$ -	0.000%
1	3	Support for English Learners	Yes	Limited	English Learners	Voices	$ 3,131	0.000%
1	4	Support for Students with Disabilities	No	Limited		Voices	$ -	0.000%
1	5	Professional Development	Yes	Schoolwide	All	Voices	$ 82,325	0.000%
1	6	Technology Infrastructure and Support	No	Schoolwide		Voices	$ -	0.000%
1	7	Intervention and Supplemental Materials	Yes	Schoolwide	All	Voices	$ 23,371	0.000%
1	8	Instructional Coach and Principal	No	Schoolwide		Voices	$ -	0.000%
1	9	Associate Teachers	Yes	Schoolwide	All	Voices	$ 406,539	0.000%
1	10	Student Services Manager	Yes	Schoolwide	All	Voices	$ -	0.000%
1	11	After School Program and Summer School	Yes	Schoolwide	All	Voices	$ 381,002	0.000%
1	12	Network Support Infrastructure	No	Schoolwide		Voices	$ -	0.000%
2	1	Field Trips	Yes	Schoolwide	All	Voices	$ 3,030	0.000%
2	2	Student Health	No	Schoolwide		Voices	$ -	0.000%
2	3	School Supplies	Yes	Schoolwide	All	Voices	$ 26,967	0.000%
2	4	Safe, Clean Facilities	No	Schoolwide		Voices	$ -	0.000%
2	5	Positive School Climate and Culture	Yes	Schoolwide	All	Voices	$ 6,565	0.000%
2	6	Attendance Support	No	Schoolwide		Voices	$ -	0.000%
2	7	Enrichment Activities and Advisory Curricul	No	Schoolwide		Voices	$ -	0.000%
2	8	Middle School Culture	No	Schoolwide		Voices	$ -	0.000%
2	9	Dean of Culture	Yes	Schoolwide	All	Voices	$ 101,163	0.000%
2	10	School Counselor	Yes	Schoolwide	All	Voices	$ 56,402	0.000%
3	1	Parent and Community Engagement and A	No	Schoolwide		Voices	$ -	0.000%
3	2	Parent Academy	Yes	Schoolwide	All	Voices	$ 6,565	0.000%
3	3	Parent Communication	No	Schoolwide		Voices	$ -	0.000%
1	13	Project-Based Learning	No	Schoolwide		Voices	$ -	0.000%
1	14	Leadership Team	No	Schoolwide		Voices	$ -	0.000%
1	15	Collaborative Learning Community	No	Schoolwide		Voices	$ -	0.000%
2	11	Peace Learning Circles (Previously Tribes l	No	Schoolwide		Voices	$ -	0.000%
3	4	Comer Juntos	No	Schoolwide		Voices	$ -	0.000%

2024-25 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	$ 2,815,305.00	$ 2,039,407.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1	Appropriately Staff School	No	$ 642,213	$ 473,268
1	2	Implementation of Core Curriculum	No	$ 49,640	$ 49,640
1	3	Support for English Learners	Yes	$ 21,444	$ 3,100
1	4	Support for Students with Disabilities	No	$ 234,999	$ 174,561
1	5	Professional Development	Yes	$ 65,640	$ 67,840
1	6	Technology Infrastructure and Support	No	$ 43,800	$ 32,500
1	7	Intervention and Supplemental Materials	Yes	$ 13,500	$ 23,140
1	8	Instructional Coach and Principal	No	$ 148,121	$ 74,377
1	9	Associate Teachers	Yes	$ 247,014	$ 342,040
1	10	Student Services Manager	Yes	$ -	$ -
1	11	After School Program and Summer School	Yes	$ 345,516	$ 264,549
1	12	Network Support Infrastructure	No	$ 230,417	$ 232,351
2	1	Field Trips	Yes	$ 5,000	$ 3,000
2	2	Student Health	No	$ 1,500	$ 1,500
2	3	School Supplies	Yes	$ 29,000	$ 31,000
2	4	Safe, Clean Facilities	No	$ 457,495	$ 70,021
2	5	Positive School Climate and Culture	Yes	$ 5,000	$ 3,500
2	6	Attendance Support	No	$ 5,000	$ 1,900
2	7	Enrichment Activities and Advisory Curriculum	No	$ 28,000	$ 17,000
2	8	Middle School Culture	No	$ 3,000	$ 3,500
2	9	Dean of Culture	Yes	$ 100,000	$ 97,355
2	10	School Counselor	Yes	$ 108,606	$ 36,325
3	1	Parent and Community Engagement and Advisory	No	$ 5,000	$ 2,000

3	2	Parent Academy	Yes	$ 5,000	$ 13,000
3	3	Parent Communication	No	$ 11,900	$ 4,900
1	13	Project-Based Learning	No	$ 1,000	$ 1,040
1	14	Leadership Team	No	$ 1,000	$ 7,000
1	15	Collaborative Learning Community	No	$ 1,000	$ 1,000
2	11	Peace Learning Circles (Previously Tribes Learning Communities)	No	$ 3,000	$ 5,000
3	4	Comer Juntos	No	$ 2,500	$ 3,000

2024-25 Contributing Actions Annual Update Table

6. Estimated Actual LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Actual Percentage of Improved Services (%)	Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
$ 457,144	$ 521,400	$ 884,849	$ (363,449)	0.000%	0.000%	0.000% - No Difference

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1	Appropriately Staff School	No	$ -		0.000%	0.000%
1	2	Implementation of Core Curriculum	No	$ -		0.000%	0.000%
1	3	Support for English Learners	Yes	$ 12,640	$ 3,100	0.000%	0.000%
1	4	Support for Students with Disabilities	No	$ -		0.000%	0.000%
1	5	Professional Development	Yes	$ 37,307	$ 67,840	0.000%	0.000%
1	6	Technology Infrastructure and Support	No	$ -		0.000%	0.000%
1	7	Intervention and Supplemental Materials	Yes	$ 13,500	$ 23,140	0.000%	0.000%
1	8	Instructional Coach and Principal	No	$ -		0.000%	0.000%
1	9	Associate Teachers	Yes	$ 190,347	$ 342,040	0.000%	0.000%
1	10	Student Services Manager	Yes	$ -	$ -	0.000%	
1	11	After School Program and Summer School	Yes	$ 40,000	$ 264,549	0.000%	0.000%
1	12	Network Support Infrastructure	No	$ -		0.000%	0.000%
2	1	Field Trips	Yes	$ 5,000	$ 3,000	0.000%	0.000%
2	2	Student Health	No	$ -		0.000%	0.000%
2	3	School Supplies	Yes	$ 29,000	$ 31,000	0.000%	0.000%
2	4	Safe, Clean Facilities	No	$ -		0.000%	0.000%
2	5	Positive School Climate and Culture	Yes	$ 5,000	$ 3,500	0.000%	0.000%
2	6	Attendance Support	No	$ -		0.000%	0.000%
2	7	Enrichment Activities and Advisory Curriculum	No	$ -		0.000%	0.000%
2	8	Middle School Culture	No	$ -		0.000%	0.000%
2	9	Dean of Culture	Yes	$ 75,000	$ 97,355	0.000%	0.000%
2	10	School Counselor	Yes	$ 108,606	$ 36,325	0.000%	0.000%
3	1	Parent and Community Engagement and Advisory	No	$ -		0.000%	0.000%
3	2	Parent Academy	Yes	$ 5,000	$ 13,000	0.000%	0.000%
3	3	Parent Communication	No	$ -		0.000%	0.000%
1	13	Project-Based Learning	No	$ -		0.000%	0.000%
1	14	Leadership Team	No	$ -		0.000%	0.000%
1	15	Collaborative Learning Community	No	$ -		0.000%	0.000%
2	11	Peace Learning Circles (Previously Tribes Learning Communities)	No	$ -		0.000%	0.000%
3	4	Comer Juntos	No	$ -		0.000%	0.000%

2024-25 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
$ 1,313,066	$ 457,144	0.000%	34.815%	$ 884,849	0.000%	67.388%	$0.00 - No Carryover	0.00% - No Carryover

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

Approval of Amendment to the Voices West Contra Costa 2025-2026 Local Control and Accountability Plan (LCAP)

Section: III. Board Business: Discussion / Action Items
Item: E. Approval of Amendment to the Voices West Contra Costa 2025-2026 Local Control and Accountability Plan (LCAP)
Purpose: FYI
Submitted by:
Related Material: Voices West Contra Costa LCAP 2025.pdf

LCFF Budget Overview for Parents

LCFF Budget Overview for Parents Template

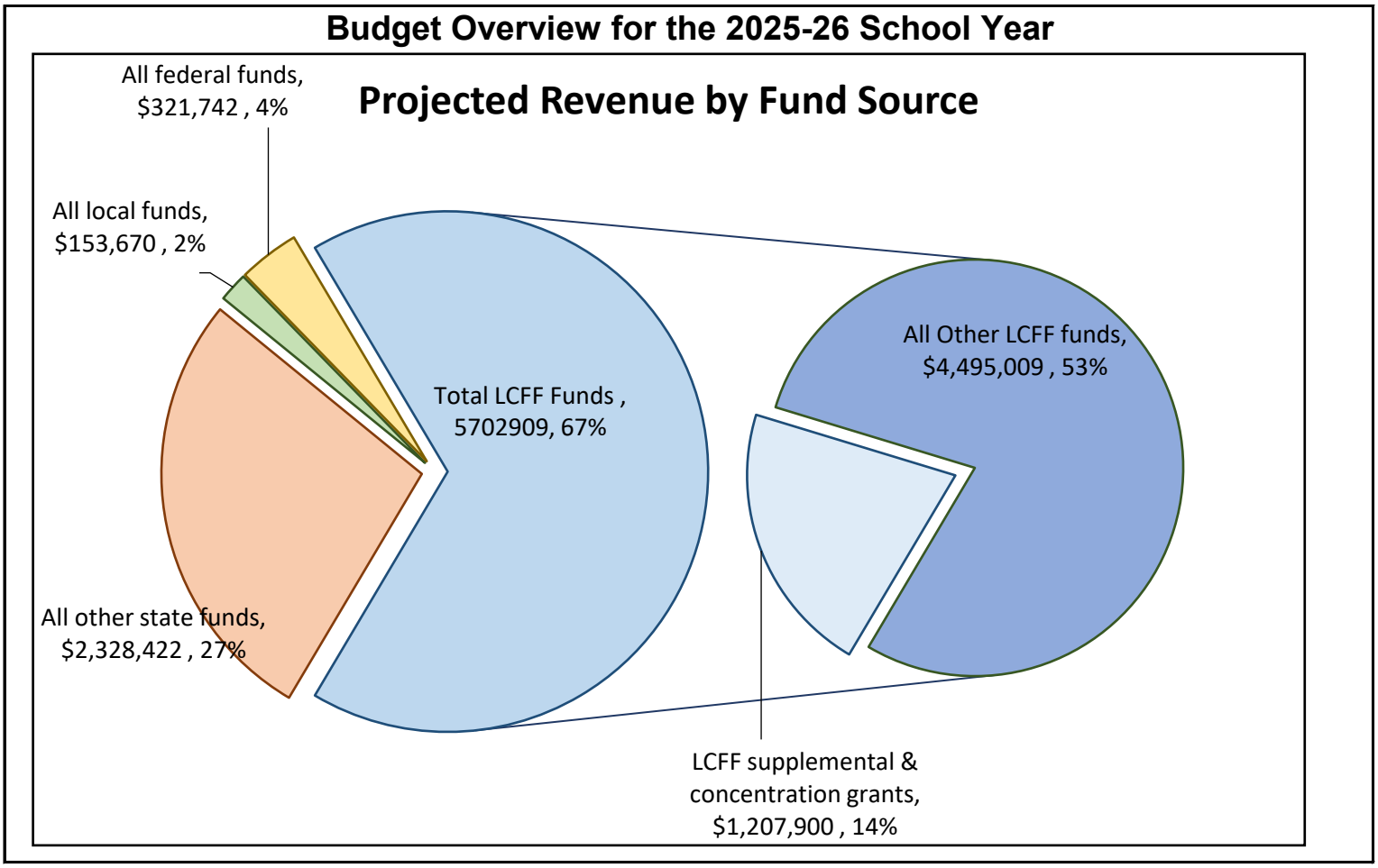
Local Educational Agency (LEA) Name: Voices College-Bound Language Academy at West Contra Costa

CDS Code: 7617960136903

School Year: 2025-26

LEA contact information: Keri Szymanski kszymanski@voicescharterschool.com (510) 480-0540

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).



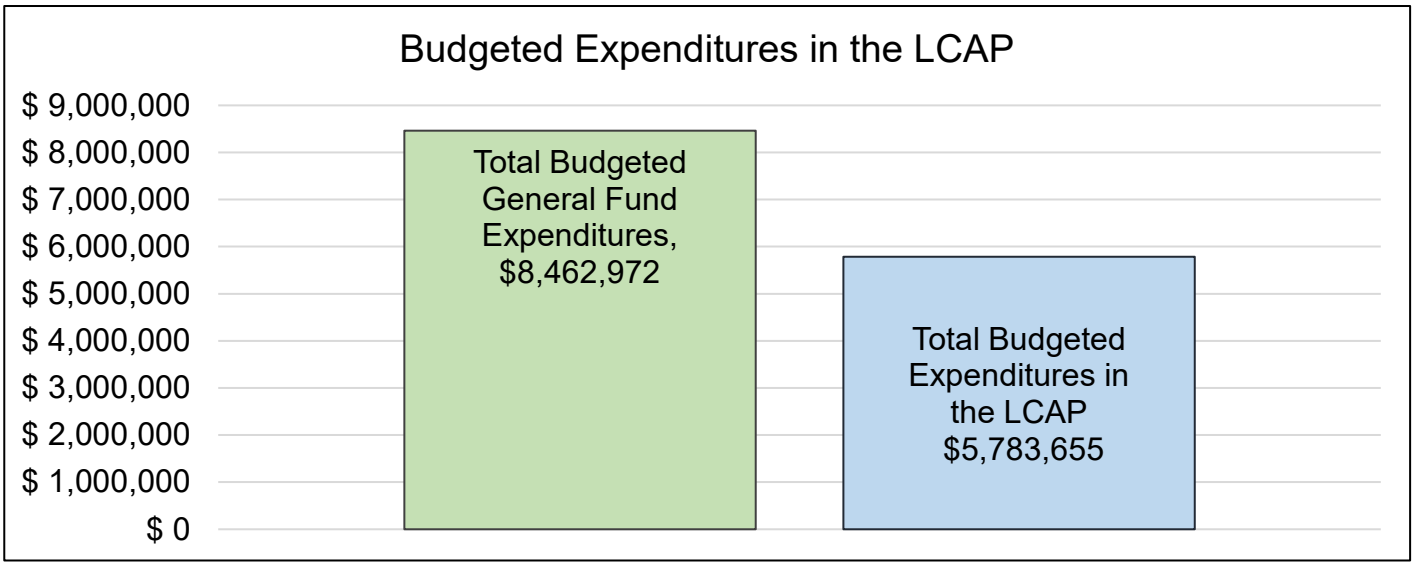
This chart shows the total general purpose revenue Voices College-Bound Language Academy at West Contra Costa expects to receive in the coming year from all sources.

Powered by BoardOnTrack

LCFF Budget Overview for Parents

The text description for the above chart is as follows: The total revenue projected for Voices College-Bound Language Academy at West Contra Costa is $8,506,743.00, of which $5,702,909.00 is Local Control Funding Formula (LCFF), $2,328,422.00 is other state funds, $153,670.00 is local funds, and $321,742.00 is federal funds. Of the $5,702,909.00 in LCFF Funds, $1,207,900.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Voices College-Bound Language Academy at West Contra Costa plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Voices College-Bound Language Academy at West Contra Costa plans to spend $8,462,972.00 for the 2025-26 school year. Of that amount, $5,783,655.00 is tied to actions/services in the LCAP and $2,679,317.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

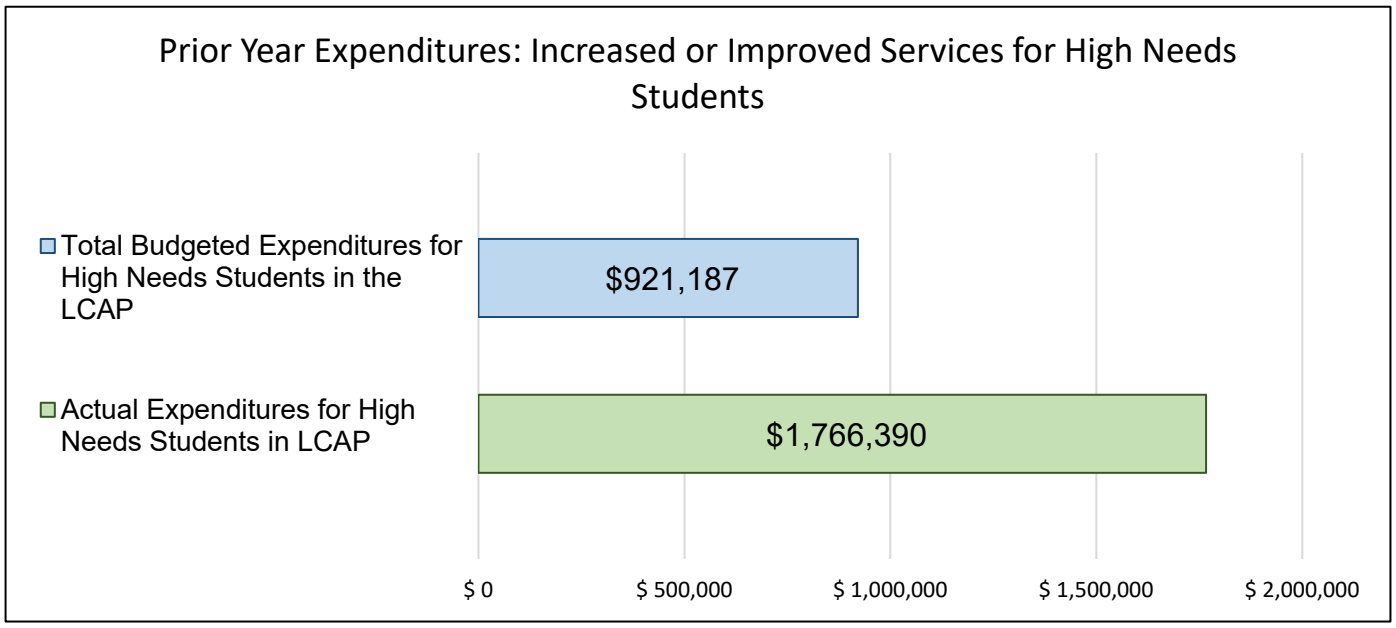
School nutrition, dues and memberships, equipment leases, district oversight fees, legal fees, debt services, business services, accounting fees, and some operational costs.

Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

LCFF Budget Overview for Parents

In 2025-26, Voices College-Bound Language Academy at West Contra Costa is projecting it will receive $1,207,900.00 based on the enrollment of foster youth, English learner, and low-income students. Voices College-Bound Language Academy at West Contra Costa must describe how it intends to increase or improve services for high needs students in the LCAP. Voices College-Bound Language Academy at West Contra Costa plans to spend $1,681,167.00 towards meeting this requirement, as described in the LCAP.

Update on Increased or Improved Services for High Needs Students in 2024-25



This chart compares what Voices College-Bound Language Academy at West Contra Costa budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Voices College-Bound Language Academy at West Contra Costa estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

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LCFF Budget Overview for Parents

The text description of the above chart is as follows: In 2024-25, Voices College-Bound Language Academy at West Contra Costa's LCAP budgeted $921,187.00 for planned actions to increase or improve services for high needs students. Voices College-Bound Language Academy at West Contra Costa actually spent $1,766,390.00 for actions to increase or improve services for high needs students in 2024-25.

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-8 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 2024 reports that in 2023-24, Voices served 290 students with diverse needs and backgrounds: 82.4% socioeconomically disadvantaged ("SED") or low income ("LI") students; 59% of students were English Learners ("ELs"); 6.9% of English Learners were Redesignated Fluent English Proficient ("RFEP"); 16.0% of students with disabilities ("SWD"); 0% Foster Youth ("FY"); and, 0.3% Homeless Youth. As of the 2023-24 school year, enrollment by race and ethnicity at Voices was Hispanic/Latinx (97.9%), Asian (1%), Filipino (0.7%), and African American/Black (0.3%). %). 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, the Charter School addresses specific actions and services for ELs, SED/LI students, and FY to provide equal access to a high-quality program.

Voices College-Bound Language Academy at West Contra Costa is not eligible to be an Equity Multiplier School.

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 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).

ELA Performance

Increase ELA performance overall and for significant subgroups. SBAC ELA performance declined significantly from Spring 2023 to Spring 2024, resulting in a Very Low rating on the 2024 CA School Dashboard. Overall DFS worsened from -54.7 to -104.7, and proficiency dropped from 27.83% to 21.01%. HISP DFS fell from -57.7 to -107.6, with proficiency declining from 27.03% to 20.18%. SED declined from -60 to -103.2 DFS, with proficiency dropping from 27.16% to 21.00%. ELs were especially impacted, with DFS increasing from -59.1 to -115.2 and proficiency dropping from 12.90% to 8.06%. SWDs had a reported DFS of -301.5 in 2024, with too few tested to report a valid percentage. These outcomes reflect an urgent need for targeted reading intervention, ELD support, and differentiated instruction for ELs, SED, and SWDs.

Math Performance

Increase Math performance overall and for significant subgroups. SBAC Math performance declined significantly from Spring 2023 to Spring 2024, resulting in a Very Low rating on the 2024 CA School Dashboard. Overall DFS dropped from -74.7 to -113.9, and proficiency fell from 23.69% to 15.00%. HISP DFS worsened from -76.7 to -117, with proficiency decreasing from 22.73% to 14.78%. SED declined from -77.1 to -110.1 DFS, with a drop in proficiency from 25.00% to 14.85%. ELs experienced a steep decline, with DFS worsening from -75 to -124.9 and proficiency dropping from 13.12% to 7.94%. SWDs had a DFS of -311.2 in 2024, with too few tested to report a valid 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.

English Learner Progress Indicator

Increase ELPI for all ELs. ELPI declined from 2022–23 to 2023–24, resulting in a Very Low rating on the 2024 CA School Dashboard. In 2022–23, 46.4% of ELs were making progress, earning a Low rating per 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 ELD, ensure consistent implementation of ELD strategies across content areas, and provide targeted supports to accelerate language acquisition for ELs.

Chronic Absenteeism Rate

Decrease chronic absenteeism and increase daily attendance overall and for significant subgroups. Chronic absenteeism improved notably from 2022–23 to 2023–24, resulting in a Medium rating on the 2024 CA School Dashboard. Overall rate decreased from 52.8% to 38.4%. HISP improved from 53.9% to 39.3%, ELs from 45.8% to 39.2%, and SED from 48.8% to 37.4%. 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 achievement and calls for sustained family engagement and targeted interventions, especially for SWDs. Voices will continue this decline and will focus specifically on decreasing chronic absenteeism for all students, especially for HISP, ELs, SED, and SWDs by implementing a culture of positive on-time attendance five days per week through incentives, recognition, and awards, enforcing the Attendance Policy via calls, meetings, contracts, letters, and home visits, and implementing a prioritized system based on ADA data.

Suspension Rate

Maintain suspension rate at 1%. Suspension rates increased from 2022–23 to 2023–24, resulting in a High rating on the 2024 CA School Dashboard. In 2022–23, all student groups reported 0%. In 2023–24, overall rate rose to 1.3%, with HISP at 1.4%, ELs at 1.6%, SED at 1.6%, and SWDs at 1.9%. While these rates remain relatively low, the increase highlights the importance of strengthening schoolwide behavior supports, restorative practices, and early intervention systems. Voices is implementing alternatives to suspension including counseling, restorative practices, SEL, classroom behavior support, PD on classroom management, PBIS, and MTSS.

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 has been classified in the Middle Performance Category for Charter Schools across the State by the CDE.

ESSA Assistance Status
Voices has "No Status" for ESSA due to the overall student performance especially in the areas of ELA and Math performance levels.

LCFF Charter School Assistance Status
Voices is in General Assistance based on the 2023 and 2024 California Dashboards similarly to all schools.

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 and 2024 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 2023 and 2024 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 2023 and 2024 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.

The feedback provided by educational partners indicated a need to continue with the Goals, Metrics, and Actions. Specific focus on increasing ELA and Math Performance and English Learner Progress, and reducing Chronic Absenteeism Rate and Suspension Rate.

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. SBAC ELA performance declined significantly from Spring 2023 to Spring 2024, resulting in a Very Low rating on the 2024 CA School Dashboard. Overall DFS worsened from -54.7 to -104.7, and proficiency dropped from 27.83% to 21.01%. HISP DFS fell from -57.7 to -107.6, with proficiency declining from 27.03% to 20.18%. SED declined from -60 to -103.2 DFS, with proficiency dropping from 27.16% to 21.00%. ELs were especially impacted, with DFS increasing from -59.1 to -115.2 and proficiency dropping from 12.90% to 8.06%. SWDs had a reported DFS of -301.5 in 2024, with too few tested to report a valid percentage.

SBAC Math performance declined significantly from Spring 2023 to Spring 2024, resulting in a Very Low rating on the 2024 CA School Dashboard. Overall DFS dropped from -74.7 to -113.9, and proficiency fell from 23.69% to 15.00%. HISP DFS worsened from -76.7 to -117, with proficiency decreasing from 22.73% to 14.78%. SED declined from -77.1 to -110.1 DFS, with a drop in proficiency from 25.00% to 14.85%. ELs experienced a steep decline, with DFS worsening from -75 to -124.9 and proficiency dropping from 13.12% to 7.94%. SWDs had a DFS of -311.2 in 2024, with too few tested to report a valid percentage.

From Spring 2023 to Spring 2024, overall CAST proficiency increased from 6.67% to 21.21%, with notable gains for HISP (7.14% to 21.88%) and SED (8.33% to 26.93%), while ELs remained at 0% and SWD data were not reportable.

ELPI declined from 2022–23 to 2023–24, resulting in a Very Low rating on the 2024 CA School Dashboard. In 2022–23, 46.4% of ELs were making progress, earning a Low rating per 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 ELD, ensure consistent implementation of ELD strategies across content areas, and provide targeted supports to accelerate language acquisition for ELs.

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	Met Annual Target

1.4	SBAC ELA	2022-23 ELA Distance from Standard **Low** 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	2023-24 ELA Distance from Standard **Very Low** 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	Did Not Meet Annual Target of 20 points each year DFS: Overall: **Declined 50 points** HISP: **Declined 49.9 points** SED: **Declined 43.2 points** EL: **Declined 56.1 points** SWD: **Declined 202.8 points** Did Not Meet Annual Target of 5% each year 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 **Low** 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	2023-24 Math Distance from Standard **Very Low** 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	Did Not Meet Annual Target of 20 points each year DFS: Overall: **Declined 39.2 points** HISP: **Declined 40.4 points** SED: **Declined 33 points** EL: **Declined 49.9 points** SWD: **Declined 203.6 points** Did Not Meet Annual Target of 5% each year Meets and Exceeds: 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	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	Exceeded Annual Target of 5% each year 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 19.77% Proficient MAP Data Year: 2023-24 Data Source: Local Assessment Data	No Data on Growth 48.4% Proficient MAP in Fall 2024 30% Proficient IXL in March 2025 Data Year: 2024-25 Data Source: Local Assessment Data		-0.2 Conditional Growth Index (CGI) 50% of students Proficient 50% of students met growth target Data Year: 2026-27 Data Source: Local Assessment Data	Met Annual Target **28.63% Increase on Reading MAP**
1.8	SLA Local Assessment – STAR Reading in Spanish	Not Administered Data Year: 2023-24 Data Source: Local Assessment Data	44% Proficient STAR SLA Data Year: 2024-25 Data Source: Local Assessment Data		SGP 50 - Growth 50% of students Proficient STAR SLA Data Year: 2026-27 Data Source: Local Assessment Data	Unable to Determine
1.9	Math Local Assessment –MAP	44% of students met growth target 27.78% Proficient MAP Data Year: 2023-24 Data Source: Local Assessment Data	No Data on Growth 51.9% Proficient MAP in Fall 2024 26% Proficient IXL in March 2025 Data Year: 2024-25 Data Source: Local Assessment Data		-0.2 Conditional Growth Index (CGI) 50% of students Proficient 50% of students met growth target Data Year: 2026-27 Data Source: Local Assessment Data	Exceeded Annual Target **24.12% Increase on Math MAP**

1.10	EL students making progress toward English Proficiency	ELPI is **Low** for 2023 ELPI is 46.4% Data Year: 2022-23 Data Source: Dashboard 2023	ELPI is **Very Low** for 2024 ELPI is 31.3% 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	Did Not Meet Annual Target **Declined 15.1%**
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	Unable to Determine

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. The Charter School was not fully staffed at the beginning, so the action was partially implemented. The Core Curriculum was implemented, and curriculum was purchased. There needs to be more training on the curriculum. Support for English Learners was implemented and provided growth. Support for Students with Disabilities was implemented and more focus on MTSS will help. Professional Development was partially implemented, but many of the topics still need to be addressed. Technology Infrastructure and Support was implemented, and access points were added. Intervention and Supplemental Materials were implemented and supported the core program. Instructional Coach and Principal was implemented and provided support to each teacher. Associate Teachers were implemented and could benefit from more professional development. Student Services Manager was implemented and organized supports for students. After School Program and Summer School/Intersession was implemented and ensured additional support and access to students. Network Support Infrastructure was implemented and was successful in restructuring policies and procedures. Writing Program was implemented through Lucy Calkins model.

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. The actions that were increased between the budgeted expenditures and estimated actual expenditures were: Implementation of Core Curriculum due to the purchase of new curriculum and Associate Teachers due to needs of the students.

The actions that were decreased between the budgeted expenditures and estimated actual expenditures were: Support for English Learners due to services provided by staff and Professional Development due to missing trainings.

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. The Charter School was not fully staffed at the beginning, so the action was partially effective. The Core Curriculum was effective, and curriculum was purchased. There needs to be more training on the curriculum. Support for English Learners was effective and provided growth. Support for Students with Disabilities was effective and more focus on MTSS will help. Professional Development was partially effective, but many of the topics still need to be addressed. Technology Infrastructure and Support was effective, and access points were added. Intervention and Supplemental Materials were effective and supported the core program. Instructional Coach and Principal was effective and provided support to each teacher. Associate Teachers were effective and could benefit from more professional development. Student Services Manager was effective and organized supports for students. After School Program and Summer School/Intersession was effective and ensured additional support and access to students. Network Support Infrastructure was effective and was successful in restructuring policies and procedures. Writing Program was effective through Lucy Calkins model.

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.	[$1,573,353]	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.	[$160,293]	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.	[$104,098]	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.	[$891,160	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 Provide in-depth professional development for teachers in the summer. Topics may include: • Understanding of Charter, Mission, Vision, and Core Values • Academic Program	[$67,330]	Yes

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		• 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.	[$81,472]	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, IXL, 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.	[$22,868]	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.	[$266,942]	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.	[$474,188] 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.	[$94,116]	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.	[$601,389]	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.	[$899,081]	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.	[$2,000]	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 90.58%. Chronic absenteeism improved notably from 2022–23 to 2023–24, resulting in a Medium rating on the 2024 CA School Dashboard. Overall rate decreased from 52.8% to 38.4%. HISP improved from 53.9% to 39.3%, ELs from 45.8% to 39.2%, and SED from 48.8% to 37.4%. SWDs also improved from 57.8% to 50%, though their rate remains significantly higher than average.

Suspension rates increased from 2022–23 to 2023–24, resulting in a High rating on the 2024 CA School Dashboard. In 2022–23, all student groups reported 0%. In 2023–24, overall rate rose to 1.3%, with HISP at 1.4%, ELs at 1.6%, SED at 1.6%, and SWDs at 1.9%.

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	90.58% Data Year: 2024-25 Data Source: P-2 Report		96% Data Year: 2026-27 Data Source: P-2 Report	Did Not Meet Annual Target **Increased 1.03%**
2.3	Chronic Absenteeism Rate	**Medium** All: 52.8% HISP: 53.9% EL: 45.8% SED: 48.8% SWD: 57.8% Data Year: 2022-23 Data Source: Dashboard 2023	**Medium** All: 38.4% 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 2026	Making Progress 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	Met Target

2.5	Suspension Rate	**Very Low** All: 0% HISP: 0% EL: 0% SED: 0% SWD: 0% Data Year: 2022-23 Data Source: Dashboard 2023	**High** All: 1.3% 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 2026	Did Not Meet Target 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	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 Provided Data Year: 2023-24 Data Source: Local Data	Supportive Relationships 85% Grades 3-5 85% Grades 6-8 Student/Teacher Relationships 73% Grades 3-5 59% Grades 6-8 Sense of Belonging 59% Grades 3-5 46% Grades 6-8 School Safety 56% Grades 3-5 44% Grades 6-8 Data Year: 2024-25 Data Source: Local Data-Panorama		80% Data Year: 2026-27 Data Source: Local Data	On Track Grades 3–5 demonstrated strength in Supportive Relationships (85%) and Student/Teacher Relationships (73%), though lower results in Sense of Belonging (59%) and School Safety (56%) suggest areas for improvement in emotional and physical security. Grades 6–8 also showed strong Supportive Relationships (85%), but weaker outcomes in Student/Teacher Relationships (59%), Sense of Belonging (46%), and School Safety (44%) highlight the need for targeted support to foster trust, inclusion, and safety.

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. Field Trips were implemented, and students had real world experience. Student Health was implemented, and screenings took place. School Supplies were implemented and provided needed supplies to students. Safe, Clean Facilities were implemented. Positive School Climate and Culture was implemented with attendance incentives. Attendance Support was implemented, and attendance has improved. Enrichment Activities and Advisory Curriculum were implemented, and many opportunities were provided to students like Debate Club and Social Justice Club. Middle School Culture was implemented, and it has improved. Dean of Culture was implemented and supported the Charter School culture. School Counselor was implemented, but came from an outside service provider.

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. The actions that were increased between the budgeted expenditures and estimated actual expenditures were: Positive School Climate and Culture due to needs for building the school community and Middle School Culture due to activities planned by the student council.

The actions that were decreased between the budgeted expenditures and estimated actual expenditures were: Safe, Clean Facilities due to only few updates to the property and School Counselor due to not having position filled all year.

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. Field Trips were effective, and students had real world experience. Student Health was effective, and screenings took place. School Supplies were effective and provided needed supplies to students. Safe, Clean Facilities were effective. Positive School Climate and Culture was effective with attendance incentives. Attendance Support was effective, and attendance has improved. Enrichment Activities and Advisory Curriculum were effective, and many opportunities were provided to students like Debate Club and Social Justice Club. Middle School Culture was effective, and it has improved. Dean of Culture was effective and supported the Charter School culture. School Counselor was effective but came from an outside service provider.

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.	[$55,550]	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.	[$2,121]	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.	[$41,126]	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.	[$168,531]	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.	[$23,735]	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.	[$3,500]	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.	[$35,350]	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.	[$15,150]	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.	[$108,074]	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.	[$83,138]	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 2023	Full Implementation Data Year: 2023-24 Data Source: Dashboard 2024		Full Implementation and Sustainability Data Year: 2025-26 Data Source: Dashboard 2026	On Track Increased one level
3.2	English Learner Advisory Committee	4 Meetings per Year Data Year: 2023-24 Data Source: Local Data	4 Meetings per Year Data Year: 2024-25 Data Source: Local Data		4 Meetings per Year Data Year: 2026-27 Data Source: Local Data	Met Target
3.3	Parent Survey	69% of parents/guardians responded favorably Data Year: 2023-24 Data Source: Local Data - Panorama	School Safety – 80% School Climate – 82% Data Year: 2024-25 Data Source: Local Data - Panorama		School Safety – 80% School Climate – 80% Data Year: 2026-27 Data Source: Local Data	School Safety – Met Target School Climate – Met Target

3.4	Teacher/Staff Survey	Not Provided Data Year: 2023-24 Data Source: Local Data - Panorama	School Climate 73%-Staff 77%-Teachers Respectful Relationships 75%-Staff 85%-Teachers Positive Working Environment 69%-Staff 69%-Teachers Data Year: 2024-25 Data Source: Local Data - Panorama		School Climate 80%-Staff 80%-Teachers Respectful Relationships 80%-Staff 80%-Teachers Positive Working Environment 80%-Staff 80%-Teachers Data Year: 2026-27 Data Source: Local Data - Panorama	Did Not Meet Target Staff reported strengths in School Climate (73%) and Respectful Relationships (75%), though a lower Positive Working Environment rating (69%) indicates room for improving day-to-day staff experiences. Teachers showed strong Respectful Relationships (85%) and School Climate (77%), but the consistent 69% rating for Positive Working Environment suggests a shared need for greater workplace support.
3.5	Parent Education Workshops	1 Meeting per Year Data Year: 2023-24 Data Source: Local Data	3 Meetings per Year Data Year: 2024-25 Data Source: Local Data		6 Meetings per Year Data Year: 2026-27 Data Source: Local Data	Did Not Meet Target

3.6	Project/Portfolio Presentations	2 Meetings per Year Data Year: 2023-24 Data Source: Local Data	5 Meetings per Year Data Year: 2024-25 Data Source: Local Data		2 per year Data Year: 2026-27 Data Source: Local Data	Met Annual Target

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. Parent and Community Engagement and Advisory were implemented, and parents are beginning to take ownership of engagement. Parent Academy was implemented and provided workshops. Parent Communication was implemented and increased parent engagement.

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.

The actions that were decreased between the budgeted expenditures and estimated actual expenditures were: Parent Academy due to few costs associated with workshops and Parent Communication due to reduced costs associated with platforms.

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. Parent and Community Engagement and Advisory were effective, and parents are beginning to take ownership of engagement. Parent Academy was effective and provided workshops. Parent Communication was effective and increased parent engagement.

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.	[$2,020]	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.	[$5,555]	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.	[$1,515]	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for 2025-26

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$1,207,900	$102,994

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
28%	0%	$0	28%

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	2024 CA Dashboard indicated that Voices students are underperforming in ELA and Math, overall and by significant subgroups. SBAC ELA performance declined significantly from Spring 2023 to Spring 2024, resulting in a Very Low rating on the 2024 CA School Dashboard. Overall DFS worsened from -54.7 to -104.7, and proficiency dropped from 27.83% to 21.01%. HISP DFS fell from -57.7 to -107.6, with proficiency declining from 27.03% to 20.18%. SED declined from -60 to -103.2 DFS, with proficiency dropping from 27.16% to 21.00%. ELs were especially impacted, with DFS increasing from -59.1 to -115.2 and proficiency dropping from 12.90% to 8.06%. SWDs had a reported DFS of -301.5 in 2024, with too few tested to report a valid percentage. SBAC Math performance declined significantly from Spring 2023 to Spring 2024, resulting in a Very Low rating on the 2024 CA School Dashboard. Overall DFS dropped from -74.7 to -113.9, and proficiency fell from 23.69% to 15.00%. HISP DFS worsened from -76.7 to -117, with proficiency decreasing from 22.73% to 14.78%. SED declined from -77.1 to -110.1 DFS, with a drop in proficiency from 25.00% to 14.85%. ELs experienced a steep decline, with DFS worsening from -75 to -124.9 and proficiency dropping from 13.12% to 7.94%. SWDs had a DFS of -311.2 in 2024, with too few tested to report a valid percentage. From Spring 2023 to Spring 2024, overall CAST proficiency increased from 6.67% to 21.21%, with notable gains for HISP (7.14% to 21.88%) and SED (8.33% to 26.93%), while ELs remained at 0% and SWD data were not reportable	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	2024 CA Dashboard indicated that Voices is improving in chronic absenteeism but not suspension rates. In order to ensure students' social emotional health and school connectedness remains high, Voices will continue to prioritize these areas. The School Attendance Rate is 90.58%. Chronic absenteeism improved notably from 2022–23 to 2023–24, resulting in a Medium rating on the 2024 CA School Dashboard. Overall rate decreased from 52.8% to 38.4%. HISP improved from 53.9% to 39.3%, ELs from 45.8% to 39.2%, and SED from 48.8% to 37.4%. SWDs also improved from 57.8% to 50%, though their rate remains significantly higher than average. Suspension rates increased from 2022–23 to 2023–24, resulting in a High rating on the 2024 CA School Dashboard. In 2022–23, all student groups reported 0%. In 2023–24, overall rate rose to 1.3%, with HISP at 1.4%, ELs at 1.6%, SED at 1.6%, and SWDs at 1.9%.	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

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3.2	2024 CA Dashboard indicated that Voices students are underperforming in ELA and Math, overall and by significant subgroups. 2024 CA Dashboard indicated that Voices is improving in chronic absenteeism but not suspension rates. In order to ensure students' social emotional health and school connectedness remains high, Voices will continue to prioritize these areas.	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	ELPI declined from 2022–23 to 2023–24, resulting in a Very Low rating on the 2024 CA School Dashboard. In 2022–23, 46.4% of ELs were making progress, earning a Low rating per DataQuest ELPAC Summative results. In 2023–24, the percentage dropped to 31.3%, significantly below the state average of 45.7%.	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.

Voices is a single school LEA with a greater than 55% unduplicated pupil population that will use the additional concentration grant add-on funding to increase the number of staff providing direct services to students through the following actions: 1.3 – Support for English Learners; 1.7 – Interventions for struggling students; 1.9 – Associates Teachers; 1.10 – Student Services Manager; 1.11 After School Program and Summer School/Intersession; 2.9 – Dean of Culture; and 2.10 - School Counselor to support students' social emotional well-being schoolwide.

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

2025-26 Total Planned Expenditures Table

LCAP Year (Input)	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
2025-26	$ 4,288,735	$ 1,207,900	28.000%	0.000%	28.000%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$ 5,702,909	$ 2,328,422	$ 153,670	$ 321,742	$ 5,783,655.00	$ 4,525,140	$ 1,258,515

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1	Appropriately Staff School	All	No	Schoolwide	N/A	Voices	2025-26	$ 1,573,353	$ -	$ 1,573,353		$ -	$ -	$ 1,573,353	0.000%
1	2	Implementation of Core Curriculum	All	No	Schoolwide	N/A	Voices	2025-26		$ 160,293	$ 160,293		$ -	$ -	$ 160,293	0.000%
1	3	Support for English Learners	EL	Yes	Limited	English Learners	Voices	2025-26	$ 100,119	$ 3,979	$ 100,119		$ -	$ 3,979	$ 104,098	0.000%
1	4	Support for Students with Disabilities	SWD	No	Limited	N/A	Voices	2025-26	$ 723,373	$ 167,787	$ 550,454	$ 288,747	$ -	$ 51,959	$ 891,160	0.000%
1	5	Professional Development	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 41,820	$ 25,510	$ 59,607		$ -	$ 7,723	$ 67,330	0.000%
1	6	Technology Infrastructure and Support	All	No	Schoolwide	N/A	Voices	2025-26	$ 17,158	$ 64,314	$ 81,472		$ -	$ -	$ 81,472	0.000%
1	7	Intervention and Supplemental Materials	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 22,868	$ 22,868	$ -	$ -		$ 22,868	0.000%
1	8	Instructional Coach and Principal	All	No	Schoolwide	N/A	Voices	2025-26	$ 266,942	$ -	$ 266,942		$ -	$ -	$ 266,942	0.000%
1	9	Associate Teachers	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 474,188	$ -	$ 474,188		$ -	$ -	$ 474,188	0.000%
1	10	Student Services Manager	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 94,116	$ -	$ 94,116		$ -		$ 94,116	0.000%
1	11	After School Program and Summer School	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 135,860	$ 465,529	$ 90,529	$ 510,860	$ -	$ -	$ 601,389	0.000%
1	12	Network Support Infrastructure	All	No	Schoolwide	N/A	Voices	2025-26	$ 899,081	$ -	$ 899,081	$ -	$ -	$ -	$ 899,081	0.000%
2	1	Field Trips	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 55,550	$ 55,550		$ -		$ 55,550	0.000%
2	2	Student Health	All	No	Schoolwide	N/A	Voices	2025-26		$ 2,121	$ 2,121	$ -		$ -	$ 2,121	0.000%
2	3	School Supplies	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 41,126	$ 41,126	$ -	$ -	$ -	$ 41,126	0.000%
2	4	Safe, Clean Facilities	All	No	Schoolwide	N/A	Voices	2025-26	$ 7,918	$ 160,613	$ 80,828	$ 87,703			$ 168,531	0.000%
2	5	Positive School Climate and Culture	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 23,735	$ 23,735	$ -	$ -	$ -	$ 23,735	0.000%
2	6	Attendance Support	All	No	Schoolwide	N/A	Voices	2025-26		$ 3,500	$ 3,500	$ -		$ -	$ 3,500	0.000%
2	7	Enrichment Activities and Advisory Curriculum	All	No	Schoolwide	N/A	Voices	2025-26		$ 35,350	$ 35,350				$ 35,350	0.000%
2	8	Middle School Culture	All	No	Schoolwide	N/A	Voices	2025-26		$ 15,150	$ 15,150	$ -			$ 15,150	0.000%
2	9	Dean of Culture	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 108,074	$ -	$ 81,056	$ 27,018	$ -	$ -	$ 108,074	0.000%
2	10	School Counselor	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26	$ 83,138	$ -	$ 83,138		$ -		$ 83,138	0.000%
3	1	Parent and Community Engagement and Advisory	All	No	Schoolwide	N/A	Voices	2025-26		$ 2,020	$ 2,020	$ -		$ -	$ 2,020	0.000%
3	2	Parent Academy	EL, FY, LI	Yes	Schoolwide	All	Voices	2025-26		$ 5,555	$ 5,555	$ -		$ -	$ 5,555	0.000%
3	3	Parent Communication	All	No	Schoolwide	N/A	Voices	2025-26		$ 1,515	$ 1,515	$ -		$ -	$ 1,515	0.000%
1	13	Writing Program	All	No	Schoolwide	N/A	Voices	2025-26		$ 2,000	$ 2,000	$ -		$ -	$ 2,000	0.000%

2025-26 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
$ 4,288,735	$ 1,207,900	28.000%	0.000%	28.000%	$ 1,681,167	0.000%	39.200%	**Total:**	$ 1,681,167
								LEA-wide Total:	$ -
								Limited Total:	$ 104,098
								Schoolwide Total:	$ 1,577,069

Goal #	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1	Appropriately Staff School	No	Schoolwide		Voices	$ -	0.000%
1	2	Implementation of Core Curriculum	No	Schoolwide		Voices	$ -	0.000%
1	3	Support for English Learners	Yes	Limited	English Learners	Voices	$ 104,098	0.000%
1	4	Support for Students with Disabilities	No	Limited		Voices	$ -	0.000%
1	5	Professional Development	Yes	Schoolwide	All	Voices	$ 67,330	0.000%
1	6	Technology Infrastructure and Support	No	Schoolwide		Voices	$ -	0.000%
1	7	Intervention and Supplemental Materials	Yes	Schoolwide	All	Voices	$ 22,868	0.000%
1	8	Instructional Coach and Principal	No	Schoolwide		Voices	$ -	0.000%
1	9	Associate Teachers	Yes	Schoolwide	All	Voices	$ 474,188	0.000%
1	10	Student Services Manager	Yes	Schoolwide	All	Voices	$ 94,116	0.000%
1	11	After School Program and Summer School	Yes	Schoolwide	All	Voices	$ 601,389	0.000%
1	12	Network Support Infrastructure	No	Schoolwide		Voices	$ -	0.000%
2	1	Field Trips	Yes	Schoolwide	All	Voices	$ 55,550	0.000%
2	2	Student Health	No	Schoolwide		Voices	$ -	0.000%
2	3	School Supplies	Yes	Schoolwide	All	Voices	$ 41,126	0.000%
2	4	Safe, Clean Facilities	No	Schoolwide		Voices	$ -	0.000%
2	5	Positive School Climate and Culture	Yes	Schoolwide	All	Voices	$ 23,735	0.000%
2	6	Attendance Support	No	Schoolwide		Voices	$ -	0.000%
2	7	Enrichment Activities and Advisory Curricul	No	Schoolwide		Voices	$ -	0.000%
2	8	Middle School Culture	No	Schoolwide		Voices	$ -	0.000%
2	9	Dean of Culture	Yes	Schoolwide	All	Voices	$ 108,074	0.000%
2	10	School Counselor	Yes	Schoolwide	All	Voices	$ 83,138	0.000%
3	1	Parent and Community Engagement and A	No	Schoolwide		Voices	$ -	0.000%
3	2	Parent Academy	Yes	Schoolwide	All	Voices	$ 5,555	0.000%
3	3	Parent Communication	No	Schoolwide		Voices	$ -	0.000%
1	13	Writing Program	No	Schoolwide		Voices	$ -	0.000%

2024-25 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	$ 5,570,796.00	$ 4,897,005.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1	Appropriately Staff School	No	$ 1,192,716	$ 1,096,625
1	2	Implementation of Core Curriculum	No	$ 30,851	$ 112,900
1	3	Support for English Learners	Yes	$ 89,724	$ 3,700
1	4	Support for Students with Disabilities	No	$ 962,398	$ 877,950
1	5	Professional Development	Yes	$ 161,000	$ 77,600
1	6	Technology Infrastructure and Support	No	$ 88,675	$ 90,500
1	7	Intervention and Supplemental Materials	Yes	$ 23,000	$ 22,641
1	8	Instructional Coach and Principal	No	$ 255,673	$ 258,827
1	9	Associate Teachers	Yes	$ 342,375	$ 630,730
1	10	Student Services Manager	Yes	$ 89,559	$ 90,512
1	11	After School Program and Summer School	Yes	$ 688,680	$ 663,440
1	12	Network Support Infrastructure	No	$ 474,539	$ 473,237
2	1	Field Trips	Yes	$ 55,000	$ 55,000
2	2	Student Health	No	$ 2,100	$ 2,100
2	3	School Supplies	Yes	$ 33,670	$ 37,989
2	4	Safe, Clean Facilities	No	$ 808,336	$ 153,976
2	5	Positive School Climate and Culture	Yes	$ 10,500	$ 15,000
2	6	Attendance Support	No	$ 3,000	$ 3,500
2	7	Enrichment Activities and Advisory Curriculum	No	$ 20,000	$ 20,500
2	8	Middle School Culture	No	$ 5,000	$ 10,000
2	9	Dean of Culture	Yes	$ 100,000	$ 108,074
2	10	School Counselor	Yes	$ 90,000	$ 59,704
3	1	Parent and Community Engagement and Advisory	No	$ 5,000	$ 5,500

3	2	Parent Academy	Yes	$ 5,000	$ 2,000
3	3	Parent Communication	No	$ 14,000	$ 5,000
1	13	Writing Program	No	$ 20,000	$ 20,000

2024-25 Contributing Actions Annual Update Table

6. Estimated Actual LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Actual Percentage of Improved Services (%)	Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
$ 917,285	$ 921,187	$ 1,766,390	$ (845,203)	0.000%	0.000%	0.000% - No Difference

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1	Appropriately Staff School	No	$ -		0.000%	0.000%
1	2	Implementation of Core Curriculum	No	$ -		0.000%	0.000%
1	3	Support for English Learners	Yes	$ 86,924	$ 3,700	0.000%	0.000%
1	4	Support for Students with Disabilities	No	$ -		0.000%	0.000%
1	5	Professional Development	Yes	$ 142,532	$ 77,600	0.000%	0.000%
1	6	Technology Infrastructure and Support	No	$ -		0.000%	0.000%
1	7	Intervention and Supplemental Materials	Yes	$ 23,000	$ 22,641	0.000%	0.000%
1	8	Instructional Coach and Principal	No	$ -		0.000%	0.000%
1	9	Associate Teachers	Yes	$ 206,333	$ 630,730	0.000%	0.000%
1	10	Student Services Manager	Yes	$ 89,559	$ 90,512	0.000%	0.000%
1	11	After School Program and Summer School	Yes	$ 103,669	$ 663,440	0.000%	0.000%
1	12	Network Support Infrastructure	No	$ -		0.000%	0.000%
2	1	Field Trips	Yes	$ 55,000	$ 55,000	0.000%	0.000%
2	2	Student Health	No	$ -		0.000%	0.000%
2	3	School Supplies	Yes	$ 33,670	$ 37,989	0.000%	0.000%
2	4	Safe, Clean Facilities	No	$ -		0.000%	0.000%
2	5	Positive School Climate and Culture	Yes	$ 10,500	$ 15,000	0.000%	0.000%
2	6	Attendance Support	No	$ -		0.000%	0.000%
2	7	Enrichment Activities and Advisory Curriculum	No	$ -		0.000%	0.000%
2	8	Middle School Culture	No	$ -		0.000%	0.000%
2	9	Dean of Culture	Yes	$ 75,000	$ 108,074	0.000%	0.000%
2	10	School Counselor	Yes	$ 90,000	$ 59,704	0.000%	0.000%
3	1	Parent and Community Engagement and Advisory	No	$ -		0.000%	0.000%
3	2	Parent Academy	Yes	$ 5,000	$ 2,000	0.000%	0.000%
3	3	Parent Communication	No	$ -		0.000%	0.000%
1	13	Writing Program	No	$ -		0.000%	0.000%

2024-25 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
$ 3,331,647	$ 917,285	0.000%	27.532%	$ 1,766,390	0.000%	53.019%	$0.00 - No Carryover	0.00% - No Carryover

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 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

Approval of Company Resolutions and Treasury Management Services Agreement with Heritage Bank of Commerce.

Section:	III. Board Business: Discussion / Action Items
Item:	F. Approval of Company Resolutions and Treasury Management Services Agreement with Heritage Bank of Commerce.
Purpose:	Vote
Submitted by:	
Related Material:	Voices College-Bound Language Academies ACH Users.pdf Voices College-Bound Language Academies ACH R&R.pdf VCBLA Enroll Form TM Resolution.pdf

HERITAGE BANK OF COMMERCE

Treasury Management Services

Automated Clearing House (ACH)

Access Setup Form

Client Name: Voices College-Bound Language Academies ☒ New ☐ Revised: _____

	Authorized User #1	Authorized User #2
Name (First & Last)	Silvia Diaz	Jaime Mata
Phone Number	707-843-8048	703-475-2341
Email Address	sdiaz@voicescharterschool.com	jmata@voicescharterschool.com
Optional: ACH User Daily Limit (if less than client's approved limit)		
Create ACH Files	☒ Yes ☐ No	☒ Yes ☐ No
Optional: User is restricted to the following Authorized Accounts (Last 4 Digits of each)		
Optional: Import ACH Files	☐ Yes ☒ No	☐ Yes ☒ No
Approve ACH Files	☒ Yes ☐ No	☒ Yes ☐ No

	Authorized User #3	Authorized User #4
Name (First & Last)	Aldo Ramirez	
Phone Number	760-508-5590	
Email Address	aldoramirez@voicescharterschool.com	
Optional: ACH User Daily Limit (if less than client's approved limit)		
Create ACH Files	☒ Yes ☐ No	☐ Yes ☐ No
Optional: User is restricted to the following Authorized Accounts (Last 4 Digits of each)		
Optional: Import ACH Files	☐ Yes ☒ No	☐ Yes ☐ No
Approve ACH Files	☒ Yes ☐ No	☐ Yes ☐ No

Primary Contact: Client designates the following person as the primary contact for ACH Return notifications:

Name (First & Last): Silvia Diaz

Phone: 707-843-8048 Email: sdiaz@voicescharterschool.com

CLIENT:

_____

Signature of Authorized Signer

(as designated on the Resolutions page)

Aldo Ramirez

Print Name

_____

Title

_____

Date

(For Bank Use Only)

Entered By:_____ Date:_____ Reviewed By:_____ Date: _____

Rev. 12/2023

HERITAGE BANK OF COMMERCE

Treasury Management Services

ACH Requirements and Recommendations

Client Name: Voices College-Bound Language Academies

ACH Daily Credit Limit: $ 15,000 **ACH Daily Debit Limit:** $ 0

As a user of the Heritage Bank of Commerce Automated Clearing House (ACH) Service*, you are required to comply with the terms of use as detailed in the Heritage Bank of Commerce Treasury Management Services Agreement & Disclosure. By executing this acknowledgement of ACH Requirements and Recommendations, you certify the following:

Compliance with the ACH Service Agreement:

- Client agrees to follow National Automated Clearing House Association (NACHA) Operating Rules & Guidelines and keep up to date with rule changes each year. The NACHA Operating Rules & Guidelines can be purchased at https://www.nacha.org.
- Originate transactions only if they have been authorized by the receiver.
- Ensure accuracy in routing and account number information to avoid unnecessary returns.
- Maintain a copy of the debt/credit authorization for two (2) years from the termination or revocation date.
- Submit ACH entries two (2) days prior to the effective date for credits and one (1) day prior to the effective date for debits.
- Do not submit entries using a Standard Entry Class Code other than those agreed upon or established by the Bank.
- Do not submit a live entry within three (3) banking days of a pre-notification entry.
- Make specified changes within six (6) banking days of a Notification of Change (NOC) prior to originating another entry.
- Maintain sufficient collected balances in designated offset bank account for entries to settle on the effective date.
- For tax payment entries, client must be pre-enrolled with the Federal and/or State taxing authorities prior to origination.
- Notify the Bank if company originations are on behalf of a 3rd Party.

Initial _____

Effective Access Controls:

- Provide each ACH User with their own unique Username and Password for system access.
- Review your user list periodically to ensure it is up-to-date with employees and their responsibilities.

Initial _____

Computer System Security:

- Subscribe to an anti-virus software service and act promptly on notifications of updates.
- Educate employees on how to recognize and report fraud schemes and other suspicious activity, especially those that target businesses.

Initial _____

In addition to the above, Heritage Bank of Commerce strongly recommends the following Best Practices:

Employee Oversight:

- Perform background checks on prospective employees.
- Provide written procedures for daily processing of receivables and on-going training for all employees.
- Ensure ample staff are trained to provide coverage as needed to prevent a delay in the ability to originate and/or approve transactions.
- Assign the processing of ACH payments and the reconciliation of Bank statements to different employees.
- Perform a daily reconciliation between accounts receivable and ACH processing.

Initial _____

Computer Infrastructure:

- Maintain a current data security policy and procedures for computer usage.
- Update your operating system with published patches.

Initial _____

By signing below, you confirm your understanding of, and agreement to, the information, instructions and requirements provided above regarding the proper use of the Heritage Bank of Commerce ACH Service.

Authorized Company Representative: _____ **Date:** _____

**Client agrees that the executed version of this document may be received and retained by the Bank in electronic form. Client agrees not to contest the authorization for, or validity or enforceability of, the Bank's electronic records and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Client agrees that the Bank's electronic records and "signed" documents, including a paper copy of the same, if introduced as evidence in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon the Bank's request, Client agrees to manually sign or place Client's signature on any paper original of any record or "signed" document which the Bank provides to Client containing Client's purported signature.*

Revised 12/2023

HERITAGE BANK OF COMMERCE

Treasury Management Services
Enrollment Form

☐ New ☒ Revised: Adding ACH Limited

Client Name Voices College-Bound Language Academies Tax ID (Last 4 Digits) 1060

This Heritage Bank of Commerce Treasury Management Services Enrollment Form ("Enrollment Form") is entered into by and between Heritage Bank of Commerce ("Bank") and the Client named above. This Enrollment Form is used in conjunction with the Treasury Management Services Agreement and Disclosure (the "TMS Agreement"). Client acknowledges receipt of a copy of the TMS Agreement, which is by this reference incorporated herein. Client agrees to the terms and conditions of this Enrollment Form and of the TMS Agreement. Client also agrees to the terms and conditions of any applicable "Other Agreements" (as defined in the TMS Agreement). Capitalized terms used in this Enrollment Form have the meaning given to them in the TMS Agreement, unless otherwise specified.

THE TMS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. THE PARTIES UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHT TO A JURY TRIAL, OR A TRIAL BEFORE A JUDGE IN A PUBLIC COURT. The Arbitration Clause is set forth in Part C, Section 9 of the TMS Agreement.

Services Enrolled In and Approved For (Check All That Apply):

☒ **Commercial Online Banking**	☐ **Small Business Online Banking**
☒ Business Online Banking	☐ Business Online Banking
☒ Mobile App with Mobile Deposit	☐ Mobile App with Mobile Deposit
☐ Business Bill Pay	☐ Business Bill Pay
☒ Wires: ☒ Domestic ☐ Foreign	☐ Wires (Domestic)
☐ Remote Deposit	☐ Remote Deposit
☒ ACH Origination: ☒ Credits ☐ Debits	
☒ Positive Pay: ☒ Check* ☐ ACH**	
☐ Balance Reporting	
☐ Lockbox	
☐ SFTP Pickup / Delivery	

***Check Positive Pay Default:** ☒ Return ☐ Pay Accounts: 8775, 6344, 6715

****ACH Positive Pay Default:** ☐ Return Accounts: _____

All accounts associated with the above named entity or any accounts associated within the Multi Access Agreement may be automatically added to enrolled Services.

Fee Account: Client designates Account # 8875 (Last 4 Digits) as the charge account for fees related to Heritage Direct Business Online Banking.

Account Type/Program (Select Only One): ☐ Standard ☐ Business Bundle ☒ Legacy (Non-Profit) ☐ HOA

Administrator Level User Information: The Client must designate at least one Administrator Level User ("Administrator"). Client understands and accepts the additional risks associated with Client designating an Administrator with the authority to enable an Authorized User (including any Administrator) to utilize the Services even though the Authorized User may not be an authorized signer on the Accounts. Such risks include, without limitation, the theft or misappropriation of Client's funds or other losses.

Client Designated Administrator(s): Client hereby designates the following person(s) as Administrator(s):

Primary Administrator Name (First & Last): Aldo Ramirez Direct Phone: 760-508-5590
E-Mail Address: aldoramirez@voicescharterschool.com Cell Phone: 760-508-5590

(Optional) 2nd Administrator Name (First & Last): Jaime Mata Direct Phone: 703-475-2341
E-Mail Address: jmata@voicescharterschool.com Cell Phone: _____

(Optional) 3rd Administrator Name (First & Last): _____ Direct Phone: _____
E-Mail Address: _____ Cell Phone: _____

Bank requires the use of:

- **Login ID / Password**: an individual Logon ID and Password to access Heritage Direct Business Online Banking
- **Out of Band Authentication**: Client may be required to use the Bank's Out of Band Authentication process.
- **Dual Control**: Client will be required to utilize dual security when initiating Wire Transfer or ACH Requests. Dual Security will require one Authorized User to sign into Direct Business Online Banking and via Direct Business Online Banking initiate a Request, and a second Authorized User to sign in and verify and release the Request submitted by the Authorized User who initiated the Request.

Additional Security Procedure Selection – APPLICABLE FOR ONLINE WIRES ONLY:

Client may select additional Wire Security Procedures listed on Exhibit A (additional fees may apply), or opt out of additional Security Procedures immediately below:

____ (initial) OPT OUT OF ADDITIONAL WIRE SECURITY PROCEDURES

By opting out, the "default" procedure will be to rely solely on the individual Logon ID, Password, Out of Band Authentication (when applicable), and Dual Security, and will be deemed to be Client's "selected" Security Procedure. By initialing to opt out of additional Security Procedures, Client also acknowledges having received and reviewed the additional Security Procedure options provided in Exhibit A.

Authorized Execution of this Enrollment Form and TMS Agreement

Bank may request any person signing below on behalf of Client to provide evidence to the Bank of that person's authority to execute this Enrollment Form on behalf of the Client. Anyone signing on behalf of a Client does so in his, her or its capacity as: (a) a general partner of the Client, if the Client is a partnership; (b) a member or manager of the Client, if the Client is a limited liability company managed by its members or by managers, as appropriate; (c) a duly authorized officer or agent of the Client, if the Client is a corporation; or (d) a duly authorized agent of Client, if the Client is other than the foregoing. This Enrollment Form, and therefore the TMS Agreement also, is entered into by and between Heritage Bank of Commerce and the Client as of the date of acceptance by the Bank.

Except to the extent provided otherwise in this Enrollment, this Enrollment will apply to Client's current and future accounts and changes to this Enrollment, including dollar limits, may be made by Heritage Bank of Commerce by providing notice to Client in writing or electronically. Heritage Bank of Commerce will not be required to obtain Client's signature to affect future changes to this Enrollment. **Each person signing this Enrollment Form personally and in their individual capacity:** (a) represents and warrants that (i) he, she or it has the authority to enter into, execute and deliver this Enrollment Form and the TMS Agreement on behalf of the Client, and (ii) when executed and delivered, the Enrollment Form and the TMS Agreement will be valid and binding on Client, enforceable against Client in accordance with their terms; and (b) agrees to indemnify, defend and hold Bank harmless from any costs, harm, damage or other loss (including reasonable attorney's fees and costs) incurred by Bank due to or arising in connection with any breach of these representations and warranties or any challenge to them.

FOR CLIENT:	**FOR BANK**:
_____	_____
Signature of Authorized Signer (As designated on the Resolutions page)	Signature of Authorized Signer (Accepted for Heritage Bank of Commerce)
Aldo Ramirez Print Name	Print Name
Title	Title
Date	Date

(For Bank Use Only)

Entered By:_____ Date:_____ Reviewed By:_____ Date: _____

Exhibit A
Additional Security Procedures Selection
Wire Services

Bank requires the use of an individual Company ID, Logon ID and Password to access the Heritage Direct Business Online Banking. Client will be required to utilize dual security when initiating Wire Transfer Requests. Dual Security will require one Authorized User to sign into Heritage Direct Business Online Banking and via Direct Business Online Banking initiate a Request, and a second Authorized User to sign in and verify and release the Request submitted by the Authorized User who initiated the Request. Client may still select at least one of the following additional security options (if no selection is indicated, the "default" procedure will be to rely solely on the individual Company ID, Logon ID, and Password, Out of Band Authentication (when applicable), & Dual Security (Wire Transfers) and will be deemed to be Client's "selected" Security Procedure):

_____ (Initial) **Call Back to Authorized Representative with Code Word (Available for Wire): $15.00 per call back**

Upon receipt of a Wire Transfer initiated by an Authorized User, Bank will contact an Authorized Representative as designated on this Enrollment to verify the authenticity of the transaction request. The Authorized Representative may or may not be the Authorized User who originated the transaction request. Bank is only required to make one attempt to contact an Authorized Representative, and if there is more than one Authorized Representative designated then Bank reserves the right in its sole discretion to determine which Authorized Representative to contact. If the Authorized Representative is not available or cannot verify correct Code Word associated with the Authorized Representative, as well as the total dollar amount of the transaction requested, Bank will not process the transaction. **If this option is chosen please list the authorized representatives below and have each representative fill out an Authorized Representative Designation form for purposes of verifying Client communications pursuant to applicable Security Procedure options above, (Each an "Authorized Representative")**

_____ (Initial) **Call Back to Authorized Representative with Code Word Variation (Available for Wire): $15.00 per call back**

Upon receipt of a Request, Bank will first contact an Authorized Representative as designated on this Enrollment to verify the authenticity of the Request. The **Authorized Representative must be an individual other than the Authorized User who originated the Request**. Bank is only required to make one attempt to contact an Authorized Representative, and if there is more than one Authorized Representative designated then Bank reserves the right in its sole discretion to determine which Authorized Representative to contact. However, if Bank cannot contact an Authorized Representative to confirm the authenticity of a Request, then Bank will attempt to obtain such confirmation by contacting the Authorized User who purportedly initiated the Request. If both the Authorized Representative and Authorized User that purportedly initiated the Request are not available or cannot provide Bank with their respective Code Words, then Bank will not process the Request.

1. Name: _____ Email: _____
2. Name: _____ Email: _____
3. Name: _____ Email: _____

HERITAGE
BANK OF COMMERCE

Treasury Management Services Resolutions
For

Voices College-Bound Language Academies ("Company")

I/we, the undersigned ("Undersigned"), herby certify to Heritage Bank of Commerce ("Bank") that the undersigned am/are the individual owner of the sole proprietorship, or the secretary or assistant secretary of the corporation, or all the general partners, or all the members (if management is by members), or all the managers (if management is by the managers), or all the representatives of the governing body of the Company, and designated keeper of the records and minutes of the Company;

WHEREAS, the following is a true and correct copy of Company Resolutions duly adopted by the Board of Directors (if a corporation), the partners (if a partnership), members/managers (if a limited liability company), proprietor (if a sole proprietorship) or other governing authority of the Company at a meeting held on the 8th day of August, 2025, at which a quorum was present and acting throughout, or adopted by the written consent of a majority of those entitled or required to act to bind the Company, and that such Company Resolutions are in full force and effect and have not been amended, modified or repealed;

WHEREAS, the Company has reviewed and approved the Heritage Bank of Commerce Treasury Management Services Agreement and Disclosure, together with the Enrollment Form and any supporting documents, corresponding exhibits, schedules or attachments to the same (collectively, the "Agreement"), to be entered into by and between the Company and Heritage Bank of Commerce ("Bank");

WHEREAS, defined terms herein will have the meaning provided in the Agreement, unless otherwise defined in these Resolutions; and

WHEREAS, the Company has determined that it is in the best interests of the Company to enter into the Agreement in connection with the services contemplated under the Agreement ("Treasury Management Services") and subject to the terms and conditions of the Agreement, as amended from time to time.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Company finds that it is in the best interest of the Company to enter into the Agreement, as amended from time to time.

2. The Company appoints all Authorized Users (as identified in the Enrollment Form) as agents of the Company for purposes of access to or use of the Treasury Management Services and to initiate Communications to Heritage Bank of Commerce in the name of Company, all such acts and deeds to be the acts and deeds of Company;

3. The Company understands and accepts the additional risks associated with the Company designating an Administrator Level User ("Supervisor") with the authority to enable an Authorized User (and including any Additional Supervisor(s)) to utilize the Treasury Management Services, even though the Authorized User may not be an authorized signer on the Company's accounts. Such risks include, without limitation, the theft or misappropriation of the Company's funds or other losses;

4. The Company understands and accepts the additional risk resulting from the Company's acceptance of the Agreement, including but not limited to the fact that Heritage Bank of Commerce will not control or restrict any transaction effected by any of the Authorized Users;

5. The Company authorizes and appoints each of the officers of the Company and any authorized signer on the deposit accounts of the Company, acting individually or together, to execute and deliver the Agreement. Any one or more of the foregoing persons are authorized to negotiate and accept terms and conditions of the Agreement, including current or future amendments or supplements to the Agreement, and to enter into such other agreements, supplements and amendments as they individually or jointly determine to be appropriate, including amendments or supplements;

6. To the extent these Resolutions are inconsistent with prior resolutions of the Company with respect to the authority granted herein, these Resolutions will supersede the prior resolutions; and

7. The authority given above will continue, and the Bank may rely on the actions of any person referred to above, until such time as the Bank is given formal written notice of the revocation of such authority and the Bank has an opportunity to respond to the same. All acts and deeds taken by any person referred to above shall be deemed the act and deed of the Company for all purposes relating to the Agreement and to all services described in the Agreement or provided by the Bank to the Company under the Agreement.

The Undersigned hereby certifies under penalty of perjury under the laws of the state of California that the forgoing resolutions were duly and legally adopted by the governing body of the Company and that said Resolutions have not been revoked and are currently in full force and effect:

Date: _____

/x/: _____

Title: _____

Print Name: _____

Date: _____

/x/: _____

Title: _____

Print Name: _____

Date: _____

/x/: _____

Title: _____

Print Name: _____

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials)

This resolution is superseded by resolution dated _____

Comments:

HERITAGE
BANK OF COMMERCE

TREASURY MANAGEMENT SERVICES AGREEMENT AND DISCLOSURE

This Treasury Management Services Agreement and Disclosure ("Agreement") is entered into by and between Heritage Bank of Commerce (the "Bank") and the customer (the "Client") named in the Heritage Bank of Commerce Treasury Management Services Enrollment Form ("Enrollment Form"). By signing the Enrollment Form, effective as of the date on the Enrollment Form, Client agrees to the terms and conditions of this Agreement. This Agreement establishes the terms and conditions for electronic access to Client's accounts using Bank's electronic banking system Heritage Direct Online Banking and certain "Services" (as defined below). In addition to the details provided in this Agreement, the Services are more specifically described in the following, as updated from time to time (collectively, "Supporting Documents"): (i) the addendums to the Agreement, including any schedules, and exhibits to the same; (ii) the Enrollment Form; and
(iii) user guides, user manuals, set-up forms and other user materials, including online terms and information.

PART A – PROVISIONS APPLICABLE TO ALL CLIENTS AND SERVICES

1. Definitions.

1.1. "Accounts" means Client's deposit and loan accounts at the Bank that may be accessible through Heritage Direct Online Banking.

1.2. "ACH Origination Agent" means the person who is designated in a separate "ACH Origination Agent Agreement" to engage in ACH Services on behalf of Client and approved by Bank to be an ACH Origination Agent.

1.3. "Agreement" includes any addendums, exhibits, schedules, or other documentation attached hereto.

1.4. "Applicable Laws and Regulations" means: (a) all state, federal or foreign laws, rules or regulations applicable to Client, to the business activities of Client or to Client's use of a Service (including requirements for Client to maintain records regarding Client's business or employees or to withhold taxes or other deductions); (b) the rules issued by NACHA which govern funds transfers initiated via the ACH system; and (c) other operating rules of systems used to provide Services to Client.

1.5. "Authorized User" means the following persons: (a) any person authorized at law or by Client to act on Client's behalf, whether such authorization is actual or imputed; (b) each Administrator, each Authorized User that is set up as a user of Heritage Direct Online Banking and assigned credentials (such as Company ID, User ID and Password) by an Administrator that can be used to access Heritage Direct Online Banking or another Service, and any person who obtains access to Heritage Direct Online Banking or a Service by or through an Administrator or other Authorized User; (c) persons whose Communications are attributable to Client under Sections 6. and 7. of Part A; and (d) Client's employees, officers, designees, agents or other persons authorized by Client to use a Service or to access Heritage Direct Online Banking.

1.6. "Bank" includes Heritage Bank of Commerce and any of its designated processors for Services (as applicable).

1.7. Bank's "Business Days" are Monday through Friday, excluding federal holidays.

1.8. "Check" means a draft, payable on demand and drawn on or payable through or at an office of a financial institution (including, without limitation, Bank), whether or not negotiable, that is handled for forward collection, including an image of a Check or a "Substitute Check" (as defined below) or traveler's check, and does not include a non-cash item payable in a medium other than United States dollars.

1.9. "Client" includes the account holder named in the Enrollment Form and anyone else authorized by that account holder to exercise control over the account holder's funds through the Services.

1.10. "Client Check" means a Check drawn on a deposit Account of Client held at Bank where Client is the maker (or "drawer") of the negotiable instrument.

1.11. "Communication" means a message or instruction received by Bank in the name of Client. Communications include, without limitation, Payment Orders and other messages and instructions (e.g., an instruction to initiate an ACH transfer to an Account) that are not Payment Orders. It includes all requests by Client for a Service, such as requests to initiate transactions via Heritage Direct Online Banking such as transfers between Accounts) or transactions on another Service, and requests to amend, cancel or otherwise affect a Service.

1.12. "Electronic funds transfers" means a transfer to or from Client's Accounts using Heritage Direct Online Banking

1.13. "Entry" (also referred to in this Agreement as "ACH Entry") has the meaning provided in the NACHA Operating Rules and Guidelines ("NACHA Rules"), as may be amended from time. "Entry" includes "Credit Entries" and "Debit Entries" (as those terms are defined in the NACHA Rules) when the context so requires, and will also mean the data received from Client from which Bank prepares Entries. It includes a request for an Entry and any amendment or cancellation request, unless otherwise specified.

1.14. "Payment Order" has the meaning given at 11103(a (1) of the California Commercial Code. It includes an instruction or request to Bank to transfer funds or to initiate an ACH transfer from an Account or a wire transfer request.

1.15. "Security Procedures" means the logon IDs, passwords, out of band authentication, dual control, and any other tool or method that may be offered or required by Bank as part of the Services to verify the authenticity of any Communication received by Bank in the name of Client. The Security Procedures are further described in Part A, Section 6. below. Some Services also present to Client via the Enrollment Form, or otherwise, the option to choose supplemental security methods that (with the other Security Procedures) may be used to verify the authenticity of Communications, and if chosen by Client such supplemental security methods form part of the Security Procedures.

1.16. "Services" means Heritage Direct Online Banking and the various services that are accessible through Heritage Direct Online Banking as provided pursuant to this Agreement.

1.17. "Substitute Check" means a paper reproduction of the original Check that: (a) contains an image of the front and back of the original Check; (b) bears a MICR line containing all the information on the MICR line of the original Check (except as provided under generally applicable industry standards for Substitute Checks to facilitate the processing of Substitute Checks); (c) conforms, in paper stock, dimension, and otherwise, with generally applicable industry standards for Substitute Checks; and (d) is suitable for processing in the same manner as the original Check.

1.18. "Administrator Level User" and "Administrator" mean the person authorized by Client (whether or not designated in the Enrollment Form) to: (a) enable access to a Service (including by each Authorized User that is set up as a user of Heritage Direct Online Banking and assigned credentials (such as Company ID, User ID and Password) by the Administrator that can be used to access Heritage Direct Online Banking or another Service; (b) establish levels of authority for each Authorized User that is set up as a user of Heritage Direct Online Banking and assigned credentials (such as Company ID, User ID and Password) by the Administrator that can be used to access Heritage Direct Online Banking or another Service; or (c) administer any Service application.

The singular includes the plural. References to "person" include natural and non-natural persons (e.g., corporations, limited liability companies, partnerships, trusts and other non-natural legal entities). The term "or" is used to mean "and/or" or is used in the disjunctive, as the context may require. The term "include" means "including but not limited to" and that examples given or references made are illustrative but are not comprehensive. All references to time (for example, "5:00 p.m.") refer to local time of Bank, unless otherwise specified. Definitions for other terms are provided throughout in this Agreement.

2. Enrollment. Client must complete and return an Enrollment Form to Bank for Bank's approval. By completing the Enrollment form, Client requests access to and use of Heritage Direct Online Banking, and also designates at least one Administrator Level User. Bank may approve or deny Client's request(s), and may discontinue or limit Client's use of Heritage Direct Online Banking or one or more other Services at any time. This Agreement is not consummated unless and until Bank reviews and approves Client's application to use the Services, as set out in the Enrollment Form. A list of the Services that Client may request to use are provided below in Section 3. of Part A. If Client is approved by Bank to use Heritage Direct Online Banking or other specified Services, Bank will communicate such approval to Client, in writing or otherwise. Access to Client's Accounts through Heritage Direct Online Banking by each Authorized User that is set up as a user of Heritage Direct Online Banking and assigned credentials (such as Company ID, User ID and Password) by the Administrator that can be used to access Heritage Direct Online Banking or another Service will be designated by Client's Administrator Level User(s).

3. Services. Client may be able to use Heritage Direct Online Banking to access the Services listed below and described more fully in Part B of this Agreement and the Enrollment Form, subject to Bank's approval. To enroll in the Services described below Client must complete the Enrollment Form, which is subject to Bank's approval.

3.1. Participate in General Services described below in Section 1. of Part B;

3.2. Participate in the Bill Pay Service described below in Section 2. of Part B;

3.3. Participate in the Wire Transfer Service described below in Section 3. of Part B;

3.4. Participate in the ACH Service described below in Section 4. of Part B;

3.5. Participate in the Positive Pay Service described below in Section 5. of Part B;

3.6. Participate in the Remote Deposit Capture Service described below in Section 6. of Part B;

3.7. Participate in the Business Mobile Banking Service described below in Section 7. of Part B;

3.8. Participate in the Lockbox Service as described below in Section 8. of Part B

A Service may appear on Client's Heritage Direct Online Banking profile, but may not be available for use by Client because Client has not been approved by Bank for that Service. Client agrees to only use those Services that are approved by Bank as communicated to Client pursuant to Section 2. of Part A.

4. Other Agreements. This Agreement and the Enrollment Form constitute the entire agreement between Client and Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein. The terms and conditions of the deposit agreements and any applicable loan agreements and other account agreements that apply to the deposit or loan Accounts accessed by Client using a Service (collectively "Other Agreements") continue to apply. Client acknowledges receipt of the Other Agreements, which may contain applicable fees, limitations on the number of transfers that Client may make or other restrictions which might impact the use of Client's Accounts and one or more Services. Where the terms of this Agreement differ from those of an Other Agreement, the terms of this Agreement shall supersede those of the Other Agreement to the extent of the inconsistency.

5. Access to Services; Equipment and Software.

5.1. To use the Services, Client must have access to Internet service and an e-mail address. Client is also responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. Client agrees to use equipment that is compatible with Bank's programs, systems and equipment, which Bank may change from time to time. Bank assume no responsibility for the defects or incompatibility of any computers or software that Client uses in connection with the Services, even if Bank has previously approved their use. BANK MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO CLIENT. Client agrees to notify Bank promptly if any software or equipment Bank provides to Client becomes defective. Bank's sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment.

5.2. Client agrees that Bank is not responsible for any errors or failures from any malfunction outside of Bank's control, including power interruption, delay resulting for high volumes of internet traffic, breach of security (other than Services under Bank's control) or message or transfer interception in transit, or any virus or other computer problem related to the use of the Services. Client agrees to use the Services solely

for business purposes and not to use Heritage Direct Online Banking to transfer funds to or from any account established primarily for personal, family or household purposes.

5.3. Encryption of data transmissions does not guarantee privacy. Data transferred via the Services is encrypted in an effort to provide transmission security. Notwithstanding Bank's efforts to insure that the Services are secure, Client acknowledges that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. Bank cannot and does not warrant that all date transfers utilizing the Services will not be monitored or read by others.

5.4. Some Services may require Client to download software from Bank's website and in some cases, Bank may place software on Client's computer(s) as part of the Security Procedures. Client expressly acknowledges that any wireless access to the Services initiated by Client may not be secure and, in such cases, Client assumes the risk associated with unauthorized access to a Service and any information contained therein, resulting from such wireless connectivity. Additionally, Client agrees to implement and maintain administrative, technical and physical safeguards to protect against unauthorized access to or use of any Account information which Client may access or store on Client's computer(s), wireless access device, or other data storage systems. For security purposes, Client agrees to keep Client's browser and operating system up to date. Client agree to install and maintain appropriate firewall and anti-virus software on any equipment Client uses to access the Service, to protect Client's data when connected to the Internet. Except to the extent limited by applicable law, Client assumes sole responsibility for any and all loss, damage or injury arising with respect to any failure of Client's equipment, software not provided by Bank, the disruptions or unavailability of connectivity, viruses, spyware, malware, or worms affecting Client's equipment or software.

6. Security and Authentication.

6.1. *Temporary Credentials*. Bank will provide Client with temporary credentials (such as User ID, Password, etc.) needed to access Heritage Direct Online Banking and the other Services within one to two Business Days after Bank's approval of Client's use of Heritage Direct Online Banking . For security purposes, Client is required to change Client's temporary credentials upon Client initial login to Heritage Direct Online Banking and the new credentials will not be communicated to Bank.

6.2. *Authentication Tools and Security Procedures*. Client agrees and acknowledge that the Security Procedures are authentication tools used by Bank to verify Client's identity. Client agrees to consider the size, type and frequency of its Payment Orders and other Communications to determine if the Security Procedures are a commercially reasonable means to protect Client against loss or harm due to unauthorized Communications being received by Bank in Client's name. Client will consider the risks presented by the possibility of unauthorized access to the Services.

a. As applicable, Client will review the various options for security procedures provided in the Enrollment Form and determine whether at least one of the options is a commercially reasonable method for verifying whether a Communication is authorized by Client. After balancing the burdens and benefits of the protection available for each option, Client agrees that it has selected the option that is appropriate for Client's needs. As part of the review of the options for security procedures provided in the Enrollment form, Client will consider the size, type and frequency of the Communications that Client will make or anticipates making, along with such other factors as Client may deem relevant or appropriate.

b. For certain Services, as described in the Enrollment form, the Security Procedures may include an out of band authentication process ("Out of Band Authentication") and/or dual control authentication ("Dual Control"). Out of Band Authentication triggers the needs for a unique code during the time a transaction is requested. The unique code is provided to the Authorized User via a text message or telephone call made to the Authorized User's text or telephone number found in Bank's records, and the correct code must be inputted by the Authorized User via Heritage Direct Online Banking before proceeding with the transaction. Dual Control authentication requires a secondary Authorized User's authentication in order to proceed with the requested activity. Additionally, at any time and from time to time, with regard to all Services Bank may require Client to use additional authentication tools (e.g., dual control, codes or information shared only between Client and Bank, confirmation phone calls with or without a code word, software or algorithms, including programs that may be implanted into Client's computer or may use Client IP addresses). Any additional authentication tools that Client is required to use or chooses to use become part of the Security Procedures. Client further agrees that if Client does not use any additional authentication tool required by Bank, if and when they become available, then Client's access and use of the Services may be limited or Client may not be able to use the Services.

c. Client will implement and frequently review all Security Procedures available in connection with Services. Client will immediately notify Bank after such a review if Client's use of Services would necessitate or be better served by a level of security that exceeds that offered by the then-existing Security Procedures. If Client fails to so notify Bank, Client acknowledges and agrees that the Security Procedures are appropriate for Client's needs and provide Client with a commercially reasonable degree of security against unauthorized use.

d. Notwithstanding Bank's efforts to ensure that the Services are secure, Client acknowledges that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. Bank cannot and does not warrant that all data transfers utilizing the Services will not be monitored or read by others. Bank will not send, and strongly suggest that Client does not send, any confidential information unless using the electronic communication options accessible via the Services or Bank's secure e-mail system.

6.3. *Client is Responsible for Communications in Client's Name*. Client agrees that Bank will use the Security Procedures to verify the authenticity of any Communication received by Bank in the name of Client, including requests to amend or cancel a previous Communication. If Bank verifies the authenticity of a Communication using the Security Procedures, Bank may rely on and Client will be obligated on the Communication, whether or not the Communication was authorized by Client. Bank will not be obligated to act on a Communication not transmitted in accordance with the Security Procedures and may refuse to act on any Communication, including where Bank doubts its authenticity, contents, origination, or compliance with the Security Procedures. However, Bank will have no duty to discover, and will not be liable for, errors or omissions by Client. Bank reserves the right to issue new Security Procedures or to cancel or change any Security Procedures from time to time.

Client agrees that any Communication sent to Bank by any Authorized User, or approved or authorized by an Authorized User, is and will be deemed a Communication authorized by Client. If a Communication was authorized by Client or any Authorized User, Client will be obligated on the Communication even if Bank did not verify its authenticity using the Security Procedures and even if the security procedures would have prevented error. When an Authorized User is added or deleted by Client as an Authorized User of Services, Bank will treat that person as "authorized" if a transfer request or other Communication is received by Bank in accordance with the Security Procedures, without otherwise verifying the person's status with Client or investigating whether the person is in fact an Authorized User or is exercising authority granted by Client or is acting consistent with any limitations imposed by Client on that person. Client agrees that the Security Procedures are intended to verify authenticity and not to detect error.

6.4. *Client is Responsible for Confidentiality and Security*. Client agrees not to disclose the Security Procedures except to Authorized Users. Client will establish procedures to protect the confidentiality of all information relating to the Services, including the Security Procedures. Client will be solely responsible for the safekeeping of the Security Procedures and assumes all risk of their accidental or inadvertent disclosure to or use by an unauthorized person. In the event of a breach of the Security Procedure, Client agrees to assist Bank in determining the manner and source of the breach. Such assistance may include, but shall not be limited to, providing Bank or Bank's agent access to Client's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Client further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Client, Client's agents, law enforcement agencies, or any other third party. Failure of Client to assist Bank shall be an admission by Client that the breach of the Security Procedure was caused by a person who obtained access or information facilitating the breach of the Security Procedure from Client.

Bank requires Authorized Users to create new passwords at reasonably frequent periods, based on Client's assessment of the security requirements appropriate for Services utilized by Client; however, new passwords must be created at least every 120 days. Passwords should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should not be the same as the "Code Word" designated by Client's "Authorized Representative" in the Enrollment Form for certain Services (the terms "Code Word" and "Authorized Representative" are described in the Enrollment Form). Passwords should be memorized rather than written down. Upon a certain number of unsuccessful attempts to enter a password, the Authorized User's access to Heritage Direct Online Banking will be revoked and the Administrator Level User may be able to reset the password or the Authorized User can contact Bank to have the password reset or to obtain a new temporary password. If the Authorized User is an Administrator Level User, the Administrator Level User must contact Bank or another Administrator Level User to have the password reset or to obtain a new temporary password.

NOTE: Some browser software may store user names and security codes to facilitate the future use of a web site. For security reasons, Client agrees to disable this feature in Client's browser. For security reasons Bank may disable Client's security codes, for example if they are entered incorrectly several times. Passwords should not be easy to guess: for example, children's or pet's names, birth dates, addresses or other easily recognized identification. It is also recommended Client does not have Client's browser automatically remember passwords.

6.5. *Client is Responsible for Authorization Controls for Services*. Client is responsible for controlling access to the Services and for any limitations placed by Client on the Services that may be used by other persons. The fact that Bank is or may be made aware of, or could have discovered, any limitation on access to a Service does not make Bank obligated to enforce or attempt to enforce any limitation. Client understands that persons may utilize Heritage Direct Online Banking (including inquiries, transfers, bill payment and account verification) without regard to any restrictions otherwise applicable to an Account. For example, if a person directs transfers from a given Account, that person can initiate the transfers whether or not he has been authorized to do so according to the signature card applicable to the Account. If a person has signing authority over Account "A" but not over Account "B," but has access to Services, he or she could transfer funds from "B" to "A" and then withdraw funds from "A." Client agrees that any arrangements with Bank to require one or more authorized signatures for transactions involving Client's Accounts do not apply to Bank's limit or Bank's obligation to act upon transfer requests received by Bank through Heritage Direct Online Banking .

6.6. *In the Event of Suspected Unauthorized Access*. In the event Client suspects any part of Client's security credentials to access the Service have been or may have been compromised, immediately call Bank at (800) 796-4777.

7. Client is Responsible for Users of Services. Client must designate at least one Administrator Level User on the Enrollment Form. However, any person designated by Client as an Administrator, or given Administrator credentials by Client or by any Administrator, or otherwise allowed by Client to act as an Administrator, is an Administrator for purposes of this Agreement, even if that person is not listed by Client on an Enrollment Form. Client must immediately notify Bank by submitting a new, completed Enrollment Form to Bank if Client wants to terminate or change the Administrator Level User. Termination or changing an Administrator Level User is not effective until Bank has received the new Enrollment Form requesting to terminate or change an Administrator Level User and Bank has had a reasonable opportunity to process the request.

An Administrator has access to all Services that Bank has approved to be used by Client, and all functionalities of such Service. An Administrator is then responsible for designating other Authorized Users of Heritage Direct Online Banking and the other Services, if applicable. An Administrator will receive administrator credentials that will allow the Administrator to manage the Services that Client has been approved by Bank to access, as described below. Bank may provide Administrator credentials via e-mail to the address shown in the Enrollment Form for an Administrator or otherwise (including via telephone). Bank may provide Administrator credentials to any person, or change Administrator credentials upon the request of any person, who identifies him- or herself as the Administrator and correctly provides the 'code word' or other information as may be requested by Bank.

The Administrator is responsible for assigning all Authorized Users with a User ID, password and any other Security Procedure that is necessary to access the Services or Heritage Direct Online Banking and establishing any limitations desired by Client for Authorized Users. Such limitations may include, but are not limited to, determining which Authorized Users have access to certain Services, determine which Account(s) an Authorized User can access via Heritage Direct Online Banking or certain other Services, and determining dollar limitation for each type of Service that an Authorized User can access. For certain Services, Client will also be required to complete an additional access authorization form corresponding to the Service. Client may enroll in additional Services not selected on the Enrollment Form by contacting Bank, subject to Bank's approval. The Administrator is also responsible for changing and maintaining the Administrator's Company ID, User ID and Password. Further, the Administrator Level User is responsible for the ability to do the following with regard to Authorized Users that are set up as users of Heritage Direct Online Banking and assigned credentials (such as Company ID, User ID and Password) by an Administrator that can be used to access Heritage Direct Online Banking or another Service: (i) add, change or delete such an

Authorized User; (ii) add, change or delete such an Authorized User's access to Account(s); and (iii) reset User IDs, passwords or certain Security Procedures for such an Authorized User.

Bank will not control or oversee Authorized Users, including any Administrator. Client agrees that all acts and deeds of any Authorized User are the acts and deeds of Client, and Client is bound by the same. Client also understands and accepts the additional risks associated with Client designating an Administrator with the authority to enable an Authorized User (including any Administrator) to utilize the Services even though the Authorized User may not be an authorized signer on the Accounts. Such risks include, without limitation, the theft or misappropriation of Client's funds or other losses. Client further agrees to assume all risks associated with providing User IDs, Passwords or other Security Procedures to Client's Administrator(s), any Authorized User, any person given such Security Procedures by either of them, or any other of Client's agents, representatives, employees or officers. Client also agrees to limit the issuance and disclosure of the Security Procedures to only those who have a specific need to use the Services. Client is responsible for ensuring that an Administrator establishes authorization parameters and/or limits for each person Client authorizes to use the Services on Client's behalf.

8. Insurance. If requested by Bank, Client agrees to obtain and maintain fidelity and error and omission insurance coverage in an amount reasonably satisfactory to Bank, to cover (at a minimum) losses due to action or inaction by Client's Administrator Level User, or any Authorized User (including unauthorized access by any employee or agent of Client's), and to name the Bank as an additional insured on such policy. Such insurance must be maintained for at least 60 days following the termination of this Agreement. Client will provide evidence reasonably satisfactory to the Bank of the existence of such insurance promptly upon request by Bank.

9. Fees and Charges. Client agrees to pay Bank's fees and charges for Client's use of Services ("Fees and Charges"), including any applicable early termination fees as they are set by Bank from time to time, which include without limitation those fees and charges set forth in Heritage Direct Online Banking schedule of fees ("Schedule of Fees") or fees and charges otherwise communicated to Client. Bank's current Schedule of Fees is available to Client upon request. The Fees and Charges may be changed from time to time and at any time by Bank. As required by law, Bank will provide Client with notice of any changes in the Fees and Charges, normally in advance of the effective date of the change. Client must also pay all attorneys' fees and other costs and expenses Bank may incur in collecting any Fees and Charges or other sums Client may owe to Bank in connection with a Service. Fees and Charges do not include, and Client will be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to the Services, and for any fees or charges provided for in any other agreement between Bank and Client with respect to any Account. If Bank is required to pay any such taxes, Client must reimburse Bank upon demand.

   Client agrees that the Fees and Charges may be deducted from any of the Accounts maintained by Client at Bank or any other account of Client, by billing Client, or by setting off against any amounts Bank owes Client without any obligation to give prior notice of the setting off to Client. Client agrees to pay any additional charges for Bank services that Client requests, which are not covered by this Agreement. Bank may use any Account of Client as a settlement account in connection with any debits or credits arising from Client's use of a Service. Client is also responsible for telephone, Internet service and any other third party fees Client incur in connection with Client's use of Heritage Direct Online Banking.

10. Cancellation or Amendments of Communications. Client may not amend or cancel a Communication after it has been received by Bank. If Bank receives a request to cancel or amend a Communication prior to execution by Bank, and Bank is able to verify the request through the Security Procedures, Bank may at its sole discretion use reasonable efforts to act on Client's request. If Bank does, Client will indemnify Bank in accordance with the Agreement for any losses Bank may suffer in connection with Bank's efforts. Bank has no liability if any attempted cancellation or amendment is not affected.

11. Hours of Use; Cut-off Hours. Heritage Direct Online Banking is available 24 hours a day, every day of the year. The availability of other Service may vary, as described in this Agreement or the Enrollment Form to this Agreement. However, Heritage Direct Online Banking or other Services may be temporarily unavailable from time to time while the Bank is updating its files or its equipment, or software is being serviced or is malfunctioning. Delays may result from action by Bank or by any third party service provider with whom the Bank has arranged to provide Heritage Direct Online Banking or a Service. Client understands that such unavailability may be with or without notice to Client, and that Bank is not responsible for any losses or inconvenience resulting from these temporary periods of unavailability.

    Communications for a Service received or transactions scheduled or requested to be processed by Bank on a day that is not a Business Day or after the applicable cut-off time on a Business Day may be processed on the following Business Day. Cut-off times for certain Services are provided in the applicable Section of this Agreement or the Enrollment Form.

12. Rejecting or Refusing to Process Communications. Bank may at its sole discretion refuse to accept or otherwise execute, or delay execution of, any Communication (or any part of one) received by Bank in the name of Client, including any request to amend or cancel a previous Communication, whether for cause or without cause and whether or not authenticated, and will have no liability for such refusal.

    Without limiting the foregoing, Bank may reject any Communication (or any part of one) if Client is at the time of receipt of the Communication in breach of any provision of this Agreement, or would with the passage of time be in breach, or any Communication which: (a) exceeds the collected and available funds on deposit in Client's designated Account(s), as required under Bank's funds availability policy or applicable Other Agreements; (b) is not authenticated to Bank's satisfaction or which Bank believes may not be authorized by Client; (c) contains incorrect, inconsistent, ambiguous, or missing information; (d) involves funds which are subject to a lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; or (e) is inconsistent with any term or condition of this Agreement.

    Bank reserves the right, before processing a Communication, to require Client to provide: (a) available funds to Bank to cover any affected Account; (b) additional evidence reasonably satisfactory to Bank of the authenticity of the Communication; or (c) supplemental information regarding the sources or the uses of funds to be used or the parties involved in the Communication. If Client's Communication is an ACH Entry or a file containing multiple Entries, Bank may act as above as to the entire file or as to any individual Entry or Entries.

13. Sufficient Funds and Overdrafts. Client must have sufficient available funds in an Account to cover the amount of any transaction that would be charged to the Account or any Fees and Charges owed to Bank. Subject to limitations set out in this Agreement, Client can request payments up to the amount of available funds or available credit in the Account. Bank may hold (or "freeze") funds at any time after Client has initiated a transaction for any reason, including as a means of reducing risks that there will be insufficient funds for completing the transaction. If Bank does hold funds, Bank may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions). Bank may allow overdrafts/overlimits or negative balances, but Bank also may discontinue the practice at any time with or without prior notice to Client. If Client does not have sufficient or available funds or credit, Client may be charged an overdraft or other fee (such as fees for returned checks or other electronic items), as

set forth in this Agreement and in the Other Agreements. Nothing in this Agreement, or any course of dealing between Client and Bank, shall be construed as Bank's commitment or obligation to lend Client money. Credits and debits to Client's Accounts will be made in accordance with Bank's standard funds availability and order of processing policies described in the Other Documents.

14. Limits on Transactions. Federal regulations limit the number of certain types of transfers from money market and savings accounts. Client is limited to six pre-authorized electronic fund transfers and telephone transfers (including transfers between Accounts via Heritage Direct Online Banking) per month for each money market or savings account. Each fund transfer or payment through Heritage Direct Online Banking from Client's savings or money market deposit account is counted as one of the transfers Client is permitted each month from that account. Demand deposit accounts are not subject to these transfer limitations. All transfers between Accounts or to third parties are subject to there being sufficient available funds to cover the amount of the transfer request in the affected Account. Bank may at Bank's option require pre-funding of any transfer or request before processing it. Client agrees to pay Bank in immediately available funds any amounts due to Bank as a result of Bank's processing any funds transfer or request or ACH entry for Client. If Bank allows transfers to be processed against insufficient funds, Bank is not obligated to continue that practice. Bank may from time to time impose lower limits on the amount of any funds transfers or requests or on any ACH credit or debit entries and their files, or require funding in advance of actual processing. Bank will communicate these limits to Client if they are imposed.

15. Inconsistencies. With regard to a Payment Order or any other request for a transfer of funds described in this Agreement, if the beneficiary of the transfer of funds is identified by both names and account number, payment may be made by Bank and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a request for a transfer of funds by both name and identifying number, Bank and other financial institutions may rely on the identifying number even if the name and the identifying number are not consistent or identify different parties.

16. Provisional Credit. When Bank credits an Account for an incoming Payment Order, it is provisional until Bank receives final settlement for the Payment Order. If Bank does not receive final settlement, Bank must return the funds previously credited to the Account, and the person who sent the Payment Order will not be treated as having paid Client. Client agrees that Bank may refuse to permit the use of any amount credited for an incoming Payment Order, including but not limited to a debit entry or credit reversal if Bank believes in its sole discretion that there may not be sufficient funds in Client's account to cover chargeback or return of such transaction.

17. Receipt of Communications. The time of receipt of a Communication for purposes of the cut-off hours for the Services is determined as set forth in this Agreement. Communications sent by Client to Bank using Heritage Direct Online Banking or otherwise may be delayed in transmission. Bank will be deemed to have received a Communication only when the Communication is actually received by Bank and in a form and format acceptable to Bank and in accordance with the applicable Security Procedures. Where a particular Service requires that a Communication be provided in a specific form or format, Bank may but is not required to act on a Communication that varies from that form or format. Bank is not responsible for delays due to high Internet traffic.

18. Security Interest in Accounts; Reserve Account; Hold on Funds. Client grants Bank a security interest in all Accounts, accounts or other deposits (whether general or special) of Client's held at Bank, and in all funds in such Accounts, accounts or other deposits, to secure Client's obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.

    Bank may from time to time establish minimum amounts to be funded by Client as reserve amounts. Bank will endeavor to provide advance notice to Client of any reserve requirement or change in an existing reserve requirement, and Client will immediately fund the reserve amount with finally collected funds. Bank may withhold and use any amounts due to Client under this Agreement to fund or maintain any required reserve amounts, including in advance of notice to Client. Bank may at its option transfer reserve amounts from any Account to a Bank-controlled reserve account ("Reserve Account").

    Unless otherwise prohibited by law, Bank may hold and restrict access to funds (including reserve amounts) on deposit in any Account (including any Reserve Account): (a) before termination of this Agreement; and (b) following termination of this Agreement for up to 90 days following the later of (i) termination of this Agreement, or (ii) expiration of any and all return or chargeback rights, or any other obligation Bank has or with the passage of time may have under any law, rule or regulation (including the Rules, Regulation CC, the federal Check Clearing for the 21st Century Act ("Check 21"), and any clearinghouse rules or rules of a funds transfer system) arising from any Communication or transaction (including ACH Entries, Checks, Substitute Checks, Checks processed using remote deposit and other items) processed by Bank under this Agreement for Client.

    Client may be denied access to, use of, or ability to transfer or withdraw any funds in its Accounts when subjected by Bank to a hold or access restriction as set forth in this Section. This Section will survive the termination of this Agreement.

19. Waiver of Access Restrictions. Client's Accounts may be subject to access restrictions when Client conducts transactions in person or when Client uses systems other than with a Service. While access restrictions generally do not apply to Client's use of the Services, Bank may limit or deny Services to Client if there are access restrictions. Conversely, Bank may process Client's transactions based on Communications without regard to or any need to comply with access restrictions otherwise applicable to Client's Accounts.

20. Processing for and by Others (including ACH Origination Agents). Client will not use the Services or any Accounts to process for third parties or any other person (a "Third Party") except after written notice to Bank and approval by Bank. If any such approval is given, except as may otherwise be specified in writing by Bank in such approval, Client represents and warrants that: (a) Client is duly authorized by each Third Party to act on that party's behalf for all purposes necessary under this Agreement, and the Third Party is bound by and responsible for all acts or omissions taken by Client; (b) Client has obtained from the Third Party agreement to terms and conditions substantially similar to those contained in this Agreement; (c) the security interest given in Accounts is legal, valid and binding on the Third Party (to the extent of any property rights the Third Party may have in the Accounts or funds in them); (d) the Third Party will cooperate with Bank in all ways reasonably requested by Bank, including the execution and delivery of such contracts and agreements between Bank and the Third Party as Bank may reasonably request; and (e) Client and the Third Party are in compliance with all Applicable Laws and Regulations as may apply to Client's processing for the Third Party. Client will from time to time provide to Bank evidence reasonably satisfactory to Bank of the accuracy of each of the foregoing if requested by Bank.

    Client will not use any Third Party to access Heritage Direct Online Banking or Services on Client's behalf except after written notice to Bank and approval by Bank. Use of any Third Party (whether or not approved by Bank) constitutes appointment by Client of that Third Party (and any agents, delegates or assigns of the Third Party) as the agent of Client whose acts and deeds are the acts and deeds of Client. Any agent of Client submitting ACH Entry data to Bank on Client's behalf must be designated as an ACH Origination Agent in a separate ACH Origination Agent Agreement, subject to Bank's approval.

Client agrees that Client is bound by acts and omissions of the ACH Origination Agent with regards to the ACH Services described below in Section 4. of Part B.

Bank may (but is not required to) require that any Third Party, as a condition to use of a Service on Client's behalf: (a) provide evidence satisfactory to Bank that the Third Party is in compliance with all laws, rules and regulations applicable to the Third Party and its business activities; (b) enter into indemnity or other agreements acceptable to Bank; and (c) otherwise satisfy Bank that the use of the Service will not increase risk to Bank. Client appoints any Third Party used by Client for Services as the agent of Client, and all persons using Heritage Direct Online Banking at the Third Party as Authorized Users.

Client remains responsible for all Client's obligations under this Agreement, including Client's compliance with all Applicable Laws and Regulations. Malfeasance, error, omission, negligence, or fraud by the Third Party, or other controversy between Client and the Third Party (including Third Party action in breach of or in excess of that called for under any services agreement or arrangement between Client and the Third Party) shall not excuse Client from full and complete fulfillment of all obligations imposed on Client under this Agreement. Client shall be bound by all Communications from or use of Heritage Direct Online Banking Services by the Third Party that are done in the name of Client, whether or not authorized by Client, if the Communication is attributable to Client by operation of any law (including the laws of agency), or as a result of this Section, or if the Communication is attributable to Client under this Agreement. Bank shall have no duty to investigate or question any act or omission by a Third Party purporting to act on Client's behalf.

21. Credit Review. Client is subject to a satisfactory credit review by Bank from time to time at Bank's sole discretion and in accordance with Bank's established credit criteria. Client agrees, upon the Bank's request, to provide Bank with any credit-related information and such other information and assistance as Bank may require to perform a review.

22. Financial Information; Audit and Inspection.

    22.1. Bank may from time to time request information from Client in order to evaluate a continuation of the Services to be provided by Bank and/or adjustment of any limits set by this Agreement. Client agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Client authorizes Bank to investigate or reinvestigate at any time any information provided by Client in connection with this Agreement or the Services and to request reports from credit bureaus and reporting agencies for such purpose. Client covenants and agrees that: (a) it will allow Bank to review and inspect during reasonable business hours, and Client will supply, all financial information, financial records, and documentation of Client regarding the Services (including Checks) that Bank may request; and (b) in the event of the commencement of any proceeding under any bankruptcy or insolvency laws by or against Client, Client will not oppose or object to any motion by Bank seeking relief from the automatic stay provisions of such laws. Bank reserves the right, with prior notice to Client, to enter upon Client's premises from time to time during regular business hours to verify that Client's operations and procedures are in compliance with the terms of the Agreement.

    22.2. In connection with any audit described herein, Client agrees to furnish Bank with any documentation or information as is reasonably necessary to establish Client's compliance with the terms of the Agreement. If it is determined by Bank that additional procedures or controls need to be implemented by Client, Client agrees to implement such procedures or controls within a reasonable period of time to be agreed upon by the parties.

    22.3. In connection with Bank's entry on the premises of Client for the purpose of conducting an on-site audit or inspection, or in connection with providing support to Client, Bank shall not be liable or responsible to Client or any third party for any loss, bodily harm, property damage, claims of the introduction of a virus or other malicious code into Client's system, including any which allegedly delay, alter or corrupt the data of Client, whether related to the transmission of check images or other data to Bank or whether caused by the equipment, software, Bank Internet service providers, Internet browsers, or other parties providing communication services to or from Bank to Client.

23. Disclosure of Account Information and Transfers. Client agrees that information about Client's Accounts or the transfers Client make may be disclosed by Bank to others, both in connection with Bank's providing Services and for other business purposes. For example, Bank may disclose personal information to third parties in the following cases, and others:

    23.1. If Bank has entered into an agreement with another party to provide any of the Services;

    23.2. If it is necessary for completing transfers or otherwise carrying out Client's instructions;

    23.3. If it is necessary to verify the existence and condition of an Account for a third party;

    23.4. In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;

    23.5. In order to provide Client with information about products and services that Bank or an affiliate offers that Bank believe will be of interest to Client; or

    23.6. If Client otherwise gives Bank Client's specific permission.

24. Client's Duty to Notify Bank of Error. Except to the extent expressly prohibited by law or regulation, if Client fails to notify Bank within 30 days (or other time as applicable and prescribed otherwise in this Agreement, including in Section 3. of Part B) after Client receives notice (including, without limitation, notice by paper or electronic statement or otherwise), or through the exercise of reasonable review could have obtained knowledge, of an unauthorized or erroneous transfer or transaction, or that any loss, damage or harm to Client has occurred or with the passage of time may occur due to action or inaction by Bank in connection with any Communication by Client to Bank (a "Discrepancy"), then: (i) Client will be precluded from asserting any lack of authorization or any error against Bank; and (ii) Bank will not be liable for any other losses resulting from Client's failure to give such notice or for any loss of interest because of the Discrepancy. In any case, if notice of the Discrepancy is not received by Bank within 90 days after Client either has knowledge of it or through the exercise of reasonable review could have obtained knowledge of the Discrepancy, then Client will (unless prohibited by law) be precluded from asserting the Discrepancy against Bank. Notwithstanding the foregoing, Bank shall not be similarly limited should Bank discover discrepancies; whenever a discrepancy is discovered by Bank, Bank may debit or credit Client's Account, as the correction requires.

25. Representations and Warranties.

    25.1. Client represents and warrants to Bank, as of the date of this Agreement and again at the time any Service is used or performed, that: (a) Client is solvent and in good standing in the state of its organization; (b) Client has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and the Services used; (c) any consent or authorization of any governmental authority or third party

required to be obtained by it in connection with this Agreement or the Services used or performed by it has been obtained; (d) the Enrollment Form, which has been duly authorized and executed by Client, is accurate and complete and constitutes its legal, valid and binding obligation; (e) it is not the present intent of Client to seek protection under any bankruptcy laws; and (d) Client is in compliance as to all Applicable Laws and Regulations.

25.2. Bank makes no warranties, express or implied, with respect to Heritage Direct Online Banking or any other Service, including but not limited to, any warranty of merchantability, or fitness for a particular purpose, the existence of any latent or patent defects, viruses, or the accuracy or freedom from error, of the data or the programs used by or furnished to Client by Bank or any licensor of Bank. Due to the possibility of human and mechanical errors, as well as other factors, the system website is not error-free, and all information is provided "as-is," without warranty of any kind. Without limiting the generality of the foregoing, Bank makes no representation or warranty, express or implied, against any infringement of any proprietary rights of any other party. Client assumes the entire risk as to the quality and performance of the Services and the suitability of the Services for Client.

26. Compliance with Applicable Laws and Regulations; Data Retention. Client shall comply with all Applicable Laws and Regulations with respect to Client's use of the Services, and to provide evidence reasonably satisfactory to Bank of the same if requested by Bank. Client agrees not to use the Services for any illegal purpose, including but not limited to illegal Internet gambling. Without limitation, Client agrees and acknowledge that the Services may not be used by Client in violation of the laws of the United States, including sanctions laws administered by the Office of Foreign Asset Controls. Client acknowledges and agrees that the software Client uses to access Services may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations ("Acts"). Client agrees and certifies that neither the software nor any direct product thereof is being or will be used by Client for any purpose prohibited by these Acts.

Additionally, each Account and the Services will be subject to and governed by the following:

26.1. The terms or instructions appearing on a screen when using a Service;

26.2. The Other Agreements and Bank's rules, procedures and policies;

26.3. Applicable provisions of the rules of the National Automated Clearing House Association (NACHA) for ACH debits and credit entries initiated via the ACH Service and for bill payments facilitated through the ACH;

26.4. Applicable state and federal laws, rules and regulations; and

26.5. The rules of other funds transfer systems when used in connection with a Service.

Client will retain data on file adequate to permit remaking or reconstruction of all requested Services (including Payment Orders or other money transactions) for one year following the date of the execution of the request to which such data relate, and will provide the data to Bank upon Bank's request. Client agrees to determine promptly the accuracy of all records and information regarding a Service and to notify Bank immediately of any errors in such records or information. Nothing in this Agreement relieves Client of any obligation Client may have under the Applicable Laws and Regulations, and this Agreement is deemed modified to the extent necessary to allow or require Client to comply with the same. Client will implement and maintain procedures, including retention of legal or compliance services, to ensure that Client is able to comply with all current and future Applicable Laws and Regulations, including any changes to them. Bank is not obligated to provide information, updates or notice of or regarding the Applicable Laws and Regulations, even if Bank is aware of the same and of the potential for material impact on Client and Client's use of the Services, and Client's indemnification and other obligations to Bank are not relieved or reduced by Bank's not providing the same to Client. If Bank does provide information, updates or notices of or regarding the Applicable Laws and Regulations to Client, Bank is not responsible for the accuracy of the same and may discontinue doing so at any time.

27. Limitation on Bank's Liability. Bank is responsible only for performing the Services expressly provided for in this Agreement, and subject to the terms and conditions of this Agreement. Bank will not be liable for its action or inaction except to the extent the same constitutes gross negligence or willful misconduct by Bank. Bank will not be responsible for Client's action or inaction and none of Client's employees or agents will be considered agents of Bank. Except as set forth in this Agreement, Bank will not be liable or have any responsibility of any kind or any loss or damage thereby incurred by Client as a result, directly or indirectly, of any unauthorized person gaining access to, or otherwise making use of, the Services.

Without limiting the foregoing, each party agrees that damages as to any breach by Bank of any term of this Agreement are speculative and difficult to determine, and further agrees that Bank will in no event be liable to Client for an amount in excess of the lesser of $50,000 or the actual damages suffered by Client. If Bank is responsible to Client for payment of interest under the provisions of this Agreement or under applicable law, the interest on the funds in error will be payable at a rate equal to the effective rate on the affected Account for the period involved or, if no specific Account is affected, at the federal funds rate of the Federal Reserve Bank of San Francisco. Client agrees to cooperate with Bank in any loss recovery efforts Bank undertakes to reduce any loss or liability that arises in connection with the Services. Client acknowledges that Service fees have been established in contemplation of: (A) these limitations on Bank's liability, (B) Client's agreement to timely notify Bank of any discrepancies or problems; and (C) Client's agreement to assist Bank in any loss recovery effort.

Bank will not be responsible for Client's acts or omissions, including without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any Communication received from Client. Bank will not be responsible for acts or omissions of those whom Bank does not exercise control over, including the "ACH Operator" (as defined in Section 4. of Part B), any transmission or communications service provider or facility, any Federal Reserve Bank, intermediary or collecting bank, and any receiver or beneficiary of a transaction, or "RDFI" (as defined in Section 4. of Part B), including the improper return of an Entry by any RDFI or beneficiary or receiver of a transaction, and no such person will be deemed the Bank's agent.

In addition, Bank will be excused from any failure to transmit or from any delay in processing any transaction related to the Services (including executing a Payment Order, transmitting an ACH Entry, or processing any check or item) if to do so would result in Bank's having exceeded any limitation upon intra-day net funds positions established pursuant to present or future Federal Reserve System guidelines, or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve System or any rule or regulation of any other U.S. federal or state or any foreign governmental regulatory authority.

NO CONSEQUENTIAL DAMAGES. IN NO EVENT WILL BANK BE LIABLE FOR SPECIAL, GENERAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SIMILAR DAMAGES, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

This Section will survive the termination of this Agreement, and also limits the liability of any agent, employee or affiliate of Bank.

28. Indemnity. Client agrees to defend, indemnify and hold Bank harmless against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of: (a) any acts or omissions by Client or Client's employees or agents; (b) any claims against Bank from a third party resulting directly or indirectly under this Agreement where Bank has acted in accordance with Client's instructions and/or within the terms of this Agreement; and (c) any breach by Client or Client's employees or agents of any representation, warranty, covenant or agreement made pursuant to or in this Agreement. Nothing contained in this Agreement will be deemed to relieve Client of any liability, duty or obligation which may be imposed upon Client by any Applicable Laws or Regulations. This Section will survive the termination of this Agreement.

29. Third Party Content. Bank may receive, process, and make available to Client content that Bank receives from Client and others. In this regard, Bank is merely a passive conduit for such content, although Bank reserves the right to block or remove any content that Bank believes violates this Agreement. Bank assumes no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any information that Client or others provide to Bank, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity on such sites. Bank will not have a duty to interpret or evaluate any content transmitted to Bank or through Bank's website or Services, except to the limited extent, if any, set forth in this Agreement. Bank will not be required (by means of any security procedure or otherwise) to detect errors or illegality in the transmission or content of any content Bank receives from Client or third parties. Bank will not have a duty to notify Client about any inaccuracy, unreliability, ownership, incompleteness or other problem that may be associated with third party content on Bank's website, even if Bank has reason to know of its existence. Use of any content Client obtain from Bank's website is at Client's own risk.

30. User Communication and Personalization Settings. Bank's website and Services may permit Client to send or receive communications and to store content and personalized settings for various options. Bank is not responsible for any delay, deletion, alteration, mis-delivery or failure to deliver or store any such communications, content or settings.

31. User Conduct. Client agrees not to use the Service or the content or information in any way that would: (a) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising or illegal Internet gambling); (d) be false, misleading or inaccurate; (e) create liability for Bank or Bank's affiliates or service providers, or cause Bank to lose (in whole or in part) the services of any of Bank's service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Service; or (i) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

32. Electronic Statements. Electronic statements offer Client a convenient way to view, save and print periodic statements. If Client elects to receive electronic statements, Bank may discontinue sending paper statements and make periodic statements available to Client in electronic form only. This includes, but is not limited to, ongoing terms currently provided on the back of Client's paper statement, notices posted as messages on the face of the statement, and all notices or other communications that accompany mailed statements. Client agrees to review Client's electronic statements in a timely manner, just as Client would paper statements, and to promptly notify Bank of any errors, unauthorized activity or other problems, as provided in Bank's agreement with Client. Client will be deemed to receive electronic statements when they are made available to Client. Any time periods within which Client must notify Bank of any problems or errors reflected on Client's statement(s) will begin on the date Bank makes the electronic statement available to Client, regardless of when it is actually viewed by Client. If Client cannot access, print or view Client's electronic statements, Client must contact Bank immediately at (800) 796-4777 to make alternate arrangements. Client agrees to periodically logon and check on the delivery of new statements.

33. Email. While access to Bank through the secure email function of the Services is "on-line," messages sent to Bank through email are not reviewed by Bank personnel immediately after they are sent. If immediate attention is required, Client must contact Bank by telephone or in person. Client's email messages may be acted upon by Bank if received in a manner and in a time providing Bank a reasonable opportunity to act. Nevertheless, unless otherwise provided herein, email messages will not serve as a substitute for any requirement imposed on Client to provide Bank with "written" notice.

    Email or messages sent by Bank to Client will be deemed received by Client when sent by Bank to Client at Client's email address as shown on Bank's records. Client agrees to notify Bank (using the Service or otherwise in form acceptable to Bank) whenever Client's email address changes. Client agrees that information or messages made available to Client via the Services will be deemed received by Client when first posted on Bank's website or made available to Client. Client agrees to access the Service from time to time, in no event less than monthly, to access this information or the messages. If Client fails to update or change an incorrect email address or other contact information, Client understands and agrees that any email shall nevertheless be deemed to have been provided to Client if the email was sent to the email or other contact Bank has on file for Client.

34. Intellectual Property. Client acknowledges and agrees that the software and content used by Bank in the operation of Bank's website and provision of the Services, and the copyright patent, trademark, trade secret and all other rights in and to the technology, software, content, designs, graphics, and trademarks included on Bank's website and as part of the Services and Bank's name and product names and the website's URL (collectively the "Intellectual Property"), are owned by Bank and Bank's licensors. As such, Client will not gain any ownership or other right, title or interest in or to such Intellectual Property by reason of this Agreement or otherwise.

    Client may not distribute, use, reproduce, duplicate, copy, publish, sell or otherwise transfer (i) any portion or element of the Services or the Intellectual Property, or (ii) use of, or access to, Bank's website, Services or Intellectual Property. Further, Client may not: (a) create derivative works of any portion or element of Bank's website, Services or Intellectual Property; (b) reverse engineer, modify, decompile or disassemble any of the Intellectual Property; (c) deactivate or disable any password protection or other protection, security or reliability technology Bank incorporates in Bank's website or the Services; (d) modify or erase any copyright or trademark notice Bank places at Bank's website; (e) engage in the practice known as "screen-scraping" or otherwise attempt to, or actually, obtain copies of content provided at the site or a list of Bank's content or site users, or use computer programs (sometimes known as "scraper," "spiders," "robots," or "bots") to systematically access and download data; (f) access the Services by any means other than via Bank's website; (g) frame Bank's website or any Intellectual Property; or (h) use any circumvention tools, meta tags or any other "hidden text" utilizing Bank's name, trademark, URL, product name or Intellectual Property. Client agrees to comply with the terms of any license agreement Bank makes available to Client with any software.

PART B – PROVISIONS APPLICABLE TO SPECIFIC SERVICES

1. General Heritage Direct Online Banking Services.

1.1. *View Balance Information and Transactions*. Account balance information (including loan Accounts) may include debits or credits that are provisional and subject to change. Balance and transaction information may not be current in some cases, and may reflect prior Business Day positions rather than current positions. Bank may at any time reduce the historical data available to Client through Heritage Direct Online Banking, modify the format of that data, or otherwise limit the Service. Bank's Account view and transaction history Service is not a disaster recovery or backup system and Client is responsible for implementing those functions outside of Heritage Direct Online Banking.

1.2. *Export Functions*. Heritage Direct Online Banking may allow Client to export Account data to financial software and other systems (including disaster recovery) used by Client. Bank is not responsible for successful export of Account data, for the accuracy of the data exported or for data corruption that may arise. Client is and Bank is not responsible for data integrity and information security of any Client systems, including those to which Account data is transferred by Client.

1.3. *View Client Checks*. Heritage Direct Online Banking may provide Client the ability to view Client Checks. Client (whether using Positive Pay or not) agrees to review Client Checks daily and to notify Bank immediately of any unauthorized, altered or otherwise suspect items.

1.4. *Account Transfers and Loan Payments*. Heritage Direct Online Banking may allow Client to transfer funds between its Accounts at Bank (including on-us loan payments). Transfers may be done on either a one-time or recurring basis. An Account transfer request or any other Communication from Client to Bank is deemed received by Bank only when it is actually received by Heritage Direct Online Banking in a form and format acceptable to Heritage Direct Online Banking. Client is responsible for ensuring that Client initiates any loan payment instruction in time for the payment to be received by Bank before its due date (without taking into account any grace period). Bank is not responsible for any damages, costs or fees Client may suffer if Client does not allow sufficient time between the date the payment is processed and the due date.

1.5. *Advances from Client's Commercial Line of Credit*. Heritage Direct Online Banking may allow, subject to Bank's prior approval, Client to draw on Client's commercial line of credit Accounts with Bank. Not all commercial line of credit accounts are eligible for this Service. Client may only use the advances to make a deposit to Client's checking or savings Account held with Bank. Client agrees that every draw from the available credit balance on Client's commercial line of credit via Heritage Direct Online Banking is subject to all terms and conditions of Client's applicable Other Agreement (e.g., Client's commercial line of credit agreement, promissory notes or related loan agreements); provided, however, that any applicable Other Agreement affecting the credit facility is superseded if necessary to allow Client's use of Heritage Direct Online Banking to draw on the facility as described in this paragraph.

1.6. *Stop Payments*. Heritage Direct Online Banking may allow Client to request stop payments on Client Checks. However, Bank's acceptance of a stop payment order will not constitute a representation that the Client Checks has not already been paid, or that Bank has a reasonable opportunity to act upon the stop payment order. Stop payment on a bill payment transaction must be placed through the Bill Payment Service. Additionally, Client may not stop payment on: (i) an official check, certified check, cashier's check, teller's check or bank draft issued by Bank; (ii) Client Checks governed by any separate agreement, such as a check guaranty agreement; or (iii) a Client Check after Bank has accepted or otherwise become accountable on the Client Check. Furthermore, Heritage Direct Online Banking may not be used to stop payment on any automatic entry, such as automatic monthly drafts or ACH Debit Entries or Credit Entries, or any Payment Order after execution by Bank, and Bank may ignore these types of stop payment requests.

a. *Verification that Client Check has not paid*. Prior to requesting a stop payment, Client should first verify that the Client Check has not already been posted to Client's Account. Client understands that Client, not Bank, is responsible for determining whether a Client Check has or has not been paid. Bank agrees to enter the stop payment order on its main computer system within a reasonable period of time after it receives the request; however, no stop payment instruction will be considered as received by Bank until the request has been received and approved by Bank. No stop payment order will be effective against a Client Check that was paid prior to the time Bank received and had a reasonable period of time to respond to the order. If the Client Check in question has already cleared or been paid prior to Bank's entry of the stop payment order, or if Bank did not have a reasonable opportunity to act upon the stop payment order, then Bank will not be liable for any loss incurred by Client arising from the event.

Client acknowledges that Heritage Direct Online Banking information available regarding the status of Client Checks may not include transactions (including cash payments) on Client Checks that occur on the same Business Day as the date on which Bank receives the stop payment order. Client acknowledges that a transaction search using either the Heritage Direct Online Banking Services or Bank's main computer may not necessarily reveal whether or not a Client Check has been paid until the banking day after the banking day on which Bank receives the stop payment order. Any loss suffered by Client due to its decision to issue a new or replacement Check, or to take any other action, based on information available through Heritage Direct Online Banking or Bank's main computer prior to the next Business Day after the Business Day on which the stop payment order was received by Bank, will be Client's responsibility and not Bank's responsibility.

b. *Requesting a stop payment*. To place a stop payment order, Client must provide the date, the amount, and the number of the Client Check, together with the name of the payee and such other information as may be required by Bank. If Client gives the Bank incorrect information or insufficient data, Bank will not be liable for its failure to stop payment on the Client Check.

c. *Stop payment term*. A stop payment order is effective for six months. After the expiration of the stop payment order, a Client Check may be paid even though the Check is stale dated or restrictions on the Check may have passed (e.g., the check states that it is not valid after 30 days). If Client would like the stop payment order to remain in effect after the six-month period, Client must renew it. Client may cancel stop payment orders by writing to Bank. Stop payment orders are automatically canceled when the Account on which the Client Check is drawn is closed or at the end of the six month term of the order (unless renewed).

d. *Warranties*. With respect to all stop payment orders, Client warrants and agrees (in addition to Client's agreement to the remainder of this Section 1.6 of Part B) to the following:

(i) To indemnify and hold Bank harmless from all liability, damage and expense incurred on an account for refusing payment of the Client Check.

(ii) To notify Bank in writing to release the stop payment order if and when the reason for the stop payment ceases to exist.

(iii) Despite proper completion and delivery of a stop payment order, Client will still be liable on the Client Check to any subsequent holder in due course. Should the Client Check described in the stop payment order for any reason be paid over the stop payment order, Bank may avail itself of remedies at law to recover the loss.

2. Bill Payment. Client may be able to make online bill payments from Client's Accounts to third parties using a bill payment system that is provided by a separate company ("Bill Payment Service"). The Bill Payment Service is subject to the terms and conditions set forth in the Heritage Direct Small Business Bill Pay Terms and Conditions. In order to initiate payments via the Bill Payment Service, Client must first complete the Heritage Direct Small Business Bill Pay Enrollment process and be approved to use the Service by CheckFree, the provider of the Service. Bank is not responsible for the Bill Pay Service and does not guarantee or warrant any of these services.

3. Wire Transfer Service. Heritage Direct Online Banking may allow Client to initiate funds transfers in accordance with this Section (the "Wire Transfer Service"). Client may submit funds transfer requests ("Requests") to Bank in accordance with the terms and conditions of this Section. A "Request" includes a Payment Order. Client is responsible for all Requests to the fullest extent provided by law and as set forth in this Section. Bank may choose the funds transfer mechanism (for example, FedWire, correspondent bank transfer, or internal transfer) to be used when acting upon Client's Request.

3.1. *Transmission*. All Requests must be provided to Bank through the Heritage Direct Online Banking system, in the form and with the information required by the Heritage Direct Online Banking system.

3.2. *Account Designation*. Client authorizes Bank to debit its designated account, or any other account maintained by Client at Bank, for any fees or other amounts due Bank in connection with the Services.

3.3. *Accuracy*. Client assumes the sole responsibility for providing Bank with accurate transaction information in the form and format that Bank requires. Bank is not responsible for confirming such information, or for failing to detect and reject duplicate Requests. If Client provides Bank with a Request that is incorrect in any way, Client agrees that Bank may charge Client's accounts for the transaction whether or not the error could have been detected by Bank. Bank is not obligated to detect errors in Client's transfer or payment instructions.

3.4. *Security Procedures*. For the purpose of this Section 3. Part B, Security Procedures shall have the meaning provided in the Agreement and shall include but not be limited to any Security Procedures used to access Accounts via Heritage Direct Online Banking and to use the Wire Transfer Service as provided in the Enrollment Form to this Agreement or otherwise.

3.5. *Foreign Currency Transactions*. If a Request is for a funds transfer in United States Dollars or in a currency other than United States Dollars to a foreign country, Bank may transfer the payment in the currency of the beneficiary bank's country at any exchange rate chosen by Bank. If for any reason the transfer is returned, Client agrees to accept the refund in United States dollars or in foreign currency, as received by Bank. If received in United States dollars, Client acknowledges and agrees that one or more sending banks may have engaged in currency conversions, and agrees to accept an amount of United States dollars after conversion from the foreign money whether based on the buying rate of the bank(s) converting the currency to United States dollars on the date of refund, or based on Bank's current conversion rate and less any charges and expenses incurred by Bank.

The exchange rates used for processing may be a rate selected by Bank or other intermediaries from a range of rates available in wholesale currency markets, which rate may vary from the rate the Bank or the other intermediaries themselves receive, or the government-mandated rate (if any) in effect. These rates may not be the lowest available to Client, or to Bank or other intermediaries.

3.6. *Fees*. In addition to the Fees and Charges described in Section 9. of Part A that Bank may charge for the Wire Transfer Service and Requests, Client agrees and acknowledges that a Request in Client's name also constitutes Client's instruction to Bank, as well as to any intermediary bank used to process the Request, to obtain payment of Bank's and the intermediary bank's charges for services and expenses in connection with the execution of the Request by completing the funds transfer in an amount equal to the amount of the Request less the amount of Bank's and intermediary bank's fees and charges. The intermediary bank used to process the Request is specifically authorized by Client to impose such fees and charges. Client agrees that if any intermediary bank imposes its fees and charges in connection with executing a Request by reducing the amount of the Request by the amount of the fees, Bank will not be liable in any manner whatsoever for Client's damages. This non-liability is without regard to whether the intermediary bank was chosen by Bank.

3.7. *Subject Rules and Regulations*. Client acknowledges that any Request executed by Bank will be subject to rules and regulations applicable to payment orders, including recordkeeping and information transmittal requirement under federal Bank Secrecy Act and its implementing regulations. Client acknowledges and agrees that Bank may capture and transmit information regarding a Request (for example, beneficiary's name, address other beneficiary identifies and beneficiary's account number) as part of the processing of a payment order. Client agrees to assist Bank in connection with any requirements imposed on Bank fulfilling Bank's obligations in this regard.

3.8. *Notice of Returned Entries*. Bank will notify Client of a returned funds transfer made pursuant to a Request no later than the next business day after receipt. Bank is under no obligation to re-execute a Request. , In addition to any retention obligations of Client otherwise provided under the Agreement, Client will retain data on file adequate to permit reprocessing of Requests and amendments to or cancellations of a Request for 90 days following the execution date, and will provide such data to Bank upon request.

4. ACH Service. Heritage Direct Online Banking may allow Client to initiate ACH Entries (the "ACH Service") by means of the Automated Clearing House ("ACH") Network pursuant to the terms of this Section, the NACHA Rules and the rules of the local Automated Clearing House Association (collectively the "Rules"). Bank is willing to act as an Originating Depository Financial Institution or "ODFI" (as that term is defined in the NACHA Rules) with respect to such Entries. Accordingly, Client may submit ACH Entries to Bank in accordance with the terms and conditions of this Section. Client is responsible for all Entries to the fullest extent provided by law and as set forth in this Section.

4.1. *The Rules*. A copy of the NACHA Rules can be purchased from NACHA at www.NACHA.org. Client agrees to obtain a copy, to understand and be familiar with the Rules, and to be responsible for keeping up to date with changes in the Rules. Client agrees that information or advice received by Client from Bank as to the Rules or the operation of the Rules is not legal advice and is not a substitute for Client's obligation independently to understand and comply with the Rules.

4.2. *Processing Entries*. Subject to Bank's approval, Client may submit ACH Entries to Bank in compliance with the formatting and other requirements set forth in the Rules and the Supporting Documents. The ACH Service will start on a date agreeable to Client and to Bank after all set up requirements have been completed.

Client will not submit individual or total monthly Entries in excess of the maximum limits established by Bank and reflected in the Enrollment Form to this Agreement, as amended from time to time, or otherwise communicated by Bank to Client. The parameters and variations of the limits shall be set at Bank's discretion, including but not limited to limits based on dollar amounts and/or types of "Standard Entry Class Code" (as that term is defined in the NACHA Rules). Client will not divide a transaction into more than one Entry in order to avoid these limitations. Bank may adjust these limitations from time to time by providing notice to Client. Bank's processing of Entries in an amount greater than the established limit(s) shall not be deemed a waiver of this provision; Bank may cease processing Entries in a greater amount at any time without prior notice.

Client may not originate Entries using Standard Entry Class Codes other than those agreed upon or established by Bank without prior notice to and written approval by Bank. Bank may require Client to submit an application in form and content acceptable to Bank, and execution by Client of such supplemental schedules, agreements and other documents as Bank may require, as a condition precedent to Client's use of other Standard Entry Class Codes. By way of example, the foregoing restrictions and requirements may apply to Client's use of ARC, RCK, BOC, POP, WEB, IAT or TEL Standard Entry Class Codes, or if Client is engaging in cross-border (international) transactions. Bank may block unapproved use of a Standard Entry Class Code or an unapproved cross-border transaction.

Except as provided below for "On-Us Entries," Bank shall: (i) process Entries received from Client to conform with the file specifications set forth in Rules, (ii) transmit such Entries as an ODFI to an ACH Operator selected by Bank in its sole discretion ("ACH Operator"), and (iii) settle for such Entries as provided in the Rules. Bank shall transmit or complete the necessary authorizations for ACH Entries by the deadline of the ACH Operator, one Business Day prior to the "Effective Entry Date" (as that term is defined in the NACHA Rules) shown in such Entries, provided: (a) such Entries are received by Bank's related cut-off time on a Business Day, (b) the Effective Entry Date is at least two Business Days after such Business Day for credit Entries, or at least one Business Day after such Business Day for debit Entries, and (c) the ACH Operator is open for business on such Business Day. If any of the requirements of this Section 4. of Part B are not met, Bank may use reasonable efforts to transmit such Entries to the ACH by the next deadline of the ACH Operator which is a Business Day and a day on which the ACH Operator is open for business.

4.3. *Security Procedures*. For the purpose of this Section 4. of Part B, Security Procedures shall have the meaning provided in the Agreement and shall include but not be limited to any Security Procedures used to access Accounts via Heritage Direct Online Banking and to use the ACH Service as provided in the Enrollment Form to this Agreement or otherwise.

4.4. *On-Us Entries*. In the case of an Entry received for credit to an account maintained with Bank (an "On-Us Entry"), Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in this Section 4. of Part B are met. If said requirements are not met, Bank may use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

4.5. *Same-Day Credit Entries*. Subject to Bank's prior approval, the ACH Service permits Client to elect to have Client's ACH credit Entries originated on a "same-day" basis, for settlement on the same day as the Effective Entry Date. Eligible ACH credit Entries received on a business day by the applicable cutoff hour for same-day Entries, will be treated as a "same-day" ACH Entry. For this purpose "eligible ACH credit Entries" will mean ACH credit Entries: (i) received on a business day by the cutoff hour for same-day Entries, (ii) that are less than $25,000, and (iii) that contain an effective Entry date for the same day as receipt, or a stale or invalid date. Effective September 15, 2017, eligible ACH debit Entries will also be eligible for same-day processing. To qualify as an "eligible ACH debit Entry," the Entry must meet the same criteria outlined above for eligible ACH credit Entries. Bank does not represent, warrant or otherwise guarantee that receiving depository financial institutions will post same-day ACH Entries by applicable deadlines. Bank may utilize same-day processing for any Entry that qualifies as an "eligible" same-day Entry even if Client did not intend the Entry to be processed using same-day processing. In such cases, Client is still responsible for all fees associated with same-day processing.

4.6. *Returned or Rejected Entries*. Bank shall notify Client by phone, facsimile or other electronic transmission, including email, of the receipt of a returned or rejected ACH Entry no later than one Business Day after the Business Day of receipt. Except for an Entry retransmitted by Client in accordance with the requirements of this Section 4. of Part B, Bank shall have no obligation to retransmit a returned Entry if Bank complied with the terms of this Section 4. of Part B with respect to the original Entry.

Bank may reject any Entry including, without limitation, an On-Us Entry: (i) which may be rejected under the Rules; (ii) if the total dollar amount of all Entries to be executed by and on behalf of Client on any one day exceeds the exposure limitations as specified by Bank (see Section 4.2 of Part B); (iii) that uses Standard Entry Class Codes not specifically and previously authorized by Bank for use by Client; or (iv) which contains an Effective Entry Date more than five days after the business day on which Bank receives the Entry. If Bank rejects an Entry under this Agreement or for any reason (including legal process or compulsion), Bank may reject or take any other action allowed for the Entry against an entire ACH file or files from Client.

4.7. *Prenotifications*. If Client chooses to originate non-dollar prenotification Entries to verify the accuracy of routing and account numbers, it agrees not to initiate live dollar Entries until at least three (3) banking days have passed following the Settlement Date of the prenotification Entry. Prenotifications will be provided to Bank in the format provided in the Rules. If Client receives notice that a prenotification has been rejected or returned, Client will research the problem and make any necessary corrections before transmitting another Entry.

4.8. *Notifications of Change*. Bank shall notify Client of all Notifications Of Changes (NOC) received by Bank relating to Entries transmitted by Client by phone, facsimile or other electronic transmission, including email, no later than two Business Days after the Business Day of receipt. Client must make the changes specified in an NOC or corrected NOC: (a) within six Business Days of receipt or prior to initiating another Entry to the Receiver's account, whichever is later; or (b) as otherwise required in the Rules, if the Rules specify a different time for correction.

4.9. *Prefunding; Payment*. Bank may designate Client as "ACH Prefunding," and Bank may change Client's designation to or from ACH Prefunding at any time, with or without cause and at Bank's sole discretion. Bank will inform Client of its designation as an ACH Prefunding client, and of any change in the designation.

Client will pay Bank, in immediately available funds, an amount equal to the sum of all credit Entries or debit Reversals related to Entry data delivered to Bank at such time as Bank may designate or, if not otherwise designated: (a) if Client is not an ACH Prefunding client, no later than the Effective Entry Date; and (b) if Client is an ACH Prefunding client, no later than the date of transmittal of the related Entry data to Bank or at such other time as Bank may have established for Client.

4.10. Tax Payments. Client may originate federal and state tax payments using Heritage Direct Online Banking ("Tax Payments"). To help facilitate Client's origination of Tax Payments, Bank may provide Client a template that Client may utilize to originate federal and state tax payments using Heritage Direct Online Banking. However, given changes that may be made from time to time by the federal and state tax authorities with regard to making tax payments by ACH transactions, Bank does not at any time warrant that the template provided to Client for the origination of Tax Payments will work satisfactorily for purposes of originating federal and state tax payments, and it is the Client's responsibility to frequently test and ensure the template works for Client's purposes. For avoidance of any doubt, Bank is not responsible for any federal or state tax payments that are not made or untimely made to the federal and state tax authorities as a result of any problems with the template provided by Bank. Additionally, Client agrees that if the template is or at any time becomes insufficient for Client to timely originate Tax Payments, Client will immediately notify Bank and at that time Bank may in its sole discretion decide to update the template as needed or decide to no longer offer Client the option of originating Tax Payments. Upon Bank's request, Client agrees to execute such additional enrollment forms and authorizations as Bank may request with respect to the origination of Tax Payments. Client authorizes Bank to release account and tax payment information to any taxing authority in processing Tax Payments and to confirm payments.

CLIENT MUST BE PRE-ENROLLED WITH THE FEDERAL AND/OR STATE TAXING AUTHORITIES PRIOR TO ORIGINATING TAX PAYMENTS. Client warrants that Client is enrolled in the Electronic Federal Tax Payment System (EFTPS) and has selected the ACH Credit option. Client also warrants that all special requirements of the EFTPS system have been met. Client also warrants that Client has completed appropriate enrollment requirements with each state taxing authority, as applicable.

Client is solely responsible for determining the amount of any taxes due and transmitting the correct payment information in accordance with the applicable requirements. Client must furnish Bank with complete and accurate tax payment information. Bank is not responsible for: (i) determining the correctness of any tax computation or payment; (ii) questioning the timing or amount of the payment; (iii) determining or questioning the correctness of any report or information submitted by Client (even if it appears incorrect on its face); or (iv) any penalty which may be imposed if Client instructs Bank to make a payment after Bank's cut-off time or the date the tax payment is due.

Bank will notify Client orally, electronically or in writing if Bank is unable to process any Tax Payment, and will do so no later than the Business Day following the payment date. If Client fails to maintain sufficient collected and available funds in Client's account, Bank may refuse to process the Tax Payment. If any payment is rejected, it will be Client's responsibility to resubmit the payment instruction. If Client does not have sufficient or available funds, Client may be charged an insufficient funds fee and any other fees or charges applicable to the transaction.

Bank will charge Client's Account for the amount of a Tax Payment when the payment is processed, or at Bank's option on the corresponding Settlement Date.

Client assumes the risk of any failure to submit payment instructions to Bank in a timely and correct manner. Payments should be submitted at least two Business Days prior to the due date. Any interruption of Bank's acceptance or processing of any Tax Payment, regardless of the reason, will not relieve Client of Client's obligation to make a federal or state tax payment or report. Client is ultimately responsible for promptly making any such required tax payment or report. Client is responsible for promptly making required federal or state tax payments by another means in the event there is an interruption in Bank's acceptance or processing of Tax Payments. Client agrees to be bound by the Rules, as amended from time to time, and all laws and regulations of the United States.

Client acknowledges that Bank's employees are not authorized or permitted to give tax advice to Client. Client agrees not to seek or place any reliance upon tax advice from Bank or Bank's employees. To cancel a request for a Tax Payment that Client has scheduled, Client must cancel online prior to Bank's processing of the request. Payments cannot be cancelled after this time. Bank may, at Bank's discretion, seek to assist Client in attempting to cancel or amend any payment but is not obligated to do so. If Bank does, Client will indemnify Bank in accordance with this Agreement for any losses Bank may suffer in connection with Bank's efforts.

4.11. *Client Representations and Warranties*. In addition to the representations and warranties provided by Client under the Agreement, with respect to each and every Entry initiated by Client, Client represents and warrants to Bank and agrees that:

a. Client shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire and other documents related to Entries for a period of six years. Without limiting the foregoing, each person as the Receiver of an Entry received by Bank from Client has authorized the initiation of such Entry, and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry. Client will provide Bank with a copy of such authorization whenever requested to do so within five business days. Such authorization is operative at the time of transmittal or crediting/debiting by Bank as provided herein;

b. Entries transmitted to Bank by Client are limited to those types of credit or debit Entries set forth in this Agreement;

c. If the amount of a debit Entry to a Receiver's account varies in amount from the previous debit Entry relating to the same authorization or preauthorized amount, Client will, at least ten days before the Effective Entry Date of such debit Entry, send the Receiver written notice of the amount of such debit Entry and its Effective Entry Date, unless the Receiver has previously been notified of Receiver's right to receive such notice and Receiver has elected to receive such notice only when the debit Entry does not fall within a specified range of amounts or varies from the most recent debit Entry by an agreed amount;

d. If any change is made by Client in the scheduled Effective Entry Date of one or more debit Entries, Client will, at least seven days before the Effective Entry Date of the first such debit Entry to be affected by such change, send the Receiver a written notice of the new Effective Entry Date(s) of such Entry or Entries;

e. Client shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the treatment of a payment of an Entry by the Receiving Depository Financial Institution ("RDFI") (as that term is defined in the NACHA Rules) to the Receiver as provisional until receipt by the RDFI of final settlement for such Entry;

f. Client specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Client shall not be deemed to have paid the Receiver the amount of the Entry;

g. Client will not use the ACH Service to collect: (i) payments for goods or services sold by third parties; (ii) payments relating to adult entertainment, gambling services, or child pornography; (iii) obligations owning to third parties; or (iv) obligations related to cash advances by Client;

h. Client hereby makes the same representations and warranties to Bank with respect to Entries sent by Bank to an ACH Operator upon the authorization of Client as Bank is deemed to make under the Rules, and Bank shall have no responsibility with respect to matters so represented and warranted by Client; and

i. Except as previously disclosed in writing by Client to Bank: (i) Client is not a "money-services business" (as defined at 31 CFR 103.11(uu) or successor regulation) and is not subject to any state license requirements applicable to a money-services business, banks, broker-dealers or other financial institutions; and (ii) no Entry data is submitted by Client on behalf of, or as agent, service bureau or processor for another. By way of example, Client will not submit debit Entries that result from a sale of goods or services by a third party to the Receiver.

j. Client agrees to indemnify Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

4.12. *Retention*. In addition to any retention obligations of Client otherwise provided under the Agreement and this Section 4. of Part B, Client agrees to retain and make readily available to Bank on request all information necessary to remake any files of Entries for ten banking days following the Settlement Date.

4.13. *Audit*. In addition to the audit commitments provided under the Agreement, if transactions Client conducts involve some use of the Internet, then Client agrees to conduct an internal security audit at least annually to ensure that the financial information obtained from Receivers is protected by security practices and procedures ("security audit") that include, at a minimum, adequate levels of: (i) physical security to protect against theft, tampering, or damage; (ii) personnel and access controls to protect against unauthorized access and use; (iii) network security to ensure secure capture, storage, and distribution of financial information; and (iv) any other items identified in the NACHA Operating Guidelines of the Rules. Upon Bank's request, Client agrees to have an external security audit conducted within sixty (60) days of the request. The external security audit will include the same items described in this paragraph for an internal security audit. Client agrees to provide Bank with a copy of each internal and external audit report, as applicable, in a format acceptable to Bank within (30) days from the completion of the audit.

Without limiting the foregoing, Client specifically agrees to establish data security policies, procedures and systems as required by the Rules. This requires Client to:

a. Protect the confidentiality and integrity of Protected Information

b. Protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and

c. Protect against unauthorized use of Protected Information that could result in substantial harm to a natural person

Such policies, procedures, and systems must include controls that comply with applicable regulatory guidance on access to all systems used by Client to initiate, process and store Entries. The Rules define Protected Information as the nonpublic personal information, including financial information, of a natural person used to create or contained within an Entry and any related Addendums record.

5. Positive Pay Service. Heritage Direct Online Banking may allow Client to use the positive pay service ("Positive Pay Service") for checks and/or ACH, collectively the Positive Pay Service, described in this Section.

5.1. *Account Designation*. During Client's enrollment in the Positive Pay Service Client will maintain Account(s) with Bank designated in the Enrollment Form or otherwise in writing, to which the Positive Pay Service will be made available (collectively the "Designated Account"). Except as specifically provided in this Section 5. of Part B, the Positive Pay Service do not cover the handling of the Designated Account or the processing of checks or electronic funds transfers against the Designated Account. As a result, the Designated Account will be subject to, and Client's operation of the Designated Account will be in accordance with, the terms and provisions of Bank's deposit account agreement governing the Designated Account, a copy of which Client acknowledges having received.

5.2. *Security Procedures*. For the purpose of this Section 5. of Part B, Security Procedures shall have the meaning provided in the Agreement and shall include but not be limited to any Security Procedures used to access Accounts via Heritage Direct Online Banking and to use the Positive Pay Service as provided in the Enrollment Form to this Agreement or otherwise.

5.3. *Positive Pay Check Service*.

a. The Positive Pay Check Service provides certain account services through an automated check matching system. Client's lists of Client Checks recently issued will be compared against the amounts and check numbers of the checks that actually clear against the specified Client account(s) listed on Enrollment Form and that are approved by Bank for the Positive Pay Service. Client agrees that Bank will only be obligated to match the check number and dollar amount from the Check Issue Data (defined below) and that Bank may in its sole discretion, but is not obligated to, match additional data provided in the Check Issue Data ("Additional Data"), including but not limited to payee name. Regardless of whether Bank decides to match against Additional Data, and notwithstanding the fact that Additional Data may be included in the Check Issue Data, Client further agrees that Bank will not be liable to Client and Client agrees to hold Bank harmless from loss or liability resulting from Bank's action or inaction with respect to Additional Data. Bank's determination to match Additional Data in any case will

not obligate Bank to continue to do so in other instances. Notwithstanding the foregoing, Bank and Client may agree to Bank's review of Additional Data, subject to additional terms, fees and conditions.

b. Client must submit a file ("Check Issue Data") to Bank prior to the cut-off time provided in the Enrollment Form on the day of issuance of any checks against accounts that are subject to the Positive Pay Service. The Check Issue Data must be in the format and contain the information specified by Bank in the Supporting Documentation.

c. The term "presented item(s)" shall mean checks that are presented for payment against the Designated Account through the normal check collection system. Presented items that do not match an item included in a Check Issue Data, pursuant to this Section, will be identified as Exception Items. Client must submit a "pay" or "return" decision for each Exception Item to Bank on the same Bank Business Day by the deadline specified in the Enrollment Form.

d. Client grants Bank full authority to honor all checks that match the check numbers and amounts corresponding to the issue records maintained at Bank.

e. Unless otherwise indicated in writing or email submitted by Client to Bank in the form and containing the information that Bank chooses to require in its sole discretion, the Bank's default is to "pay" any Exception Item for which Client has not submitted a return request on the same Business Day by the deadline specified in the Enrollment Form. Subject to Bank's approval, requests to change the default made on a Business Day before the applicable cut-off hour provided in the Enrollment will take effect the following Business Day, and such requests to change the default made on a non-Business Day or after the aforementioned time on a Business Day will take effect the second Business Day following the date of the request to change the default.

f. In the event Bank pays an Exception Item as described above in Section 5.3.e of Part B, Client agrees that: (i) Bank will be deemed to have exercised ordinary care under the loss allocation provisions of California Commercial Code Sections 3406(b) and 4406(e); (ii) it will be rightful honor by Bank, and the item will be deemed properly payable; and (iii) Client waives any right Client may have to assert that the item was not properly payable under California Commercial Code Section 4401 or any applicable clearing house rule, or otherwise.

g. If Client orders or prints checks from any check-printing vendor other than a Bank selected vendor, Client agrees to meet the Bank's MICR encoding specifications.

h. The Positive Pay Service applies to checks that are presented for payment to Bank through normal interbank automated clearings. Client acknowledges that the Positive Pay Service does not cover checks which are (collectively "ineligible checks"): (i) presented over-the-counter, (ii) presented by mail for collection, (iii) misencoded or duplicate items, and (iv) items which Bank has already cashed, negotiated or paid or which Bank is already committed to honor or pay under applicable laws, regulations or the ACH Rules. Bank may, in its sole discretion, attempt to compare Check Issue Data or other data, as otherwise provided in this Section 5. of Part B, against ineligible checks, but Bank will not be liable for its failure or refusal to do so.

i. Subject to funds being available pursuant to Bank's funds availability policy, Bank shall honor all checks which are marked as Exception Items and for which Client has not submitted a "return" decision, unless the default for paying items has been changed in accordance with paragraph e. above of this Section 5.3 of Part B.

5.4. *Positive Pay ACH Service*.

a. Client may use the Positive Pay ACH Service to review and confirm ACH debit and credit transactions that post to the specified Client accounts listed on Enrollment Form and approved by Bank for use with the Positive Pay ACH Service.

b. Client shall establish (and update from time to time) through Heritage Direct Online Banking , or in a manner acceptable to Bank, its ACH policies which govern permissible transactions by originating company ID, Standard Entry Class Code, dollar range, and/or transaction code, as specified further in the Supporting Documentation. Alternatively, if Client chooses to block ACH Debit Entries versus filtering ACH Debit Entries for specified Accounts, all incoming ACH transactions (debit or credit) may be treated as exceptions and available for the Client's review.

c. Client shall review exceptions it receives from Bank as communicated through Heritage Direct Online Banking, and determine if the exceptions will be treated as authorized or unauthorized ACH transactions. Note that upon receiving a communication from Bank to Client through Heritage Direct Online Banking, an email notification may be sent to Client's email address found in Bank's records alerting Client to the communication.

d. Client shall make its exceptions decisions through Heritage Direct Online Banking on each Bank Business Day by the deadline specified in the Enrollment Form.

e. Client acknowledges that the Services do not cover ACH debit or credit items which Bank has already paid or finalized or which Bank is already committed to pay or honor under applicable laws, regulations or the ACH Operating Rules.

f. Bank shall compare incoming ACH debit and credit transactions against Client's established ACH policies and accept those transactions which are authorized under Client's ACH policies as established by Client in the System. Bank shall be entitled to rely exclusively on any blocking or filtering instructions provided to Bank by Client, and Bank shall not be required to review Entries to determine if the blocking or filtering instructions provided by Client are consistent with other information contained in an Entry, including the name of the "Originator" (as that term is defined in the NACHA Rules). Bank shall not be liable for action or inaction taken based on Client's information, even if Bank is aware of contrary or inconsistent information in an Entry. Client understands that any error in the Originator identification number will make the block or filter instructions ineffective. Bank will not be responsible for blocking or filtering Entries which contain different or varied Originator identification numbers, including from an Originator previously blocked or authorized but that has altered its identification number (whether to circumvent the block or for other reasons), notwithstanding the same or a similar Originator name is identified in the Entry or was otherwise known to Bank.

g. Bank shall submit to Client as exceptions any ACH transactions which do not meet Client's ACH policies.

h. Bank shall make reasonable efforts to make exceptions available to Client on each Bank Business Day by the deadline specified in the Enrollment Form.

i. Bank will return and will reflect in Client's account records as posted and returned any ACH exceptions Client does not choose to pay. Generally, unauthorized ACH debit transactions will be returned on the Bank Business Day following posting.

j. If Client's default decision is "Pay", and the Bank makes payment of an ACH Entry in accordance with Client's selection, Client agrees that the ACH transaction(s) in question will be posted to Client's Account as properly payable and authorized even if they are not entries that were authorized by Client. When processed in accordance with Client's default decision, Client waives any right Client may have to assert that a transaction or Entry was not properly authorized under the NACHA Rules, or otherwise. If Client's default decision is to "Return", and the Bank returns an ACH Entry as unauthorized in accordance with Client's selection, Client: (i) waives any rights Client may have to assert that the return of the Entry was wrongful under any Rule, or otherwise; and (ii) agrees that the Bank has exercised ordinary care.

k. Unless otherwise indicated in writing or email submitted by Client and agreed to by Bank in the form and containing the information that Bank chooses to require in its sole discretion, the Bank's default is to "pay" any item showing as an exception for which Client has not submitted a decision to return the item on the same Business Day by the deadline specified in the Enrollment Form. Subject to Bank's approval, requests to change the default made on a Business Day before 5:00 p.m. will take effect the following Business Day, and such requests to change the default made on a non-Business Day or after the aforementioned time on a Business Day will take effect the second Business Day following the date of the request to change the default.

5.5. *System Interruption or Failure*. In the event of system interruption or failure, either that of Client's or Bank's system, resulting in Bank's inability to receive or process Client's Check Issue Data or other communication, the Check Issue Data or other Client communication will be deemed as having not been sent by Client, even if Bank has possession of the Check Issue Data or other Client communication.

5.6. *Limitation on Liability*. In addition to any other limitation on liability described in the Agreement, Client agrees that if Bank pays or rejects for payment checks or items in accordance with this Section 5. of Part B, Client releases Bank and holds it harmless from any claim that the checks or items were not properly payable, or for wrongful dishonor, as applicable.

6. Remote Deposit Capture Service. Heritage Direct Online Banking may allow Client to remotely deposit Checks of its customers ("Remote Deposit Capture Service"). The Remote Deposit Capture Service allows for the conversion of Checks to Substitute Checks or Image Exchange Items, which would enable Client to transmit paper checks converted to Imaged Items to Bank for processing and deposit into the designated account of Client maintained at Bank. Client desires to use the Remote Deposit Capture Service to facilitate the services as identified in and subject to this Section. To the extent Client uses a Wireless Access Device to present Imaged Items to Bank for processing, the terms of the Mobile Banking Service (described in Section 7. Part B) will also apply. Bank reserves the right, with prior written notice to Client, to place, from time to time, limits on Client's right to use the Remote Deposit Capture Service.

6.1. *Definitions*. Unless otherwise defined below or in this Section 6. of Part B, terms in this Section 6. of Part B shall have the meaning provided in the Agreement.

a. "Endpoint" means any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Electronic Items or Substitute Checks.

b. "Image Exchange Item" means a digitized image of an Item cleared and settled directly with a Paying Bank without conversion to a Substitute Check.

c. "Imaged Item" means the digitized image of a Check that is created by Client and transmitted to Bank using the Remote Deposit Capture Service.

d. "Item" means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution and payable or endorsed to Client, and includes Original Checks, Substitute Checks and Image Exchange Items.

e. "Non-cash Item" means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Paying Bank.

f. "Non-qualifying Item" means Non-cash Items, Items payable in a medium other than United States money, currency, warrants, Items payable to third parties, demand drafts or remotely created checks as defined by the UCC and Regulation CC, respectively, Items that are stale dated by six months or more or post-dated, savings bonds, Items payable to "cash," Substitute Checks, non-negotiable Items, Items that have been returned unpaid for any reason and any Item that exceeds Client's transaction limitations as established by Bank from time to time.

g. "Original" with respect to a Check means the first paper Item issued with respect to a particular payment transaction.

h. "Paying Bank" means the United States financial institution ordered in an Item to make payment to the payee(s) named on the Item.

i. "RDC Account" has the meaning provided below in Section 6.1 of Part B.

j. "Remote Deposit Capture Services" means the services described in this Section 6. of Part B, to be provided by Bank to Client to enable the processing of Items digitally as Image Exchange Items through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints, including collectively the procedures, protocols, and software used by Bank and its licensors and contractors in connection with the electronic processing of Items.

k. "Software" means any software which may be offered or required by Bank for use in receiving, validating and packaging images and data from a bulk file to be forwarded to Bank for additional processing.

l. "UCC" means the Uniform Commercial Code as enacted and amended in the state whose law governs interpretation of the Remote Deposit Capture Service.

m. "United States Financial Institution" means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

6.2. *Primary Account Designation*. Client may use the Remote Deposit Capture Services to facilitate a deposit to any deposit account Client has with Bank (other than those with deposit restrictions, such as certificate of deposits). The account to which Client designates a deposit shall be referred to as the "RDC Account" for the purpose of this Agreement and the deposit transaction. Client authorizes Bank to debit the RDC Account (or any other account maintained by Client at Bank) for any fees or other amounts due Bank in connection with the Remote Deposit Capture Services. If the RDC Account is closed for any reason, Client's Remote Deposit Capture Services will be stopped along with any unprocessed Remote Deposit Capture Services transfers. To reinstate its Remote Deposit Capture Services, Client must designate a new RDC Account.

6.3. *Security Procedures*. For the purpose of this Section 6. of Part B, Security Procedures shall have the meaning provided in the Agreement and shall include but not be limited to any Security Procedures used to access Accounts via Heritage Direct Online Banking and to use the Remote Deposit Capture Service as provided in the Enrollment Form to this Agreement or otherwise.

6.4. *Client Rights*. Subject to the terms of this Section 6. of Part B, Bank hereby grants Client a non-exclusive, non-transferable right to access and use the Remote Deposit Capture Service in connection with Client's own business operations in accordance with the Supporting Documents.

6.5. *Client Responsibilities*. In connection with the Remote Deposit Capture Services, Client shall comply with the following:

a. Client shall maintain the RDC Account at Bank for the receipt of deposits of Items.

b. The electronic images of Checks will be transmitted by Client to Bank, or Bank's authorized processor, over the Internet through a secure web-based interface, in accordance with this Agreement.

c. Client's RDC Account will be provisionally credited upon Bank's acceptance of the Imaged Items for deposit which are received by Bank from Client through the Remote Deposit Capture Service.

d. Client will maintain the RDC Account for Client to receive credit and provide other specific information required by Bank related to the Remote Deposit Capture Service. As set forth in this Section 6. of Part B, all deposits received by Bank are accepted subject to Bank's verification and final inspection and may be rejected by Bank in Bank's sole discretion. All deposits are subject to the terms of the deposit account agreement governing Client's accounts.

e. Client will create images of Checks at Client's location by use of scanning hardware and Software approved or provided by Bank. Client will enter all amounts and any other required information correctly and in accordance with the Supporting Documents.

f. Client will only submit Checks for processing to Bank that meet the definition of "Item" as provided in this Section 6. of Part B and will ensure that the Items scanned meet the then current ANSI X9 standards for image quality required by Regulation CC, or other standards established or required by Bank or applicable law, as amended from time to time. Client will not process any Non-qualifying Items. Bank's processing of any Non-qualifying Items shall not constitute a waiver by Bank or obligate it to process such Non-qualifying Items in the future. Bank may discontinue processing of Non-qualifying Items at any time, without cause or prior notice.

g. Client will not attempt to scan and transmit to Bank any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with the Bank. Notwithstanding the foregoing, Bank may redeposit any returned Substitute Check or Image Exchange Item consistent with the terms of the deposit account agreement governing Client's accounts.

h. Client will not attempt to scan and transmit to Bank any third party checks.

i. Client will (i) ensure that Items are restrictively endorsed or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of Items, (ii) handle, process, maintain and destroy Original Checks as set forth in this Section 6. of Part B and in the Supporting Documents, and (iii) ensure that no financial institution (depositary, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Item more than once in any form.

j. Except to the extent otherwise expressly agreed by Bank, Client will provide, at its own expense, a broadband Internet connection, such as via a digital subscriber line (DSL) or other connectivity having equivalent or greater bandwidth and all other computer hardware, software, including but not limited to a compatible Web browser, and other equipment and supplies required to use the Remote Deposit Capture Service, all of which must satisfy any minimum requirements set forth in the Supporting Documents or as otherwise may be acceptable to Bank. Except to the extent otherwise provided in this Section 6. of Part B or the Supporting Documents, Client will provide, or obtain from another party selected by Client at Client's expense, support and maintenance of such Internet connection and all other computer hardware, software, and equipment required to use the Remote Deposit Capture Service, including without limitation troubleshooting Internet connectivity issues with Client's internet service provider (ISP).

k. Client will balance the dollar amount of each deposit to the sum of Checks prior to transmitting to Bank.

l. Client will balance transactions transmitted from the previous Business Day and immediately notify Bank of any error or discrepancy discovered.

m. Unless Bank specifically agrees otherwise in writing, Client will not use the Service to deposit any Check or Checks that exceed the transaction limits established by Bank from time to time. Bank may communicate the transaction limits, including changes to the same, by written or electronic notice to Client.

n. Client will be responsible for verifying Bank's receipt of Client's transmission(s) by verifying that deposits have been posted to the RDC Account, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with the Bank.

o. Client will maintain fully qualified, properly trained and experienced administrative staff and employees sufficient to perform its obligations under this Section 6. of Part B.

p. Client will not engage in any activity directly or indirectly related to the use of the Remote Deposit Capture Service that is illegal or fraudulent.

6.6. *Equipment*. To the extent Bank provides equipment for Client's use of the Remote Deposit Capture Service, Client is responsible for the maintenance of the equipment and Bank may require Client's use of the same to be subject to separate terms. If any equipment is lost, stolen, or damaged in such a manner that Client cannot comply with the capture, transmission, processing, and other applicable procedures and requirements of this Section 6. of Part B, Client agrees to immediately inform Bank and Bank may then provide to Client new equipment or require Client to obtain and substitute new equipment that is acceptable as shown in the Supporting Documentation, before Client continues using the equipment and the Remote Deposit Capture Services. If Client's use or maintenance resulted in damage to any Bank-provided equipment, Client agrees to reimburse Bank on demand for Bank's costs to repair the equipment.

Client shall be responsible for installing and implementing any changes and upgrades to the equipment as required by Bank, and to do so within 5 days of notice to Client of the same, including when provided to Client as part of an effort by Bank to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the equipment or the Remote Deposit Capture Services. Client will ensure that the equipment is clean and operating properly, and will inspect and verify the quality of images and ensure that the digitized images of Original Checks are legible for all posting and clearing purposes. Client will be solely responsible for verifying the compatibility of any equipment used with the Remote Deposit Capture Service. Client will comply with all capture, transmission, processing, and other applicable procedures and requirements of this Section 6. of Part B (including any Supporting Documentation), the equipment and the Remote Deposit Capture Services. Client will only use the equipment and Remote Deposit Capture Services for Client's own internal business purposes and in accordance with this Section 6. of Part B.

6.7. *Software*. At any time during the Client's enrollment in the Remote Deposit Capture Service, Bank may require in its sole discretion the use of Software in connection with the Remote Deposit Capture Services.

a. To the extent Bank requires the use of Software in connection with the Remote Deposit Capture Service, Client will implement and use the Software, as set forth in the Supporting Documents and any applicable materials relating to the Supporting Documents to transmit output files to Bank.

b. Client acknowledges that (i) its license to any Software that may be required for the Remote Deposit Capture Service is directly from the Software provider, pursuant to the license agreement that appears when any such Software is electronically accessed by Client or otherwise provided to Client, (ii) Bank may provide certain "first level" support to Client with respect to the Software, but that Bank will have no responsibility, for maintenance, support, infringement protection, or otherwise, to Client with respect to the Software, and (iii) Client will look strictly to the Software provider, or its successors, with respect to any issues concerning the Software that cannot be satisfactorily resolved with Bank's assistance.

c. Client will use the Software solely for the purpose of transmitting Imaged Items and other information to Bank consistent with this Section and not for communications with any other party. Client will not allow access to the Software or the use of the Remote Deposit Capture Service by any person other than Client, and will only process Items arising from a transaction or obligation between Client and its direct payer. Without limiting the foregoing, Client agrees to implement and maintain separation of duties and dual control procedures at Client's location(s) to ensure compliance with the limitation on access commitments provided under this Section 6. of Part B.

d. Client will promptly return all copies of the Software and Supporting Documents, including materials related to the Supporting Documents, to Bank upon termination of the Remote Deposit Capture Service.

e. To ensure Client's retention obligations under this Section 6. of Part B, Client agrees to implement and maintain business continuity procedures, including but not limited to those needed to ensure proper backup of data and periodic testing of the same.

f. Bank may, from time to time, require and change the Software required for the Remote Deposit Capture Service. Client will be responsible to install and implement and changes to the Software within five (5) days following notice of such change.

6.8. *Retention and Destruction of Original Check*. Client will retain each Original Check in accordance with the Supporting Documents. If not directed otherwise by the Bank, Client will store Original Checks in a safe and secure environment for a minimum of 10 Business Days, but not exceeding 30 Business Days after such Item has been digitized and processed. Client shall take appropriate security measures to ensure that: (i) only authorized personnel shall have access to Original Checks, and (ii) that the information contained on such Original Checks or on any corresponding Imaged Items are not disclosed to third parties. Client will promptly (but in any event within 5 Business Days) provide any retained Original Check (or, if the Original Check is no longer in existence, a sufficient copy of the front and back of the Original Check) to Bank as requested to aid in the clearing and collection process, or to resolve claims by third parties with respect to any Item or as Bank otherwise deems necessary. Client will use a commercially reasonable method which is consistent with any requirements of Regulation CC and approved by Bank to securely and permanently destroy Original Checks after Client's retention period has expired.

6.9. *Processing Times*.

a. Imaged Items processed for deposit through the Remote Deposit Capture Service will be deemed to have been received by Bank for deposit at the time the Imaged Items are actually received and accepted at the location where Bank or its designated agent posts the credit to the RDC Account. A deposit of Imaged Items will be deemed to have been received and accepted by Bank for deposit when all of the following have occurred: (i) Bank has preliminarily verified that the image quality of the Imaged Items is acceptable to Bank in its discretion, all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (ii) Bank has successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Imaged Items received by Bank for deposit may be rejected by Bank in Bank's sole discretion.

b. Items will be processed and ready for presentment by Bank after Bank receives all good digitized images and associated data for any given transmission from Client. Client agrees to view the images of each scanned Item that is sent to Bank. If Item information received by Bank is not complete or cannot be processed by Bank for any reason, Bank may reject the Imaged Item, notwithstanding any transmission confirmation and charge the amount back against any provisional credit to Client's RDC Account. Bank will use commercially reasonable efforts to present Items for payment to the applicable Endpoint within a reasonable period of time following such receipt.

c. If an Imaged Item is not accepted for deposit, Client may then submit the Original Check to Bank for processing or contact the maker to reissue the Check. If Client submits the Original Check for processing, Bank reserves the right to refuse to process the Check for deposit and presentment to the Paying Bank and may instead require Client to have the maker reissue the Check.

d. It is Client's responsibility to understand and build into its transmission schedules the appropriate deadlines necessary to meet the availability schedules of Bank as set forth in the Agreement or as otherwise established by Bank. Client is further responsible for understanding and building into its transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

6.10. *Returned Items*. Client understands and agrees that an Item that is not paid by a Paying Bank, or is otherwise returned for any reason, will in Bank's discretion be: (i) re-presented to the Paying Bank; or (ii) returned to Client and Client's RDC Account charged for the amount of the Item plus any associated fees as disclosed in Bank's applicable fee schedule, which may be changed from time to time in Bank's discretion. Client agrees that Items may be returned as Image Exchange Items, rather than Substitute Checks. Bank's right to charge the RDC Account of Client will apply without regard to whether the Item is timely returned to Bank or whether there is any other claim or defense that the Item has been improperly returned to Bank.

6.11. *Bank Rights and Responsibilities*.

a. For all Imaged Items processed by Client pursuant to this Section 6. of Part B, either (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Imaged Exchange Items will be presented for payment through image exchange networks. Bank may in its sole discretion determine the manner of processing. All such processing and presentment shall be done in accordance with timeframes and deadlines set forth in the Supporting Documents and as otherwise established by the Bank from time to time.

b. Unless otherwise agreed by Client and Bank, Bank will process any returned Items in accordance with applicable law and the account agreement governing the deposit account to which the deposit was made.

c. Subject to the terms of this Section 6. of Part B, availability of credit from Items processed via the Remote Deposit Capture Service will be subject to the availability schedule of Bank, which may be amended from time to time.

d. Bank may at its sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Items. Bank may from time to time establish transaction limitations and assign them to Client.

e. Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Item for presentment if such transmittal would result in Bank's having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines or if Bank's otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In the event of any failure or delay, Client acknowledges that it may instead deposit directly with Bank any Original Items for processing and presentment, provided such Original Items have not been previously imaged and processed in connection with the Remote Deposit Capture Services.

f. In addition to any other rights Bank may have with regards to the accounts of Client, Bank may hold and use funds in any Client account following termination of this Section 6. of Part B for such time as Bank reasonably determines that any Item processed by Bank prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which Bank may be responsible. Without limitation, Client recognizes that under the UCC, Regulation CC and the rules of any image exchange network Bank's representations and warranties as regards Image Exchange Items and Substitute Checks may expose Bank to claims for several years following processing of the Image Exchange Item or Substitute Check.

6.12. *Client Representations and Warranties*. Client makes the following representations and warranties with respect to each Item, including Non-qualifying Items, processed by Client pursuant to this Section 6. of Part B:

a. The Imaged Item is a digitized image of the front and back of the Original Check and accurately represents all of the information on the front and back of the Original Check as of the time Client converted the Original Check to an Imaged Item;

b. The Imaged Item contains all endorsements applied by parties that previously handled the Original Check in any form for forward collection or return;

c. Except as otherwise specifically disclosed in writing to Bank, Client is not now engaged, and will not during the time Client is enrolled in the Remote Deposit Capture Service engage, in any business that would result in Client being or becoming a "money service business" as defined in the Federal Bank Secrecy Act and its implementing regulations;

d. All encoding, transfer, presentment and other warranties made under applicable law as Bank is deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network; and

e. There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and Client will be liable for and otherwise assume responsibility for any such duplicate presentment of any Check. Client agrees to indemnify and defend Bank against any and all claims, causes of action or demands arising out of or directly or indirectly related to the duplicate presentment of any Check.

6.13. *Bank's Liability*. In addition to any limitations in the Agreement, Bank will not be liable to Client for any refusal of a Paying Bank to pay an Image Exchange Item or Substitute Check for any reason (other than the gross negligence or willful misconduct of Bank), including without limitation, that the Original Check, Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature.

7. Business Mobile Banking Service.

7.1. *Generally.* The Business Mobile Banking Service ("Mobile Banking") provides wireless access to the Services. Some Services may not be accessible while using Client's wireless access device ("Wireless Access Device"). Additional Mobile Banking Services may be added to or removed by Bank from time to time. Some Mobile Banking Services may not be available without special application to and approval by Bank, may be limited to specific types of accounts, and may require Client to agree to additional terms and conditions which may be presented online at the time the feature is activated. Client assumes full responsibility for the consequences of any missing or unauthorized use of or access to the Mobile Banking Service or disclosure of any confidential information or instructions by Client, or anyone acting on Client's behalf.

Client acknowledges that Client's mobile service provider may charge for sending and receiving text messages on Client's Wireless Access Device (defined below). Message and data rates may apply. The Mobile Banking Service is limited to accounts within the U.S. For help, text HELP to 99453 and to cancel text alerts, text STOP to 99453 at any time.

7.2. *CLIENT'S CONSENT TO RECEIVE SMS TEXT AND EMAIL MESSAGING.* By accepting these terms Client expressly authorizes Heritage Bank of Commerce and its service providers to send SMS text messages and emails to Client regarding Client's accounts and financial transactions, in connection with the Mobile Banking Services. Heritage Bank of Commerce may send these messages to any mobile phone or email address Bank has in its records for Client or Client's accounts. Link to our Privacy Policy https://heritagebankofcommerce.bank/Privacy-and-Security.aspx

7.3. *Access.* To access and utilize the Mobile Banking Service Client will need a compatible Wireless Access Device that is connected to the Internet through Client's mobile communications service provider. Bank reserves the right to change, add to, or terminate services with Bank's third-party software providers, to substitute different software providers, and to enter into or arrange for the provision Mobile Banking Service by other licensors and third-parties.

7.4. *Privacy and User Information.* Client acknowledges that in connection with Client's use of Mobile Banking, Heritage Bank of Commerce and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by Client or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Heritage Bank of Commerce and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by Client. Heritage Bank of Commerce and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

7.5. *Software; Limited Use*. To the extent the Mobile Banking Service involves Bank's having granted Client software license ("software") usage rights, such grant shall be a personal, non-exclusive, non-transferable right to access and use the Mobile Banking Service in connection with Client's use in accordance with this Agreement. The Mobile Banking Service does not involve the sale of software. Nothing in this Agreement will entitle Client to receive technical support, telephone assistance regarding the software, or updates to software. Upon termination, Client agrees to immediately destroy all copies of any software which had been downloaded to Client's Wireless Access Device or otherwise in Client's possession and control as part of Client's access and use of the Mobile Banking Service. Without limiting the generality of the foregoing, Client agrees not to: (a) make the Mobile Banking Service available or allow use of the Mobile Banking Service in a computer bureau service business, or on a timesharing basis, or (b) otherwise disclose or allow use of the Mobile Banking Service by or for the benefit of any third party. Client acknowledges that Client's license to use any software that may be required for the Mobile Banking Service is directly from the software provider, pursuant to the license Agreement that appears when any such software is electronically accessed by Client or otherwise provided to Client. By enrolling in portions of the Mobile Banking Service relating to those software systems and programs, and by downloading and installing Mobile Banking software, Client will be evidencing Client's acceptance of the terms and conditions of those licenses. Bank may also condition Client's use of the Mobile Banking Service upon Client affirming such licenses by the use of "I Accept" or similar dialogue box acknowledgments, or by other affirmative or use-based acknowledgment and systems.

7.6. *Restrictions on Use*. Without limiting Client's obligation to comply with Applicable Laws and Regulations, including Acts, as otherwise provided under the Agreement, Client agrees that Client will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom Client does not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Heritage Bank of Commerce (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation Heritage Bank of Commerce or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Heritage Bank of Commerce, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. Client agrees that Client will not attempt to: (a) access any software or services for which Client's use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

7.7. *Security and Confidentiality.* Bank is not responsible for the security and confidentiality of information when Client: (i) use wireless connections to download Client's account information, in which case Client acknowledges such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to Client's Wireless Access Device. Client agrees that any account information that Client downloads is done at Client's own risk, and Client is solely responsible for any damage that might occur to the electronic device to which Client downloads any information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device. CLIENT AGREES TO TERMINATE THE MOBILE BANKING SERVICE, OR DISABLE CLIENT'S REGISTERED WIRELESS ACCESS DEVICE FROM THE MOBILE BANKING SERVICE IMMEDIATELY IN THE EVENT CLIENT'S REGISTERED DEVICE BECOMES LOST, STOLEN OR IS NO LONGER IN USE BY CLIENT.

7.8. *Relationship to Third Party Agreements.* Client agrees that, when Client uses the Mobile Banking Service, Client remains subject to the terms and condition of Client's existing agreements with any unaffiliated service providers, including, but not limited to Client's mobile service provider. Client understands that those agreements may provide for fees, limitations and restrictions which might impact Client's use of the Mobile Banking Service (such as data usage or text messaging charges imposed on Client by Client's mobile service provider), and Client agrees to be solely responsible for all such fees, limitations and restrictions. Client also agrees that only Client's mobile service provider is responsible for its products and services. Accordingly, Client agrees to resolve any problems pertaining to Client's Wireless Access Device or mobile services with Client's provider directly.

7.9. *Mobile Deposits.* Together with Mobile Banking, the Remote Deposit Capture Service (described in Section 6. of Part B) enables Client to use an approved Software application together with a compatible Wireless Access Device to create electronic images of the front and back of Original Checks and transmit those images and other information to Bank for review and deposit processing.

8. Lockbox Service. The lock box service allows Client to direct its customers to send their checks payable to Client ("Checks") to a Post Office Box that is serviced by Bank ("Lockbox Service"). Bank (including Bank's Processors) will have unrestricted and exclusive access to the mail directed to the Lockbox. Client authorizes Bank to indorse Checks received at the Lockbox, and to deposit them into Client's account designated in the Supporting Documents ("Lockbox Account"). Bank will credit the Lockbox Account with funds no later than the next business day, subject to Bank's funds availability policy. Lockbox deposits credited to Client's Lockbox Account maintained with Bank will be reflected on Client's periodic statement issued by Bank with respect to the Lockbox Account pursuant to the agreement between Bank and Client.

Client acknowledges that this Agreement covers the Lockbox Service to be provided by Bank and, except as specifically provided in this Agreement, does not cover the handling of the Lockbox Account or the processing of Checks drawn on the Lockbox Account. As a result, Client's Lockbox Account will be subject to, and Bank's operation of the Lockbox Account will be in accordance with, the terms and provisions of Bank's deposit account agreement governing the Lockbox Account, a copy of which Client acknowledges having received.

8.1. *Commencement of Lockbox Service*. The Lockbox Service covered by this Agreement will start on the date separately agreed to by the Bank and the Client if all of the following events have occurred prior to such date:

a. Bank has established a lockbox with the number and at the address specified by Bank to Client.

b. Client maintains one or more accounts in good standing with Bank.

c. Client has completed all Supporting Documents applicable to the Lockbox Service and such other information and documents in a time and manner as Bank requests to enable Bank to commence and operate the Lockbox for Client and to enable Bank to comply with Bank's other obligations under this Agreement.

d. Bank has completed all steps necessary to enable its Processor (as applicable) to service the Lockbox pursuant to this Agreement.

8.2. *Remittance Materials*. Unless otherwise identified in the Supporting Documents, papers accompanying each remittance, including copies of additional correspondence, together with all unprocessed or rejected items (collectively, "Remittance Materials") will be forwarded to the Client via USPS.

8.3. *Unacceptable Checks*. Unless otherwise requested by Client and agreed to by Bank, Bank will not deposit Checks falling into any of the following categories, or Checks which Bank has otherwise instructed Client not to deposit (collectively, "Unacceptable Checks"):

a. Checks on which the name or designation of the payee is not Client's name or a reasonable variation (in Bank or Processor's opinion) of such name.

b. Checks which do not bear a drawer's signature.

c. Checks with alterations.

Notwithstanding the foregoing, Bank will only use reasonable efforts to identify Checks as Unacceptable Checks and prevent deposits. As a result, Bank will have no liability whatsoever, despite anything to the contrary in the Agreement, for deposit of Unacceptable Checks unless the deposit results directly from the willful misconduct of Bank's officers or employees. Client agrees to indemnify, defend and hold harmless Bank, the drawee bank (which may include Bank) and any intervening collecting bank against any claim resulting from Bank's having processed an Unacceptable Check.

8.4. *Checks to Be Deposited (also referred to as "Acceptable Checks")*. Unless Client specifies otherwise in writing to Bank, checks which do not fall into one of the categories of Unacceptable Checks will be deposited in Client's Lockbox Account, subject to this Agreement. In addition:

a. Checks missing a date will be deposited in Client's Lockbox Account after being dated by Bank as of the date the Check is collected from the Lockbox, unless they also fall into one of the categories of Unacceptable Checks, in which case they may not be deposited.

b. Checks will be deposited regardless of their date, including Checks which are postdated after the date they are collected from the Lockbox, and stale dated Checks (i.e., dated six months or more prior to the date they are collected from the Lockbox).

c. Checks with a discrepancy in amount may be deposited in Client's Lockbox Account after being processed in any manner deemed appropriate by Bank or Bank's Processor, which may include depositing the Check in the amount that corresponds to the written amount (rather than the

numerical amount) or the amount identified in the Remittance Materials. Bank reserves the right to forward as unprocessed Checks which Bank or Bank's Processor are unable to determine the amount of the Check.

d. Bank may disregard restrictive notations, such as "Paid in Full," or "Void if over $500," and such Checks will be processed as if the restrictive notations did not appear. Bank will have no liability whatsoever, despite anything to the contrary in the Agreement, for Bank's failure to comply with such restrictive notation.

Without limiting the foregoing, Client expressly acknowledges that the Lockbox Service is for Check processing only; Client's payer may not send cash (currency and/or coin), credit transaction authorizations, automated clearing house authorizations, returned merchandise, notices, communications or other materials to the Lockbox except with Bank's specific and prior written approval. Bank has no obligation to respond to billing disputes, and Client agrees not to advice its customers to contact Bank with respect to their payments or the Lockbox Service. Absent an express agreement with Bank providing otherwise, Client agrees to instruct Client's customers and other obligors not to send cash, credit transaction authorizations, or automated clearing house authorizations to the Lockbox. If cash is sent to the Lockbox with any Remittance Materials, the cash will be removed from the envelope containing the Remittance Materials and a credit advice for the amount of the cash will be placed in such envelope.

8.5. *Foreign Checks*. Checks drawn on a foreign bank or in a currency other than United States dollars ("foreign checks") may be automatically returned. In the event Bank agrees to deposit foreign checks, Bank or Processor may process the foreign checks through collection systems and at exchange rates chosen by Bank or Processor, and Bank may impose fees and charges for the service, which fees and charges Client agrees to pay. The currency conversion and collection process may take a long time (for example, eight weeks or more), depending on the foreign bank. Adjustments for returned foreign items or otherwise may result in a different currency exchange rate, and Client could lose or gain due to changes in the exchange rates. Bank's determination to take a foreign check for deposit on any occasion will not obligate Bank to do so in the future, unless expressly agreed by Bank otherwise.

8.6. *Lockbox Processing*. On each business day, Bank or a Processor will pick up at and transport from the Lockbox to the processing site or sites the Checks or any other mail addressed to the Lockbox. The following Lockbox Services will be performed by Bank or a Processor:

a. Open the envelopes picked up from the Lockbox and remove the contents.

b. Inspect all Checks received for acceptability based on this Agreement and the Supporting Documents.

c. Prepare all Acceptable Checks and their associated paperwork for further processing.

d. Prepare deposit tickets and process deposits daily.

e. Prepare and mail to Client any Unacceptable Checks and Remittance Materials as described herein.

If Bank receives any mail containing Client's lockbox number at Bank's operations locations (instead of the Lockbox), Bank may in Bank's sole discretion handle the mail as if it had been received at the Lockbox.

Unless otherwise expressly agreed to in writing by Bank, Client agrees not to permit others to send Checks payable to third parties or demand drafts to the Lockbox. If Bank processes a Check payable to a third party, Client warrants to Bank and Processor(s) that Client has the proper authorization from such payee to have such Check indorsed for deposit, and deposited, into the Lockbox Account. Client agrees to indemnify Bank and Processor(s), along with their officers, employees, agents, representatives and Processors (individually and collectively, the "Indemnified Parties") against, and hold the Indemnified Parties harmless from, any losses, liabilities, damages, claims, demands, obligations, actions, suits, judgments, penalties, costs or expenses, including, but not limited to, attorneys' fees, suffered or incurred by any of the Indemnified Parties as a result of, or in connection with, Bank's or any Processor(s) failure to have such authorization. The indemnification set forth in this Section shall be in addition to, and not in lieu of, indemnification and other rights of Bank under the Agreement.

8.7. *Returned Checks*. If any of the Checks (or image of the same) are returned unpaid for any reason, Bank may charge any one of Client's accounts for the amount of the returned Checks plus applicable handling fees, without regard to whether the institution on which the Checks were drawn effected a timely return before its midnight deadline. If any of the Checks are returned for indorsement missing, Bank may, but will not be obligated to, supply an indorsement (utilizing Bank's indorsement stamp) and the Checks may be represented to the depository bank.

8.8. *Processor(s)*. Client authorizes Bank to use third parties ("Processors") (which, for purposes of the Lockbox Services may include other banks, financial institutions and third parties, and their subcontractors) to provide any one or more of the Lockbox Services to Client. Client authorizes Bank to act (such as opening accounts and providing instructions) as Client's agent and on Client's behalf with Processors as necessary or appropriate to do so. Wherever under this Agreement Client authorizes Bank to take action or inaction, such authorization shall also serve as authorization for a Processor to take such action or inaction. At Bank's option, Bank may use a commingled account at a Processor and process as agent for Client and for others through the commingled account, or Bank may establish a separate account for Client at a Processor and process as Client's agent through the separate account. Bank's responsibility for Processors and liability for action or inaction by a Processor is limited as set forth in the Agreement.

If Bank uses a correspondent financial institution to process payments, deposits to a Lockbox Account: (a) may be delayed by one banking day; (b) may be affected by local bank holidays; and (c) the availability may depend on the availability of the correspondent institution and any required third party service provider or funds transfer system.

8.9. *Card Transactions*. Client agrees that the Lockbox may not be used to process card payments, unless Bank has expressly agreed to such processing and Client has agreed to Bank's separate merchant card processing terms and conditions. If Bank and Client agree to the processing of card transactions through the Lockbox, Client will ensure that all card transactions/payments are legible and contain: (i) merchant's name and account number, (ii) the information embossed on the card presented by the cardholder, (iii) the date of the transaction, (iv) description of goods or services, (v) transaction authorization number, (vii) total sale amount, and cardholder signature. Any card transactions/payments missing the required information may be returned to the Client.

8.10. *Client Responsibilities*. Client's responsibilities under this Agreement include, but are not limited to each of the following:

a. Client agrees to encode remittance documents to meet Bank or Processors requirements if Client requires electronic data capture of information on remittance documents.

b. Client agrees to duly complete the Supporting Documents and all special instructions, and provide the same to Bank before start of the Lockbox Services.

8.11. *Funds Availability*. Funds deposited in connection with this Agreement are subject to Bank's funds availability policy as disclosed in the Bank's policy. For the purpose of application of Bank's funds availability policy and Regulation CC, funds deposited to the Lockbox are considered deposited on the day on which the deposit is removed from the Lockbox and is available for processing by Bank.

8.12. *Cutoff time*. At the Bank's discretion or that of Processor, a cutoff time may be established, and thereafter amended, for the Lockbox Service. The cutoff time assigned dictates when on a business day the last USPS mail is opened pursuant to this Agreement.

8.13. *Imaging Service*. At Bank's discretion, Bank may approve Client for access to the Lockbox online image viewing system ("Imaging Service"), subject to Bank's applicable fee(s) for the service enhancement. Client acknowledges and agrees that Client's access to the Imaging Service will be subject to Client's compliance with the applicable access security protocols, as modified from time to time. Client agrees that the security protocols are a commercially reasonable means of protecting access to the information process through the Lockbox, as provided in this Agreement. Client agrees to maintain the security and controls over the security protocols to ensure protection from unauthorized access to Client's information through the Imaging Service. In no event will Bank have any liability whatsoever for errors resulting from or in connection with the Imaging Service provided hereunder. Client acknowledges and agrees that the image service will not be relied on as a replacement or backup for Client's independent record retention or reproduction obligations under this Agreement, or otherwise as may be required by applicable law. If the images or other forms of the information (e.g., via CD or DVD) are made available to Client, Client agrees to verify the contents when made available and request a replacement, if necessary, within 10 days of receipt.

8.14. *Reports*. Lockbox reporting services may be available to Client for an additional cost. Bank reserves the right to require Client to agree to additional terms to activate lockbox reporting services.

8.15. *Collections*. Unless otherwise agreed, while Client receives Lockbox Services, all funds held in the Lockbox Account shall be deemed to be Client's funds for all purposes, including adjustment, attachment, set-off, security interests, execution, garnishment and other forms of legal process. The crediting and collection of Checks will be handled under the same agreement as applied to other commercial deposits.

8.16. *Reconcilement*. Except as otherwise specified herein and in the Supporting Documents, Bank will not reconcile the Checks, cash or other Remittances in the envelopes to invoices, to remittance statements, or to any other documents or papers in the envelopes elsewhere.

8.17. *Protected Health Information*. Except with prior notice to and written approval by Bank, Client shall ensure that protected health information is not provided to Bank and that the provision of Lockbox Services does not result in Bank being deemed a "business associate" within the meaning of, or otherwise subject to, the Health Insurance Portability and Accountability Act ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), including related regulations issued pursuant thereto, or otherwise under medical privacy and securities laws, rules or regulations. Client shall provide to Bank such assistance as Bank may request should Bank's provision of the Lockbox Service subject Bank to any compliance obligations under HIPAA or otherwise under medical privacy and security laws, rules or regulations.

8.18. *Statement; Notice of Discrepancy*. Client agrees to notify Bank no later than five (5) calendar days after Client receives or is provided access to an advice of deposit, or electronic image summary, if there is any error in such advice or summary. If Client fails so to do, then Client shall be precluded from asserting such error or failure, and the advice or statement shall be deemed to be accurate as to any claims by Client (but shall not preclude later adjustment by Bank).

8.19. *Termination*. Bank may terminate, suspend or restrict some or all of Client's access to the Lockbox Services, with or without cause, at any time immediately upon notice to Client. Client has the right to terminate the Lockbox Service, with or without cause, upon sixty (60) days written notice provided to Bank. Should Client terminate this Agreement without prior notice, Client will owe Bank two (2) times the minimum monthly fees as reflected in Bank's then current Lockbox schedule. Upon termination of the Lockbox Service Bank will dispose of the mail addressed to the Lockbox according to written instructions provided by the Client for a period of three (3) months after the termination date, unless arranged otherwise between Client and Bank. Lockbox Service fees with respect to such disposition will be based on Bank's estimate and prepaid directly to Bank at the time of such termination by a check made payable to Bank.

PART C – MISCELLANEOUS TERMS AND CONDITIONS APPLICABLE TO ALL CLIENTS AND SERVICES

1. Change in Terms. Bank may from time to time and at any time amend, modify, add or delete (collectively and individually a "change") the terms of this Agreement, or any of the Supporting Documents. A change may include a change to existing terms, a change that involves a new term or a change that involves conditions not otherwise contemplated by Client or Bank at the time this Agreement is entered. If notice of the change is required by law, Bank will notify Client in compliance with applicable law as described in Section 4. below of Part C. Client's continued use of any or all of Services following any change indicates Client's acceptance of the change in terms. Bank reserves the right to waive, reduce or reverse charges or fees in individual situations. Client acknowledges and agrees that changes to fees applicable to specific Accounts are governed by the applicable deposit agreements and disclosures.

2. Termination. Client agrees that termination by either Bank or Client does not terminate any of Client's obligations related to transactions initiated under this Agreement prior to termination and will not affect any of Bank's rights under this Agreement. Without limiting the foregoing, any termination will not affect any obligations of Client under this Agreement when such obligations arose prior to termination, or arose from or relate to a Communication or Client's use of a Service that occurred prior to termination, as described in those Sections surviving termination of this Agreement (see Section 14 of Part C).

2.1. *Client's Right to Terminate*. Client may cancel Client's use of Heritage Direct Online Banking or one or more Services at any time by providing Bank with written notice (including via e-mail) or by closing all of the Account(s) accessible via Heritage Direct Online Banking or the other Service(s) to be terminated. Client's access to Heritage Direct Online Banking or one or more Services, as applicable, may be suspended within 3 Business Days of Bank's receipt of instructions to cancel Heritage Direct Online Banking or one of more Services from any person purporting to represent Client. Client will remain responsible for all transactions that occur prior to termination, whether termination by Client or by Bank, and for any fees and charges incurred prior to the date of cancellation.

2.2. *Bank's Right to Terminate, Suspend or Limit*. Client agrees that Bank can terminate, suspend or limit Client's access to Heritage Direct Online Banking or one or more Services at any time for any of the following reasons: (i) without prior notice, if Client has insufficient funds in any one of Client's Accounts or breaches any term of this Agreement (note that Heritage Direct Online Banking or one or more Services may be reinstated, in Bank's sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits); or (ii) at any time with or without advance notice, for cause (including the foregoing) or without cause and for any reason, in Bank's sole discretion.

2.3. *Software and Equipment*. Upon Bank's request, or within seven days after termination of a Service, Client will, at its own expense, promptly uninstall and remove all software provided for the Service from its computers and return to Bank all hardware and equipment provided by Bank for the Service, including scanner and any documentation in its possession or under its control, destroy all copies of the documentation that cannot be returned, and certify in writing to Bank that all copies have been returned or destroyed. Client will be responsible and liable to Bank for all lost, stolen or damaged equipment that was provided by Bank to Client in connection with the Services.

3. Periodic Statements. Client will get a monthly account statement. It will not be a separate statement for transactions made using Heritage Direct Online Banking. Transfers to and from Client's Accounts using Heritage Direct Online Banking will appear on the respective periodic statements for Client's Accounts. Client will not receive separate confirmation of transfers to or from Client's Accounts through Heritage Direct Online Banking, other than the transaction information provided to Client via Heritage Direct Online Banking as discussed above in Section 1.1 of Part B.

4. Notices between Bank and Client. Client can write to Bank at the following address: Heritage Bank of Commerce, Attention: Treasury Management Services, 150 Almaden Blvd, San Jose, CA 95113. Bank may change the aforementioned address upon notice to Client. Any notice or other

5. Facsimile Signatures. Many customers use a facsimile or other mechanical signature, including a stamp, referred to in this Section as "facsimile signature", to authorize transactions, provide and authorize instructions and to endorse or otherwise complete other documents. If Client uses any form of facsimile signature in connection with any Account, Client agrees to deliver a sample to Bank before Client begins using the facsimile signature, and to execute and deliver agreements in a suitable form, if Bank so requires. If Client uses a facsimile signature for any of these purposes, Client is responsible for any Communications, transactions, instructions or endorsements that appear to Bank to bear a signature that resembles the signature of a person authorized to sign on Client's Account. When Client uses a facsimile signature in connection with any Account, Client agrees that Client shall have the sole responsibility for maintaining security of the facsimile signature or device by which it is affixed, and Client shall bear the entire risk for unauthorized use thereof, whether or not Client is negligent, except as may be required by law. Client agrees that Bank may rely on facsimile signatures that resemble the appropriate original or any signature specimen given to Bank and that appears to have been made through an authorized medium, regardless of how the facsimile signature came to be placed on the item. Bank may rely on facsimile signatures, even if they were placed on items without Client's knowledge or consent. Bank may pay items bearing facsimile signature, regardless of the persons to whom they are drawn or paid. A facsimile signature that resembles an authorized signer's signature or any facsimile signature specimen is not considered a forgery or an unauthorized signature, and such a facsimile or automated signature shall be effective as Client's signature or endorsement, without regard to color variation, whether or not Client has been negligent. Client further agrees to indemnify, defend, and hold Bank harmless from and against any and all losses, damages, claims, costs or expenses (including attorneys' fees and costs) incurred by Bank as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile signature or the device by which it is affixed. This means that Bank is not responsible for any misuse of a facsimile signature Bank believe Client authorized.

6. Electronic Records and Signatures. When any Payment Order or a Service generates items or transactions to be charged to Client's Account, Client agrees that Bank may charge the affected Account without requiring a signature on an item and without prior notice to Client. Any transactions resulting from Client's instructions which Bank receives in Client's name and under Client's credentials shall be deemed to have been "a writing" and authenticated by Client "in writing" for purposes of any law in which a writing or written signature is needed or required. All records maintained by Bank of transactions under Client's credentials shall be deemed to have been "signed" and to constitute an "original" when printed from records established and maintained by Bank or Bank's authorized agent in the normal course of business. Client agrees not to contest the authorization for, or validity or enforceability of, Bank's electronic records and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records and "signed" documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon Bank's written request, Client agrees to manually sign or place Client's signature on any paper original of any record or "signed" document which Bank provides to Client containing Client's purported signature.

7. Services For Non-Consumer Purposes. Client agrees to use Heritage Direct Online Banking and the other Services for non-consumer transactions only.

8. Governing Law. This Agreement is also subject to applicable federal laws and the laws of the State of California (except to the extent this Agreement can and does vary such rules or laws, and excluding California rules governing conflicts of law).

9. Arbitration. Bank and Client expressly agree that any legal proceeding, any action, dispute, claim, or controversy of any kind (e.g., whether in contract or in tort, statutory or common law, legal or equitable) now existing or hereafter arising between the parties in any way arising out of, pertaining to or in connection with this Agreement shall be resolved, except as otherwise limited or prohibited by law, by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its arbitration rules for consumers and businesses, as applicable. The foregoing matters shall be referred to as a "Dispute." Any of the parties to this Agreement may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Dispute. Any such arbitration shall proceed in Santa Clara County, California, Alameda County, California, or San Benito County, California, and shall be governed by the substantive laws of the state of California. The decision of the arbitrator shall be final and binding upon all parties and judgment upon the award may be entered in any court having jurisdiction thereof by a party. Any arbitrator chosen to preside over the dispute must be a member of the California State Bar either actively engaged in the practice of law or a retired member of the California state or federal judiciary, and, unless otherwise agreed in writing, must have expertise in the process of deciding disputes in the deposit account and/or electronic banking services context. Any party who fails to submit to binding arbitration following a lawful demand of the opposing party shall bear all costs and expenses, including reasonable attorney fees, incurred by the opposing party in compelling arbitration. In Disputes involving indebtedness or other monetary obligations, each party agrees that the other party may proceed against all liable persons, jointly and severally or against one or more of them without impairing rights against other liable persons. No party shall be required to join the principal obligor or any other liable persons in any proceeding against a particular person. A party may release or settle with one or more liable persons as the party deems fit without releasing or impairing rights to proceed against any persons not so released. This Section shall survive any termination, amendment or expiration of any provision of this Agreement, unless otherwise expressly agreed in writing.

UNLESS SPECIFICALLY PROVIDED OTHERWISE UNDER LAW, THE PARTIES UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHT TO BOTH A JURY TRIAL AND A TRIAL BEFORE A JUDGE IN A PUBLIC COURT.

10. Collection. If Bank initiates collection proceedings against Client in an effort to recover any amounts owed, Client agrees to reimburse Bank for all costs and expenses, including attorneys' fees. "Attorneys' fees" includes reasonable charges for the time expended by in-house counsel.

11. Services Not Substitute for Legal, Tax, or Financial Advice or Planning. Client acknowledges that the Services, Heritage Bank of Commerce, its employees and service providers are not intended to provide legal, tax or financial advice or planning. The Services are merely a tool for use to assist Client's independent decision-making and have not been designed in contemplation of Client's specific needs or risk tolerances. Prior to making any financial decisions, communicating or taking any action with respect to information made available using the Services, Client represents that Client will have obtained appropriate and independent legal and tax advice regarding the same, as Client deems appropriate.

12. Third Parties. Client acknowledges and agrees that Bank may arrange to provide software, if required, and/or may arrange for the Services covered by the Agreement to be performed or provided by third parties, including Bank's affiliates. Bank further agrees that any such party is a third party beneficiary of the Agreement and as such is entitled to rely on, and avail itself of, the provisions of the Agreement as if it were Bank, including, without limitation, the limitations on liability and the indemnities described in the Agreement. Bank's ability to provide certain Services may be dependent upon Bank's ability to obtain or provide access to third party networks. In the event any third party network is unavailable or Bank determines in Bank's sole discretion, that Bank cannot continue providing any third party network access, Bank may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, Bank will have no liability for the unavailability or delay of access.

13. Miscellaneous. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. Client may not assign this Agreement. This Agreement is binding upon Client's heirs, successors and assigns. Any of Client's obligations pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement shall be effective when Bank accept and agree to it, as evidenced by the signature of a Bank officer below. Client represent and warrant that this Agreement, once duly executed and delivered by both parties, will be a valid agreement enforceable against Client in accordance with its terms. Client agrees to cooperate with Bank in all manner reasonably requested by Bank, including providing Bank with information about Client and executing and delivering to Bank any documents reasonably requested by Bank to further the purposes of this Agreement.

14. Survival. Termination of this Agreement will not affect any obligations of an Client under this Agreement when such obligations arose prior to termination, or arose from or relate to a Communication or Client's use of a Service that occurred prior to termination, without limitation and including the Sections otherwise expressly identified herein as surviving termination, surviving sections will include the following Sections of this Agreement: (a) Sections 8., 9., 13., 16., 18., 22., 23., 24., 27., 28., and 29. of Part A; (b) Sections 3.7, 4.6, 4.12.j, 4.13, 5.6, 6.5.i, 6.6, 6.7.d, 6.8, 6.10, 6.11.f, 6.12.e, and 6.13 of Part B; (c) Sections 2.3, 9., and 10., of Part C; and (d) such other Sections of this Agreement as may be specifically noted as surviving termination.

Schedule of Fees

Treasury Management Services

CLIENT AGREES TO PAY BANK THE FEES LISTED BELOW. WHERE APPLICABLE, FEES AND CHARGES MAY BE APPLIED TO ACCOUNT ANALYSIS.

Please refer to the Deposit Account Agreement Disclosure, Electronic Funds Transfer Agreement and Disclosure, and the Funds Availability Policy Disclosure for additional details about your account(s).

Heritage Direct Business Online Banking

Monthly Access Fee	no charge
Balance Reporting (3 accounts)	50.00
Balance Reporting (add'l. accounts)	15.00
Stop Payments / each	30.00
Bill Pay / monthly	10.00
Mobile Banking / monthly	no charge
FTP Pickup / Delivery / monthly	10.00
Secure Browser / monthly	15.00
Quickbooks Web Connect / monthly	10.00

Wire Transfers (Online)

Set Up	no charge
Outgoing Domestic / each	25.00
Outgoing Foreign / each	35.00
Wire Verification	15.00

Remote Deposit*

Set Up	75.00
Monthly	
0 - 50 items	45.00
50 - 150 items	59.00
151 - 250 items	109.00
251 - 500 items	139.00
501 - 750 items	189.00
751 - 1000 items	229.00
1001 +	custom quote

*No per item fee and no per deposit fee

*Remote Deposit Scanner Options:

CheXpress30 Scanner - Additional scanner $13 per month

TS-240 Autofeed Scanner - Additional scanner $26 per month

ACH Origination

Set Up	150.00
Monthly	75.00
Standard / per item	0.16
Same Day ACH / per item	1.25
Same Day ACH - Special Handling / per file	100.00
ACH - Return Item / each	12.00
ACH - Unauthorized Return / each	15.00
ACH - EDI / CTX Advices	no charge
ACH - Notice of Change (NOC) / each	3.00
ACH File Deletion / per file	20.00
ACH Direct Transmission / monthly	10.00

ACH Limited

Initial Set Up (includes one transaction)	50.00
Per Transaction - Standard / each	10.00
Per Transaction - Same Day ACH / each	11.25
ACH - Return Item / each	12.00
ACH - Unauthorized Return / each	15.00
ACH - EDI / CTX Advices	no charge
ACH - Notice of Change (NOC) / each	3.00

Positive Pay / ACH Debit Block and Filtering

Set Up	50.00
Positive Pay / Fraud Filter (3 accounts)	40.00
Positive Pay / Fraud Filter (add'l. accounts)	25.00

Continued...

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Schedule of Fees

Treasury Management Services *cont'd*

Lockbox Services

NONPROFIT

Set Up	50.00
Monthly	50.00
Standard Items Processed / each	0.50
Returned Item / each	5.00
Value Added Keying / per field	0.25
Documents Scanned / Correspondence / each	0.30
Courier / each	10.00
Custom Programming / per hour	250.00
P.O. Box Rental / monthly	50.00

COMMERCIAL

Set Up	150.00
Monthly	150.00
Standard Items Processed / each	0.50
Returned Item / each	10.00
Value Added Keying / per field	0.25
Documents Scanned / Correspondence / each	0.30
Healthcare Document Imaging	0.10
File Sort	0.10
Courier	10.00
Custom Programming / per hour	250.00
P.O. Box Rental	150.00

ZBA / Target Sweep

Master Account / monthly	30.00
Sub Account / monthly	15.00
Line of Credit	225.00

Armored Car Services ..... **custom quote

Courier Services

Set Up	25.00
Monthly	**custom quote

***This is a custom quote facilitated by Heritage Bank of Commerce for a service that is provided by a third party vendor.*

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Effective date of 01/01/2024

If you have questions regarding the Schedule of Fees, please call

800.796.4777

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Coversheet

Readopt Board Code of Ethics Resolution

Section:	III. Board Business: Discussion / Action Items
Item:	G. Readopt Board Code of Ethics Resolution
Purpose:	Vote
Submitted by:	
Related Material:	Code of Ethics (4902-3799-5609.v3).pdf Code_of_Ethics_Resolution_08082025.pdf

Board Policy #: (BG) 01
Adopted/Ratified: 12/09/2016
Revision Date:

Code of Ethics For Board Members

As a member of the Board, I shall promote the best interests of Voices College-Bound Language Academies (Voices) as a whole and, to that end, shall adhere to the following ethical standards:

Equity in Attitude

1. I will be fair, just, and impartial in all my decisions and actions.
2. I will accord others the respect I wish for myself.
3. I will encourage expressions of different opinions and listen with an open mind to others' ideas.
4. I will be aware of the implications on my role and of how it affects my relationships with other school community members

Trustworthiness In Stewardship

1. I will be accountable to the public by representing Voices policies, programs, priorities, and progress accurately.
2. I will be responsive to the community by seeking its involvement in Voices affairs and by communicating its priorities and concerns.
3. I will be accountable to represent the board's opinions and not my own personal opinion.
4. I will work to ensure prudent, equitable, and accountable use of Voices resources.
5. I will make no personal promise or take private action that may compromise my performance or my responsibilities.
6. I will act in accordance with the Voices Bylaws and policies; including the Conflict of Interest Code.

Honor In Conduct

1. I will tell the truth.
2. I will share my views while working for consensus.
3. I will respect the majority decision as the decision of the Board.
4. I will base my decisions on fact rather than supposition, opinion, or public favor.

Board Policy #: (BG) 01
Adopted/Ratified: 12/09/2016
Revision Date:

Integrity Of Character

1. I will refuse to surrender judgment to any individual or group at the expense of the Voices as a whole.

2. I will consistently uphold all applicable laws, rules, policies, and governance procedures.

3. I will not disclose information that is confidential by law or that will needlessly harm the School if disclosed.

Commitment To Service

1. I will focus my attention on fulfilling the Board's responsibilities of strategic planning, policymaking, and evaluation.

2. I will diligently prepare for and attend Board meetings.

3. I will avoid personal involvement in activities the Board has delegated to the Principal or Chief Executive Officer.

4. I will seek continuing education that will enhance my ability to fulfill my duties effectively.

Student-Centered Focus

1. I will be continuously guided by what is best and equitable for all students of Voices.
2. I will align my actions to always serve in the best interest of our students and families.

RESOLUTION RE-ADOPTING OF THE CODE OF ETHICS FOR BOARD MEMBERS 2025-2026

RESOLUTION NO. 08082025

WHEREAS, Voices College-Bound Language Academies Board desires to comply with the Voices College-Bound Language Academies Bylaws and policies;

WHEREAS, the Voices College-Bound Language Academies Board is committed to conduct business in an ethical manner;

WHEREAS, the Voices College-Bound Language Academies Board has reviewed Code of Conduct for Board Members Policy on August 8, 2025;

NOW, THEREFORE BE IT RESOLVED that the Voices College-Bound Language Academies Board hereby:

1. Re-adopts the Code of ethics for Board Members policy,

2. Will promote the best interest of the School as a whole and, to that end, shall adhere to the ethical standard stated in said policy.

PASSED AND ADOPTED by the Voices College-Bound Language Academies Board at a meeting held on August 8, 2025.

_____	_____
Chair	Vice-Chair
_____	_____
Member	Member
_____	_____
Member	Member
_____	_____
Member	Member
_____	_____
Member	Member
_____	
Member	

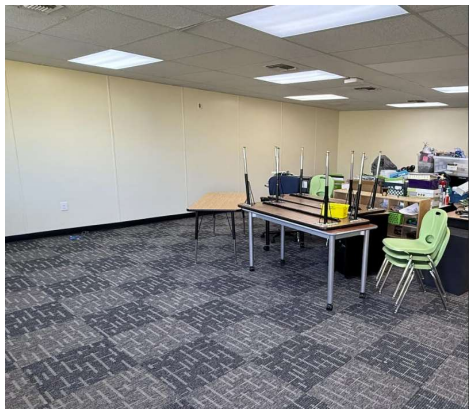
Coversheet

Set Board Goals

Section: III. Board Business: Discussion / Action Items
Item: H. Set Board Goals
Purpose: Discuss
Submitted by:
Related Material: Voices_Real_Estate_Report_Card_Aug._2025.pdf

Voices Real Estate Report Card

School Name	Projects Completed 2024-2025	Long Term Needs
Flagship	Regular Maintenance	New flooring for K
Mogran Hill	New Site Regular Maintenance	Phase two construction: additional classrooms Planning with Blueprint, formally PCSD
Mount Pleasant	Painting, Carpeting, Umbrella Shades, outdoor tables Regular Maintenance of againg portable classrooms	Fence, ashphalt, turf, shaded area
Stockton	New Flooring, painting, Converted the lower floor to a play area	Exploring prospective property locations consultation with Elizabeth Sanborn Realtor
WCC	Regular Maintenance and improvements to aging building, upgrades to electrical, painting Acquired a new site (Andrade)	Construction of new floor plan for new site, playground, ADA upgrades



MP: Refresh



WCC: New site



Stockton: Refresh

Aug-25