Voices College-Bound Language Academies

Special Board Meeting

Special Board Meeting

Date and Time

Thursday March 26, 2026 at 3:00 PM PDT

Location

- 6840 Via del Oro. Ste. 205, San Jose, CA 95119. **(Meeting Location)**
- 715 Hellyer Ave., San Jose, CA 95111
- 14271 Story Rd., San Jose, CA 95127
- 201 28th St., Richmond, CA 94804
- 321 E. Weber St., Stockton, CA 95202
- 16505 Monterey Rd, Morgan Hill, CA 95037
- 4313 Miranda Ave., Palo Alto, CA 94306
- 40 Henderson, Palo Alto, CA 92025
- 252 Devonshire Blvd, San Carlos, 94070
- 3921 Fabian Way, Palo Alto, CA 94303
- 225 W. Santa Clara Street, Suite 1500, San Jose, CA 95113
- 16990 Barnell Ave., Apt A, Morgan Hill, CA 95037
- 1381 South First St, San Jose, CA 95110

Instructions For Presentations To The Board By Parents and Citizens

PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD

At this time, members of the public may address the Board on any issue within the subject matter jurisdiction of the Board that is not listed on this agenda. Members of the public may also address the Board on an agenda item before or during the Board's consideration of the item. Submitted comments may be read into the record to the extent practicable based on factors such as the length of the agenda and available time. Comments received within the window of the board meeting, whether read or not, will be shared with the board and noted in the minutes.
Individual commenters are limited to a single comment per agenda item.
Public comments will be accepted prior to, and during the board meeting, subject to limitations discussed here.
Comments may be read in the order received and will be accepted until each agenda item is heard, acted upon, or the Board President has completed the call for public comment on that agenda item.
Comments submitted during the board meeting but after the agenda item has been called for a vote or has already been completed will not be read publicly but may be entered into the record.
Comments should be 400 words or less and readable within the time allocated for each comment. These presentations are limited to no more than 15 minutes total and 3 minutes per person. A full comment may not be read if the length of time to read it exceeds the designated limit. No action can be taken on an item, not on the agenda at this time but may be referred to the administration or put on a future agenda.

---

1. When addressing the Board, speakers are requested to state their name and address and adhere to the limits set forth.
2. Any public records relating to an agenda item for an open session of the Board that are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 6840 Via Del Oro, Suite #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.
5. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.
6. All time durations are estimates and may run shorter or longer.

Note:
SPANISH TRANSLATION: If you require Spanish audio translation to access the Voices Board meeting, please submit a request to fdeguer@voicescharterschool.com or contact Felipe Deguer at (510) 974-3683 at least 24 hours prior to the meeting's start. If you would like to make a public comment in Spanish and would like us to translate it to English for the Board, please send a request to fdeguer@voicescharterschool.com or call Felipe Deguer at (510) 974-3683 at least 24 hours prior to the start of the meeting.

Si necesita traducción de audio al español para acceder a la reunión de la Mesa Directiva de Voices, envíe una solicitud a fdeguer@voicescharterschool.com o llame a Felipe Deguer al (510) 974-3683 por lo menos 24 horas

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

Agenda

		Purpose	Presenter
I.	**Opening Items**		
A.	Record Attendance		Felipe Deguer
B.	Call the Meeting to Order		Kim Wisckol
C.	Approve the Order of the Agenda	Vote	Kim Wisckol
D.	Public Comments (On Items not on the agenda)		Felipe Deguer

PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD
SUBMIT PUBLIC COMMENT: http://bit.ly/voices-public-comment

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

II.	**Consent Agenda**		
A.	Approve Minutes	Approve Minutes	Kim Wisckol

Approve minutes for Board Meeting on March 5, 2026

III.	**Board Business**		
A.	Approve Service Agreement	Vote	Kim Wisckol

Approval of service agreement with Charter Impact for charter school business and financial services, including budgeting, accounting, fiscal reporting, and related support, effective July 1, 2026.

B.	Approve Performance Improvement Plan for Flagship	Vote	Kim Wisckol

Approve Performance Improvement Plan for Flagship

	Purpose	Presenter

IV. Closing Items

A. Adjourn Meeting — Vote

Coversheet

Approve Minutes

Section: II. Consent Agenda
Item: A. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on March 5, 2026

APPROVED

Voices College-Bound Language Academies

Minutes

Board Meeting

Board Meeting

Date and Time
Thursday March 5, 2026 at 3:00 PM

Location

- 6840 Via del Oro. Ste. 205, San Jose, CA 95119. **(Meeting Location)**
- 715 Hellyer Ave., San Jose, CA 95111
- 14271 Story Rd., San Jose, CA 95127
- 201 28th St., Richmond, CA 94804
- 321 E. Weber St., Stockton, CA 95202
- 16505 Monterey Rd, Morgan Hill, CA 95037
- 450 San Antonio Road, Palo Alto, CA 94306
- 3921 Fabian Way, Palo Alto, CA 94303
- 2803 S. Norton Ave, LA, CA, 90018
- 5168 Summerhill Dr, Oceanside, CA 92057
- 16990 Barnell Ave., Apt A, Morgan Hill, CA 95037
- 1381 South First St, San Jose, CA 95110
- 4313 Miranda Ave., Palo Alto, CA 94306

Instructions For Presentations To The Board By Parents and Citizens
PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD
SUBMIT PUBLIC COMMENT: http://bit.ly/voices-public-comment
At this time, members of the public may address the Board on any issue within the subject matter jurisdiction of the Board that is not listed on this agenda. Members of the public may also address

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

---

1. When addressing the Board, speakers are requested to state their name and address and adhere to the limits set forth.
2. Any public records relating to an agenda item for an open session of the Board that is distributed to all, or the 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 (669) 208-5641.
4. All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The executive director recommends approval of all consent items.
5. Members of the public attending a teleconference meeting need not provide their names when joining the call.
6. All time durations are estimates and may run shorter or longer.

Note:
SPANISH TRANSLATION: If you need Spanish audio translation in order to access the Voices Board meeting, please send a request to fdeguer@voicescharterschool.com or call Felipe Deguer at (669) 208-5641 at least 24 hours before the start of the meeting. If you would like to make a public comment in Spanish and would like us to translate it to English for the Board, please send

a request to fdeguer@voicescharterschool.com or call Felipe Deguer at (669) 208-5641 at least 24 hours before the start of the meeting.

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

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

Directors Absent
None

Directors who left before the meeting adjourned
A. Miller

Guests Present
A. Ramirez, F. Deguer

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

K. Wisckol called a meeting of the board of directors of Voices College-Bound Language Academies to order on Thursday Mar 5, 2026 at 3:06 PM.

C. Approve Order of Agenda

S. Sandoval made a motion to approve the order of the Agenda.
S. Rocha seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

Roll Call

P. Carreño Aye
S. Rocha Aye

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

No public comments were received.

II. Consent Agenda

A. Approve Minutes

S. Sandoval made a motion to approve the minutes from Special Board Meeting on 02-27-26.
S. Rocha seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

B. Approve Contracts

S. Sandoval made a motion to approve contracts.
S. Rocha seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

C. Approv Contract Ratification

S. Sandoval made a motion to approve Contract Ratification.
S. Rocha seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

III. Board Business

A. Approve Declaration of Needs (DONs) for all School Sites

J. Nguyen made a motion to Approve Declaration of Needs (DONs) for Voices Flagship.

P. Carreño seconded the motion.

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

Roll Call

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

P. Carreño made a motion to approve Declaration of Needs (DONs) for Voices Mount Pleasant.

S. Rocha seconded the motion.

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

Roll Call

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

P. Carreño made a motion to Approve Declaration of Needs (DONs) for Voices West Contra Costa.

S. Rocha seconded the motion.

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

Roll Call

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

P. Carreño made a motion to Approve Declaration of Needs (DONs) for Voices Morgan Hill.

S. Rocha seconded the motion.

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

Roll Call

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

P. Carreño made a motion to Approve Declaration of Needs (DONs) for Voices Stockton.

S. Rocha seconded the motion.

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

Roll Call

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

A. Miller left.

B. Approve 25-26 Second Interim Financials for Voices FS, WCC, ST, MH, MP

D. Koren made a motion to approve 25-26 Second Interim Financials for Voices Flagship.

S. Sandoval seconded the motion.

Nicholas Mawad presented the Second Interim Financials to the Board and responded to some questions as well.

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

Roll Call

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

D. Koren made a motion to approve 25-26 Second Interim Financials for Voices Stockton.

S. Sandoval seconded the motion.

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

Roll Call

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

D. Koren made a motion to approve 25-26 Second Interim Financials for Voices Morgan Hill.

S. Sandoval seconded the motion.

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

Roll Call

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

D. Koren made a motion to approve 25-26 Second Interim Financials for Voices West Contra Costa.

S. Sandoval seconded the motion.

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

Roll Call

D. Koren	Aye
A. Miller	Absent
K. Wisckol	Aye
J. Nguyen	Aye
P. Carreño	Aye

Roll Call

S. Sandoval	Aye
M. Ruiz	Aye
S. Rocha	Aye

D. Koren made a motion to approve 25-26 Second Interim Financials for Voices Mount Pleasant.

S. Sandoval seconded the motion.

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

Roll Call

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

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

Aldo Rairez and Nicholas Mawad reviewed the document's details and how it was created.

D. Approve Board Meeting Calendar for the 2026-2027 School Year

D. Koren made a motion to approve board meeting calendar for 2026-27 school year.

J. Nguyen seconded the motion.

Aldo Ramirez explained the dates proposed for the next school year's board meeting agendas.

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

Roll Call

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

E. Approval of Voices Morgan Hill MOU with SCCOE

S. Sandoval made a motion to approve adjustments to the Voices Morgan Hill MOU with SCCOE.

S. Rocha seconded the motion.

Aldo Rairez reviewed the changes to the MOU requested by SCCOE staff.
The board **VOTED** to approve the motion.

Roll Call

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

IV. Closing Items

A. Adjourn Meeting

S. Sandoval made a motion to adjourn meeting at 4:58 PM.
S. Rocha seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 3:58 PM.

Respectfully Submitted,
S. Sandoval

Coversheet

Approve Service Agreement

Section: III. Board Business
Item: A. Approve Service Agreement
Purpose: Vote
Submitted by:
Related Material: CI Contract FY 26-29 VCBLA.pdf

CHARTER IMPACT

CHARTER IMPACT, LLC

BOOKKEEPING AND ACCOUNTING SERVICES AGREEMENT

This agreement (the "Agreement") is entered into as of March 13, 2026 (the "Effective Date") by and between Charter Impact, LLC ("CI"), and Voices College-Bound Language Academies ("Client").

ARTICLE 1. DUTIES AND RESPONSIBILITIES

Section 1.01. CI, a provider of business management and accounting services, will provide accounting, budgeting, compliance, strategic planning, documentation, deliverables, and other related services necessary to fulfill Client's business management and accounting requirements, as more particularly described in Exhibit A, B and C attached hereto and incorporated herein by this reference (the "Services").

Section 1.02. Client will provide CI with the compensation and business expense reimbursement specified in Article 3 of this Agreement.

ARTICLE 2. TERM OF AGREEMENT

Section 2.01. Client will retain CI to work as a consultant for Client in the field of business management, accounting and consulting, beginning July 1, 2026, and ending June 30, 2029. CI accepts this engagement. CI will use CI's best efforts to accomplish the technical and commercial goals identified by Client during the term of this Agreement. Client acknowledges that CI may have other confidentiality commitments. Client will not require CI to perform tasks which might reasonably result in CI's breach of any confidentiality commitment.

Section 2.02. This Agreement will be renewed automatically for succeeding terms of one year each, unless either party gives written notice to the other at least 60 days before the expiration of any term of his or her or its intention not to renew.

ARTICLE 3. COMPENSATION AND EXPENSES

Section 3.01. Fees.

Business Management Services: For services in Exhibit A, the Client will pay CI a fee equal to 1.08% of revenue as calculated based on each reporting unit (i.e. charter school, department, location, central office and any other additional reporting units which may be added at the discretion of the Client). Fees for services in Exhibit A are subject to a minimum of $365,000 per year. Minimum fees will escalate three percent (3%) per year beginning July 1, 2029.

CHARTER IMPACT

Retirement Reporting Services: For services in Exhibit B, Client will receive up to four (4) hours of support per month as scoped by the CI team upon current understanding of Client requirements, at no additional charge. If Client exceeds the allotted four (4) of monthly support, Client will pay CI a fee based on CI's standard hourly rates as listed in Exhibit D.

Student Data Services: For student data services in Exhibit C, Client will pay CI a fixed fee of $37.50 per pupil, per year.

Rush Check Processing (optional): Upon special request of Client, emergency checks can be processed on a same-day basis in addition to the regular weekly cycle described in Exhibit A, Section 2C. For these rare occasions, an expedited processing fee of $75 per check will be charged in addition to the reimbursement for shipping charges noted in Section 3.02 below.

Other Services: For other services requested by Client outside of the items included in Exhibit A, B or C, the Client will pay CI a fee based on CI's standard hourly rates as listed in Exhibit D.

One-Time Implementation Fee: A one-time implementation fee of $10,000 will be waived in the interest of building a long term partnership.

Section 3.02. Expenses. In addition to the compensation specified in Section 3.01, CI will be paid for actual reasonable out-of-pocket expenses incurred in providing the Services, including mileage reimbursement for Client-requested meeting attendance. Reimbursement of aggregate monthly expenses will not exceed $500, without written approved by Client before being incurred, unless Client elects to reimburse CI after the fact.

Section 3.03. Invoicing. CI will invoice Client on a monthly basis for Business Management and Student Data, starting July 1st, 2026 and CI will automatically update the amount based on 1/12th of the Client's projected annual revenue pursuant to the percentage based fee in Section 3.01. Other Services and expenses pursuant to sections 3.01 and 3.02 above will be billed monthly based on the actual time and expenses incurred during the preceding month. CI will automatically prepare a check from Client on the invoice date for payment from Client, once Client approves the payment. Payment for all services and expenses is due upon presentation of invoices.

Section 3.04. Right to Suspend Performance. In the event of default or delay in payment greater than 90 days from the date of the invoice, and after CI has provided 30 days' written notice to Client for payment, CI reserves the right to suspend part or all of its performance of duties under this contract until all undisputed amounts for Services and Expenses are paid in full provided, however, that CI shall not suspend, interrupt, or delay any mission-critical functions, including payroll processing, time-sensitive tax and retirement filings, required compliance reporting, and student data reporting (collectively,

CHARTER IMPACT

"Mission-Critical Functions"), due to any delay or nonpayment. Prior to any suspension permitted under this Section 3.04, CI shall provide written notice to Client escalating the matter to Client's designated executive contact and shall allow a reasonable transition and step-in period of not less than thirty (30) days to enable Client (or its designee) to assume or transition the affected non-Mission-Critical Functions. In the event Client disputes all or any portion of an invoice, Client shall notify CI within forty five (45) days of receipt of the invoice and initiate the dispute resolution process under Section 15 hereof Pending the outcome of the dispute resolution process, payment of the disputed amount shall not become due and owing, nor shall CI have the right to suspend performance, as described in this section, for any delay or nonpayment of the disputed amount or any portion thereof.

Section 3.05. Late Payments. Payments made after the payment terms are subject to a late payment penalty equal to an annual rate of twelve percent (12%).

Section 3.06. Price Changes. The prices and related charges for the Services are subject to increase upon renewal of this Agreement. CI reserves the right to immediately pass through increases in costs incurred from third parties, e.g., vendors, subcontractors and licensors, to the extent such services and supplies are identified in Exhibit A, B and C. In addition, CI will give Client not less than 30 days prior written notice of any price increases for Services, and no price increase shall be effective unless agreed to by Client and writing.

Section 3.07. Document Subpoenas and Testimony. CI fees for this engagement do not cover our charges for any subpoena or other discovery request we receive for documents, information or testimony (in court, before an arbitrator or arbitration panel, or in deposition) related to the Services, in proceedings to which we are not a party. CI will invoice Client separately for our time and expenses incurred in connection with responding to any such requests and testifying in any such proceedings, including reasonable attorney's fees we may incur, and including, without limitation, any negotiations, "meet and confer" process or motion practice concerning the nature and scope of any such subpoena, or as to other procedural and/or substantive issues concerning such document requests or testimony. Should Client or Client counsel in such proceedings have any objection to the nature or scope of any such subpoena for our workpapers and records, Client agrees that it shall be Client or Client's counsel's responsibility in the first instance to present such objections and/or to file an appropriate motion to contest or to seek to limit the scope of such subpoena. CI will cooperate with any such efforts consistent with the legal requirements imposed upon CI by the subpoena including, without limitation, making such workpapers and records available to Client and/or Client counsel for inspection prior to their production. However, because the workpapers for Services are the property of CI, absent a specific Court order concerning any objection or motion to limit the scope of production or a written agreement between Client and the party issuing the subpoena to which CI have agreed, CI reserves the right to make the final decision as to which documents from CI workpapers and records shall be produced in response to such a subpoena but shall do so in a manner that does not create liability for Client.

CHARTER IMPACT

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

Section 4.01. Organization of Client. Client is a non-profit public benefit corporation, duly organized, validly existing, and in good standing under the laws of the State of California and has all requisite power and authority to own, lease and operate its properties and to carry on its educational operations as it is now being conducted.

Section 4.02. No Breach. Each party hereto warrants and represents that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which it is subject, or any provision of its Articles of Incorporation, Bylaws or Charter, nor (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which it is a party or by which it is bound or to which any of its assets is subject.

Section 4.03. CI represents and warrants that it has the requisite personnel, equipment, expertise, experience and skill to perform its obligations hereunder and provide the Services to Client in a timely and professional manner.

Section 4.04. Data Protection. Client Data means all data, records, and information that Client or its users provide to CI or that CI accesses, receives, maintains, generates, or processes in connection with the Services, including student education records and other student data, employee/personnel data, payroll data, and any other information that identifies or can reasonably be used to identify an individual. As between the parties, Client Data will remain the property of and under the control of Client, and nothing in this Agreement transfers to CI any right, title, or interest in or to Client Data; CI is granted only a limited right to access and process Client Data solely to perform the Services and as otherwise documented in Client's written instructions. CI will process Client Data solely to perform the Services and as otherwise documented in Client's written instructions. CI will not sell, rent, disclose, share, or otherwise make Client Data available to any third party except as necessary to perform the Services or as required by law. Except as required to perform the Services, CI will not use Client Data for any secondary purpose, including product improvement, analytics, benchmarking, marketing, advertising, or training of models, except to the extent Client provides prior written authorization. CI will implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Client Data against unauthorized access, acquisition, use, disclosure, alteration, or destruction, taking into account the nature of the Services and the sensitivity of Client Data. Such safeguards will include, at a minimum, access controls based on least privilege and role-based access, unique user credentials for CI personnel with access to Client Data, and logging/monitoring appropriate to the Services. CI and Client will encrypt Client Data in transit using industry-standard encryption and will encrypt Client Data at rest where feasible and

CHARTER IMPACT

appropriate to the sensitivity of the Client Data and the systems used. CI will maintain logical segregation of Client Data from data of other customers where feasible and appropriate to the Services. CI will ensure that only CI personnel with a need to know have access to Client Data and that such personnel are bound by written confidentiality obligations at least as protective as those in this Agreement and receive appropriate privacy and security training. Upon expiration or termination of the Agreement, and upon Client's written request at any time, CI will promptly return to Client or securely delete Client Data in CI's possession or control, except to the extent retention is required by applicable law. If deletion is requested, CI will use commercially reasonable methods to securely delete Client Data from its systems and will certify deletion upon request. CI will not disclose Client Data to any subcontractor or third party that will process Client Data on CI's behalf unless CI has entered into a written agreement with such party that imposes data protection obligations no less protective than those set forth in this Data Protection section, including limitations on processing, confidentiality, security safeguards, incident notification, and secure deletion/return. CI remains responsible for its subcontractors' acts and omissions relating to Client Data. Security Incident means any actual or reasonably suspected unauthorized access to, acquisition of, use of, or disclosure of Client Data, or any material compromise of the confidentiality, integrity, or availability of Client Data. CI will notify Client of a Security Incident without undue delay and in any event no later than 72 hours after becoming aware of the Security Incident where required by applicable law. CI will provide timely updates as additional information becomes available and will reasonably cooperate with Client in investigating, mitigating, remediating, and complying with Client's legal obligations relating to the Security Incident. To the extent a Security Incident is caused by CI's breach of this Agreement, negligence, or willful misconduct, CI will be responsible for Client's reasonable and documented costs of response, mitigation, remediation, and required notifications, including reasonable third-party forensic and legal costs, in accordance with Articles 5 and 6 of this Agreement.

ARTICLE 5. DISCLAIMER OF WARRANTIES

Section 5.01. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE THAT ARE EXPRESSLY CONTAINED HEREIN. CI DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES NOT CONTAINED HEREIN, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; THIRD PARTY SOFTWARE OR HARDWARE; OR, RESPONSIBILITY FOR CLIENT DATA.

Section 5.02. Limited Remedy. In the case of CI's defect in performing the Services either as determined by Client or discovered by CI, CI shall re-perform any defective Services within 30 days after receiving notice of a claimed defect, or a request to re-perform a defect discovered by CI, from Client. CI shall report to Client any defective Services discovered by CI no later than 10 business days after discovery. Client may terminate this Agreement in accordance with the cure mechanism in Section 14.01 if Client determines, in its sole discretion, that CI has failed to remedy any defect noticed

under this Section or failed to inform Client of a discovered defect as required under this Section.

ARTICLE 6. LIMITATION OF LIABILITY

Section 6.01. EVEN IF CI CANNOT OR DOES NOT RE-PERFORM ANY DEFECTIVE SERVICES, AND CLIENT'S LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE, CI'S ENTIRE LIABILITY SHALL IN NO EVENT EXCEED $600,000. CI HAS NO LIABILITY FOR GENERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM A DEFECT IN ANY SERVICES.

Section 6.02. EXCEPT FOR DAMAGES FLOWING FROM GROSS NEGLIGENCE OR INTENTIONALLY TORTIOUS CONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE. Client acknowledges that the pricing of the Services and the other terms of this Agreement have been set based on the foregoing sections of this Agreement providing for an agreed allocation of the risk for any defective Services between the parties. Client further acknowledges that the pricing and terms would have been different if there had been a different allocation of the risk.

ARTICLE 7. CONFIDENTIAL BUSINESS INFORMATION

Section 7.01. CI agrees that all of the business information related specifically to Client developed by or communicated by or to CI in the performance of the services described in this Agreement is of a highly confidential nature, and that, unless the CI has the prior written approval of Client, no use or oral or written disclosure of that information by CI will be made either during or after the term of this Agreement, except that CI may disclose that information to persons or companies who may be designated by Client to work with the CI in connection with CI's performance of the Services. Nothing herein shall be construed as restricting CI in performing the Services, which require routine disclosure of such information to auditors, regulatory agencies, insurance carriers, and providers, and the Client as its agent. With the Client's consent, CI will provide financial references upon request by certification organizations, financial institutions, and potential grantors.

Section 7.02. For purposes of this Agreement, "Confidential Information" means any and all technical and non-technical information including copyright, trade secret, and proprietary information, inventions, know-how, processes and algorithms, software programs, software source documents. Confidential Information includes, without limitation, financial information, procurement requirements, purchasing information, and

plans and personnel information of the parties and students as protected under FERPA, HIPPA, and other privacy protection laws. The restriction of Section 7.01 does not apply to information which CI can demonstrate was at the time of the execution of this Agreement:

(a) In the public domain or is otherwise considered public information; or

(b) Part of CI's prior knowledge; or

(c) Learned from a third party without the breach of a confidential relationship with Client.

ARTICLE 8. OBLIGATIONS OF CLIENT

Section 8.01. Authorized Personnel. The Client must identify to CI, in writing, the authorized staff member(s) to work with CI with respect to: general information about the Client, accounts payable, personnel and payroll, attendance records as well as funding compliance and reporting.

Section 8.02. Principal Contact. The Client must also identify, in writing to CI, its key or principal contact who is authorized to receive and disclose Confidential Information, receive payroll checks and discuss personnel issues.

Section 8.03. Financial Records and Audit.

(i) The Client will maintain customary and reasonably correct, complete and accurate books and records of account as required by the United States government, the State of California (and any other funding authority). The Client will deliver all supporting documentation in accordance with the monthly close timeline developed by CI. Unless otherwise stated, this deadline will be 5 calendar days following the end of the month.

(ii) The Client will obtain a timely annual audit of its books and records from an independent certified public accounting firm (reasonably acceptable to CI) and immediately provide CI with a copy of any annual audit and related reports, notes or statements. Client authorizes and instructs its independent accountants to speak and work directly with CI on any matter or issue pertinent to the Services.

(iii) Client covenants that it will respond promptly and professionally to any and all questions or investigations from any investigating or funding authority or Client's accountants, including exceptions noted in any independent accountant's report.

CHARTER IMPACT

Section 8.04. Coordination and Cooperation. Client, its authorized staff members and principal contact will work closely and cooperatively with CI to facilitate the effective performance and delivery of the Services. Client will comply with and respond promptly to all reasonable requests of CI for information or documents from the Client. Client covenants to assist CI in reconciling outstanding invoices, and to provide CI with copies or originals of vendor invoices and correspondence, as well as other statements and receipts in accordance with the monthly close deadline established by CI. In the case where CI is required to incur additional time researching, obtaining or documenting transactions, re-processing payments or re-classifying expenses outside of the standard processes and procedures and established by CI, CI may charge additional fees based on the standard hourly rates for actual time spent as noted in Section 3.01 above.

Section 8.05. Payroll. Client will provide all necessary and proper data to CI for payroll processing.

(i) All original documents as it relates to personnel files or payroll logs will be maintained at the Client site.

(ii) Client will use, and purchase if necessary to use, commercially reasonable time clocks for hourly personnel if CI systems are not used.

Section 8.06. Attendance Records and Reports. Client must take all necessary and proper steps to provide regular, accurate and timely responses to daily attendance tracking reports.

(i) Client is responsible for taking daily attendance records compliant with the California Education Code Statutes. Client must maintain phone logs, tardy logs and other pertinent information related to appropriate attendance tracking.

(ii) If applicable, Client is responsible for summarizing daily attendance into 20 day attendance reports to be submitted to CI within 2 business days of the last day in the 20 day period.

Section 8.07. Grant and Funding Requirements. Client covenants to use its best efforts to comply with all grant and funding requirements, including record keeping, reporting, management and financial controls and policies and procedures. Client is retaining CI to assist it in ensuring compliance with grant and funding requirements, but Client also recognizes that it is Client's responsibility to know and be aware of all restrictions and requirements of its grants and funding sources including both governmental and non-governmental sources.

CHARTER IMPACT

Section 8.08. Client Policies and Procedures. Client covenants to develop, apply and follow not less than customary and reasonable policies and procedures applicable to: Human Resources, Payroll Administration, Internal Financial Controls, Accounts Payable and other disbursements and competitive bid procedures for vendors.

Section 8.09. Notice and Information. Client covenants that it will provide CI with prompt, complete and accurate notice of and information concerning any material errors in Client data and Client' books and records, as well as with respect to investigations or inquiries into the Client, its activities, operations and reports by any governmental authority. Client will provide CI promptly with copies of every report, including any schedules or exhibits, provided to any governmental agency.

Section 8.10. Client acknowledges that CI's employees, consultants and any other personnel have been thoroughly trained and employed at great expense, are of great value and provide CI with a substantial competitive advantage in its business. Client agrees not induce or attempt to induce any employees, consultants or other personnel of CI to breach their agreements with CI. Should Client, as a result of said inducement, hire or employ any current employee, consultant or any other personnel of CI within one year of their termination from CI, Client agrees to pay CI a fee equal to 100% of the annual starting salary, payment of which is due upon the acceptance of employment.

Section 8.11. Chartering Agency Requirements. Client covenants to use its best efforts to comply with all material requirements, including policies and procedures, of the Chartering Agency. Client is retaining CI to assist it in ensuring compliance with chartering agency requirements, but Client also recognizes that it is Client's responsibility to know and be aware of all restrictions and requirements of its Chartering Agency.

ARTICLE 9. AGENCY

Section 9.01. It is understood and agreed that the CI is an independent contractor in respect to CI's relationship to Client, and that CI is not and should not be considered an agent or employee of the Client for any purpose. CI agrees not to represent itself as an agent or employee of the Client at any time.

Section 9.02. Nothing in this Agreement will be construed or implied to create a relationship of partners, agency, joint venture partners, or of employer and employee between CI and Client.

ARTICLE 10. INDEPENDENT CONTRACTOR STATUS

CHARTER IMPACT

Section 10.01. CI and Client are independent contractors. No representations or assertions shall be made nor actions taken by either party that would create any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Neither party shall have any right to bind the other party, to make any representations or warranties, or to perform any act or thing on behalf of the other party, except as expressly authorized under this Agreement or in writing by the other party in its sole discretion. CI will have full control and discretion as to the ways and means of performing any and all services to be provided under this Agreement. It is understood that in the performance of this Agreement CI is not in any way acting as an employee of Client, and CI will be responsible for all taxes, social security payments, and other similar payments or contributions due as a result of any payments made to CI pursuant to the terms of this Agreement.

Section 10.02. As an independent contractor, CI agrees that Client has no obligation to CI under the state or federal laws regarding employee liability, and that Client's total commitment and liability under this arrangement is the performance of its obligations and the payment of CI's compensation and expenses as described herein. Each party will exercise day-to-day control over and supervision of their respective employees, and all instruction and direction of Client employees shall be the exclusive province of the Client. Each party is responsible for obtaining and maintaining worker's compensation coverage and unemployment insurance on its employees. Except as expressly stated in this Agreement, CI and Client are responsible for any and all taxes on their respective net incomes, and for payment and withholding of all applicable taxes on the income of their respective employees.

Section 10.03. CI reserves the right to subcontract with other individuals and businesses for the Services. CI will be responsible for all payments to, as well as the direction and control of the work to be performed by, its subcontractors, if any.

ARTICLE 11. INDEMNIFICATION

Section 11.01. Indemnification. Client and CI warrant to indemnify each other and hold each other, and each other's officers, directors, employees, agents harmless, from and against any and all direct claims, costs, losses, liabilities and expenses for personal injury and property damage, including reasonable attorneys' fees, attributable to their actions and omissions under this Agreement, but excluding claims that would not be made but for the gross negligence or willful misconduct of the party seeking indemnification.

ARTICLE 12. INSURANCE

Section 12.01. CI will carry customary and reasonable comprehensive insurance coverage, including errors and omissions. CI will provide Client with copies of its insurance certificates at commencement of this Agreement and thereafter upon Client request. CI will add Client as an additional insured.

CHARTER IMPACT

Section 12.02. Client will obtain and maintain customary and reasonable insurance for its facilities and operations.

ARTICLE 13. ETHICAL CONDUCT; RECORDKEEPING

Section 13.01. Both Client and CI will operate in accordance with their respective internal policies and all applicable laws. Client requires that CI exercise lawful conduct in all business activities and practices, including proper recording and reporting of all transactions and compliance with applicable laws. The adequacy and accuracy of CI's billings, supporting documentation, and other information rendered to Client become the basis for Client's further recording and reporting, both internally and externally. CI and Client shall not take any action that would result in inadequate or inaccurate recording or reporting of Client's assets, liabilities, or any other transaction or that would violate any applicable laws, rules, or regulations.

Section 13.02. Integrity and Financial Responsibility. Client will act with integrity and alert the management of CI to any fraudulent or unethical activity related to Client operations as soon as the Client becomes aware, to the extent permitted by law. Client acknowledges that CI's ability to provide Services is premised upon the Client acting in a financially prudent manner, including but not limited to timely approval of balanced budgets, maintaining a positive variance to budget throughout the year to the extent feasible and proper submission of supporting documentation for incoming and outgoing payments of any kind. Either party may terminate this contract in accordance with Section 14 in the event it determines that the other party is or has acted in a fraudulent or grossly negligent manner or in the case that CI cannot provide the Services in a professional manner consistent with laws and regulations governing the Client, Client approved policies and procedures or business management best practices, based upon the actions or inaction of either party. In the event that either party determines that it has cause to terminate the contract under this section, that party will notify the other party of all evidence in support of its decision.

ARTICLE 14. TERMINATION

Section 14.01. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect if either Party breaches any of its material obligations under this Agreement in any respect, which breach is not remedied within sixty (60) days following written notice to such breaching Party, unless extended by mutual agreement of both parties due to delays in remedying caused by third parties. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

(a) Client's failure to pay CI any undisputed compensation due within 30 days after written demand for payment or invoicing.

CHARTER IMPACT

(b) CI's failure to complete the services specified in Article 1.

(c) Client's material breach of any representation or agreement contained in this Agreement.

(d) CI's material breach of any representation or agreement contained in this Agreement, including, without limitation, Section 4.03 and Section 13.01.

In addition, Client may terminate this Agreement with sixty (60) days' prior written notice if its charter authorizer informs Client that it will be revoking or non-renewing Client's charter, will demand the Client relinquish its charter, or will be taking over operations of or for Client.

Section 14.02. In the event that Client is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment for the benefit of its creditors, CI may terminate this Agreement upon written notice to Client.

Section 14.03. Effect of Termination; Survival. Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature continue or should survive will remain in effect after termination or expiration of this Agreement.

Section 14.04. All Services, including preparation of financial statements and compliance reporting related to a period within the term, will cease upon termination or expiration of this Agreement except as provided herein. If Client has compliance needs that stretch beyond the term of this Agreement into the next fiscal year, such as year-end closing and audit preparation for a fiscal year within the term, CI will agree to enter into a closing agreement to be created upon termination or expiration to clearly define a term and scope of services falling outside this Agreement. The fee for such services is determined at that time based upon the scope of work to be completed past the Agreement term and any such out-of-scope services are not billable unless pre-approved in writing by Client pursuant to a written estimate of hours and applicable rates. Notwithstanding the foregoing, upon any termination or expiration of this Agreement, CI shall reasonably cooperate with Client to transition and offboard the Services in an orderly manner so as to avoid any interruption in services to Client following termination, including promptly providing (or making available) Client's financial information, workpapers, schedules, databases etc. and other materials reasonably necessary for Client's continued operations and for any audit, and reasonably cooperate with Client and any successor service provider or auditor with respect to questions relating to periods during the Term. CI shall provide such transition services at no additional fee to the extent such services are reasonably necessary to avoid interruption in Client's operations or services; provided that any assistance beyond such necessary transition services shall be performed at CI's hourly rates only if CI first provides Client with a written estimate of the hours and applicable rates and obtains Client's prior written approval, unless otherwise agreed in writing.

CHARTER IMPACT

Section 14.05. In the event of early termination, the Business Management fee deemed to be earned by and due to CI will be equal to the fee in Section 3.01 and the forecasted revenue from the most recently prepared financial report, prorated from the commencement date of this agreement to the termination date, regardless of fee actually invoiced as of the termination date.

ARTICLE 15. DISPUTE RESOLUTION

Section 15.01. Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, arising out of either party's performance of this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section.

a. Resolution Sequence. If the Dispute cannot be settled by good faith negotiation between the Chief Executive Officers of the parties – which must take place within thirty days of receipt by one party of a claim of a Dispute – CI and Client will submit the Dispute to non-binding mediation in Santa Clara County. If complete agreement cannot be reached within thirty days of submission to mediation, any remaining issues will be resolved by binding arbitration in accordance with Sections (c) and (d) below. Arbitration will comply with and be governed by the provisions of the California Arbitration Act

b. Arbitrator. A single Arbitrator who is a retired judge and knowledgeable in commercial matters will conduct the arbitration. The Arbitrator's decision and award will be final, must be made in writing with findings of fact and conclusions of law, will be binding and may be entered in any court with jurisdiction. The Arbitrator will not have authority to make errors of law or legal reasoning, nor to modify or expand any of the provisions of this Agreement. The Arbitrator will not have the authority to award damages not permitted by this Agreement.

c. Rules and Expenses. Any mediation or arbitration commenced pursuant to this Agreement will be conducted under the then current rules of the alternate dispute resolution ("ADR") firm in the site selected by the parties. If the parties are unable to agree on an ADR firm, the parties will conduct the mediation and, if necessary, the arbitration, under the then current rules and supervision of the American Arbitration Association. CI and Client will each bear its own attorneys' fees associated with the mediation and, if necessary, the arbitration. CI and Client will pay all other costs and expenses of the mediation/arbitration as the rules of the selected ADR firm provide.

CHARTER IMPACT

d. Limitation on Actions. Any dispute Client may have against CI with respect to this Agreement must be brought within four years after the cause of action arises.

15.02 Attorneys' Fees; Prevailing Party. In any action, proceeding, or arbitration arising out of or relating to this Agreement, the prevailing party will be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs (including expert witness fees and court costs) incurred in connection with such dispute, in addition to any other relief to which the prevailing party may be entitled. For purposes of this provision, "prevailing party" means the party that substantially prevails on the principal claims and defenses, as determined by the court or arbitrator, as applicable.

ARTICLE 16. GENERAL PROVISIONS

Section 16.01. Any notices to be given under the Agreement by either party to the other will be in writing and may be transmitted by personal delivery or by e-mail, mail, registered or certified, postage prepaid with return receipt requested. Mailed notices will be addressed to the parties at their known place of business, but each party may change that address by written notice in accordance with this section. Notices delivered personally will be deemed communicated as of the date of actual receipt; mailed notices will be deemed communicated as of two days after the date of mailing.

Section 16.02. This instrument contains the entire Agreement of the parties with respect to the subject matter hereof and there are no other promised representations or warranties affecting it. This Agreement supersedes any and all other agreements, either oral or in writing, between CI and Client with respect to the engagement of CI by Client and contains all of the covenants and agreements between the parties with respect to that engagement in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied in the Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

Section 16.03. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

Section 16.04. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party will not be deemed a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 16.05. If any provision in this Agreement is held by a court or arbitrator of competent jurisdiction to be unreasonable, invalid, void, or unenforceable, then this Agreement will be deemed amended to provide for the modification of the unreasonable, invalid, void, or unenforceable provision to the extent that the court or arbitrator finds

CHARTER IMPACT

reasonable, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

Section 16.06. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of law provisions or to constructive presumptions favoring either party.

Section 16.07. Force Majeure. Neither Party shall be in breach of this Agreement to the extent that any delay or default in performance is due to causes beyond the reasonable control of the delayed or defaulting Party; provided, that the delayed or defaulting Party shall immediately notify the other Party of the event, an estimate of the duration of the event, and the delaying or defaulting Party's plan to mitigate the effects of the delay or default.

Section 16.08. Successors and Assigns. Neither this Agreement nor any of its rights or privileges shall be sold, assigned, transferred, shared, or encumbered, by operation of law or otherwise, without the prior written consent of the affected (non-assigning) party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 16.09. Publicity. Client agrees to act as a reference for CI with respect to the Services upon CI's reasonable request. CI may issue press releases or identify Client in marketing materials, including the start and termination of the Agreement, provided that all references to Client are fair, accurate and not misleading.

Section 16.10. Corporate Power and Authorization. The parties hereto have full corporate power and authority to execute and deliver this Agreement and to perform their obligations hereunder. The execution, delivery and performance of this Agreement by each party has been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by each party and constitutes the valid and legally binding obligation of Client and CI enforceable in accordance with its terms and conditions.

[signature page to follow]

Accepted and Agreed, as of the Effective Date first written above:

VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

Signed: _____

Name: _____

Title: _____

CHARTER IMPACT, LLC

By _____
Adam Kaeli, Co-CEO

CHARTER IMPACT

EXHIBIT A
SCOPE OF WORK: BUSINESS MANAGEMENT SERVICES

1. **IMPLEMENTATION AND TRAINING**
    a. Create a customized accounting database based specifically on the school's reporting needs (both internal and external)
    b. Import historical data to the extent possible (typically monthly balances as far back as data is available) to allow for maximum comparability of financial information
    c. Review existing contracts for terms, requirements and school responsibilities
    d. Create, refine or replace existing processes and procedures to increase efficiency and improve the strength of internal controls
    e. Provide training in specific processes and procedures including to school site staff including: accounts payable, accounts receivable/deposits, petty cash accounts, student stores, payroll, etc.
    f. Provide training to new and/or existing board members on:
        i. Charter school funding - including drivers, calculations, restrictions and cash flow timing
        ii. Reading and interpreting financial reports
        iii. Internal controls and the board's responsibility for oversight and maintenance

2. **ACCOUNTS PAYABLE PROCESSING**
    a. Review all invoices sent to Charter Impact for proper approval and coding
        i. Any discrepancies will be reported to the Client within three business days of CI becoming aware of the discrepancy. CI is not responsible for communicating any information to Client vendors. The fees described in Section 3.01 are based upon Client cooperation and compliance with CI processes and procedures. Time incurred to process payments outside of the pre-established timeline is subject to additional fees as described in Section 8.04 above.
    b. Enter invoices for each reporting entity, process check payments, and send checks directly to vendors to reduce turn-around time
    c. Provide weekly check registers, accounts payable aging reports, vendor payment history or other ad hoc reports on a recurring or as needed basis
    d. On an emergency basis, same day payments can be processed in addition to the weekly cycle (*additional processing fees apply).
    e. Complete 1099s for all independent contractors.
        i. It is the Client's sole responsibility to obtain and submit to CI the IRS Form W-9 for all vendors. Client acknowledges that CI is not responsible for processing of Form 1099 for any vendor for which CI has not received a Form W-9 or for any vendor that has not been paid through CI's vendor payment process.

CHARTER IMPACT

3. **ACCOUNTS RECEIVABLE PROCESSING**
    a. Monitor the receipt of State approved ADA funding amounts and verify balances paid are correct
    b. Work directly with governmental agencies to resolve any issues or discrepancies identified
    c. Review all donor letters and grant agreements for proper coding and revenue recognition in accordance with GAAP
    d. Maintain independent records, as necessary, for both public and private sources to ensure accurate reporting and compliance

4. **BANK RECONCILIATION AND GENERAL LEDGER MAINTENANCE**
    a. Reconcile all bank accounts on a weekly basis for a heightened level of security and monitoring
    b. Alert management to any irregularities, un-reconciled amounts, or missing documentation
    c. Maintain general ledger in accordance with GAAP on an ongoing basis, ensuring all revenues and expenses are recorded and reported accurately
    d. Maintain an inventory of fixed assets over the school-designated capitalization threshold and calculate depreciation on a monthly basis

5. **CASH MANAGEMENT**
    a. Prepare and deliver to Client a rolling 30-day daily cash balance projection on a weekly basis using reconciled bank balances. For projections beyond 30 days (for analysis of cash for any period of time over 30 days, the monthly forecast described in Section 6 will be utilized)
    b. On a weekly basis, provide schools with amount of cash available for accounts payable or other discretionary spending while ensuring sufficient funds for regularly recurring transactions such as payroll, taxes, rent, insurance, etc.
    c. Plan and manage payment of outstanding debt as needed
    d. Prepare all financial reporting necessary for renewal of loans or lines of credit
    e. Monitor compliance with all debt covenants as a part of the ongoing budgeting and forecasting process
    f. Analyze future cash flow and determine whether schools need to make adjustments to spending or seek other funding options.

6. **MONTHLY FINANCIAL REPORTING**
    a. Provide a monthly reporting package by the 20th day of the following month, assuming all necessary data is received from the school site on a timely basis, to ensure management has the necessary information to make sound business decisions
    b. Create financial reporting package based on customized business segments. This includes budgets and forecasts as well.
    c. Offer a menu of report options for the monthly financial reports including, but not limited to:
        i. Monthly summary by financial section with bulleted highlights for presentation purposes

CHARTER IMPACT

ii. Monthly Cash Flow Forecast and comparison to approved budget
iii. Budget vs. Actual Report (both current month and year-to-date)
iv. Schedule of Revenue and Expenses by Period
v. Comparative Statement of Financial Position
vi. Combining/Consolidating Statements of Activities and Financial Position
vii. Statement of Cash Flows (both current month and year-to-date)
viii. Accounts Payable/Receivable Aging
ix. Check Register(s)
x. General Ledger Detail
xi. Other customized reports as requested by the school, executive team or board

d. On a monthly basis, review and present the financial package with the school staff to assess the current fiscal condition of the school
e. Provide access to the accounting database via a VPN connection allowing school staff to run reports and see real-time data as it exists in the system
f. On an as needed basis, provide or present financial information or training to lenders, board members, community members, parents or other external parties as requested by the school.
g. As development allows, provide access to CI's proprietary compliance and reporting system, including financial, payroll, and student data metrics, to evaluate the health of the organization against predetermined benchmarks.

7. **COMPLIANCE AND GRANT REPORTING**
   a. Support Client and its schools with LCAP development, including preparation of the budget, ensuring adherence to Supplemental and Concentration funding requirements and integrating the LCAP budget into the overall school operating budget, in accordance with the applicable internal, statutory, and authorizer deadlines provided by Client
   b. Assist Client and its schools with grant applications including the development of grant-specific budgets as well as long-term projections, in accordance with the applicable internal and statutory deadlines provided by Client
   c. In the event that new funding programs become available, funding program elements and pricing will be revised if the Client wishes CI to pursue such funding. These applications will be subject to the timelines and conditions of the funding programs and will be the primary responsibility of the Client, provided that CI will use commercially reasonable efforts to deliver any agreed CI-prepared components on time to Client, assuming timely receipt of required Client inputs.
   d. Track all restricted revenues (both public and private) to ensure compliance with governmental and donor-required restrictions, updated at least monthly
   e. Provide financial information and reporting to governmental entities, donors, and other supporting organizations for grant compliance within the applicable deadlines, assuming timely receipt of required Client inputs

8. **CHARTER AUTHORIZER SUPPORT**

CHARTER IMPACT

a. Support Client and its schools with all financial and business communications with the charter authorizer and other oversight entities including but not limited to County Offices of Education and the California Department of Education. This includes, but is not limited to:
    i. Prepare regular financial reporting (budget and interims)
    ii. Provide ad hoc financial documents and reports as requested
b. Attend meetings with authorizer staff (in person with 10 days' notice or virtually as requested by Client) to discuss fiscal health and outlook of the school, upon Client's request
c. Assist in the renewal process by preparing and/or reviewing fiscal narratives, preparing the required forecasts and cash flow projections, and calculating the LCFF with assumptions.

9. **ANNUAL BUDGET CREATION AND REVISIONS**
    a. Collaborate with school staff annually to prepare a 5-year budget and cash flow projection for Client's review and approval, delivering draft projections to Client by the deadline agreed to in writing by the parties
    b. Provide a monthly budget and cash flow report to monitor the cash balance and protect against the gap caused by revenue and expenditure seasonality
    c. Revise the annual forecasts with details and assumptions provided by Client monthly at minimum (and more frequently upon Client's request or if material variances are identified) to provide Client with updated year-end projections

10. **AUDIT PREPARATION AND OVERSIGHT WITH AUTHORIZERS**
    a. Maintain electronic records of all transaction support, updated at least monthly to include any CI-requested and Client-provided backup documentation/ information
    b. Work directly with the independent auditors to provide information, thereby reducing client time commitment and audit fees, and promptly respond to auditor requests, assuming timely receipt of required Client inputs
    c. Participate in, and support all oversight reviews from charter authorizers and governmental agencies to improve outcomes, and provide requested materials within the applicable deadline

11. **TAX PREPARATION AND SUPPORT**
    a. Prepare and electronically submit Form 1096 (summary of all 1099 forms) to the IRS for all required vendors and service providers, by the applicable IRS deadline, assuming timely receipt of required Client inputs
    b. Prepare and report sales and use tax returns by the applicable filing deadlines, assuming timely receipt of required Client inputs
    c. Provide any and all information necessary for the timely preparation and submission of Form 990, promptly responding to requests and providing requested documentation by applicable deadlines. *Payroll tax reporting is included in the payroll processing Exhibit B below.*

12. **STRATEGIC PLANNING**

CHARTER IMPACT

a. Participate in Client's strategic planning sessions upon request, and provide financial analysis, multi-year projections, and fiscal impact assessments to support Client's long-term planning decisions
b. Respond promptly to Client's requests for guidance on business and financial matters, providing written recommendations by applicable deadlines when requested by Client

CHARTER IMPACT

EXHIBIT B
SCOPE OF WORK: RETIREMENT REPORTING SERVICES

1. **RETIREMENT REPORTING**
   a. Process and submit monthly STRS and/or PERS reports to the third-party administrator, applicable County Office(s) of Education, or directly to CalSTRS and CalPERS, by the applicable submission deadlines, assuming timely receipt of required Client inputs
   b. Submit payment via ACH or live check within the timeframe as requested, and in any event by the applicable due date
   c. Work directly with the County Office(s) of Education and CalSTRS/CalPERS related to questions and required supplemental reporting, and respond promptly to inquiries, such as:
      i. F496 files to SEW (if applicable)
      ii. Newly elected or mandatory qualified members into the CalSTRS and CalPERS websites
      iii. Ensuring the proper forms are completed and distributed such as the Permissive Election ES350 form
      iv. Entering corrections from payroll to CalSTRS/CalPERS and sending corrections to payroll as needed
   d. Provide written updates to Client administrative staff regarding retirement programs at least quarterly, covering:
      i. Processes and procedures related to retirement programs
      ii. Changes to eligibility and classification
      iii. Compensation limits
      iv. Rate changes
   e. Monitor and manage CalSTRS and CROWE audits, and promptly respond to audit requests, assuming timely receipt of required Client inputs
      **Additional support for audit findings or historical corrections prior to current fiscal year would be billed separately on an hourly basis, provided that CI has first provided Client with a written estimate of the hours and applicable rates and obtained Client's prior written approval before performing such work.*
   f. Manage internal retirement audits, corrections, and reconciliations as of the effective date of the Agreement, and complete routine monthly reconciliations within the timeframe agreed to by the parties

Powered by BoardOnTrack

CHARTER IMPACT

EXHIBIT C
SCOPE OF WORK: STUDENT DATA SERVICES

1. **CALPADS**
   a. Maintain regular (weekly, bi-weekly, or monthly) enrollment synchronization with CALPADS. Reconcile all attendance data promptly after the end of each month.
   b. Provide regular reports of CALPADS-related updates and actions needed, including SSID requests, potential SIS errors, CALPADS data discrepancies, and anomalies.
   c. Submit required Fall 1 data, including SSID Enrollment (SENR), Student Information (SINF), English Learner Program (SELA) and Student Program Records (SPRG).
   d. Submit required Fall 2 data, including Staff Assignment (SASS), Staff Demographics (SDEM), and Course and Student Section Enrollment (CRSE and SCSE).
   e. Submit required End-of-Year (EOY) 1-2 data, including Student Discipline (SINC, SIRS, SOFF), Student Absenteeism (STAS), Student CTE (SCTE), Work-Based Learning (WBLR), and Course and Student Section Completion (CRSC and SCSC).
   f. Hold initial meetings and final review calls with school teams for Fall 1, Fall 2, and EOY and provide updates on relevant CALPADS changes.
   g. Notify the school-level Special Education Contact of SPED errors impacting CALPADS submissions (note that Charter Impact does not interact directly with SPED systems).

Other Compliance Support (upon request)
   a. Charter 20-Day Reports as required for schools that submitted a Pupil Estimates New or Significantly Expanding Charters (PENSEC) report.
   b. Annual CBEDS data submission
   c. J-13a Emergency Closure Documentation and Submission
   d. Civil Rights Data Collection (CRDC) Support

2. **ATTENDANCE**
   a. Prepare and submit monthly, P-1, P-2, and Annual (P-A) to school, charter authorizer, and state agencies (PADC) within applicable timelines including Client's internal timelines as well as applicable statutory timelines. Track and provide attendance audit reports on a monthly basis, with reports delivered within the timeframe agreed to in writing by the parties
   b. Reconcile monthly attendance reports and submit to charter authorizer or agency as needed.
   c. Monitor changes to determine if revisions are required; prepare and submit P-2 or Annual (PA) revisions as needed.
   d. Maintain ADA reporting records and fulfill audit requests.
   e. Provide information on attendance errors or anomalies requiring action prior to P-1, P-2, and P-A reporting.

CHARTER IMPACT

f. Calculate ADA for special groups, including Non-Public School, Extended School Year, and Attendance Recovery.
g. Provide support with attendance code configuration in the Student Information System (SIS) to support tracking of independent study and attendance recovery.
h. Review school calendars annually to ensure alignment with state reporting requirements (attendance months, minimum instructional days).
i. Provide attendance alerts to Client promptly after identification of attendance issues or patterns requiring attention

3. **STUDENT INFORMATION SYSTEM (SIS) SUPPORT**
    a. Conduct initial training (minimum one comprehensive session covering all topics below) for various Client staff within the timeframe agreed to in writing by the parties, to ensure timely SIS implementation, and provide prompt refresher training upon Client's written request:
        i. Initial product training, including but not limited to system navigation, student and staff account management, student scheduling task management, and import and export of data and reports
        ii. Compliance functions such as student demographic data entry, student programs maintenance, parent/emergency contact data entry, CALPADS course information, and student enrollment management.
        iii. Attendance functions such as setup and procedures for entering attendance, running reports, and other compliance related features.
        iv. SIS-related guidance including data and reports, student scheduling, transcript management, historical grades management, and graduation progress.
        v. Beginning and End-of-Year rollover support, including:
            1. Importing student records, demographic, and program data
            2. Creating years, terms, bell schedules, and calendars
            3. Configuring attendance, enrollment, and special codes

4. **DATA AND ANALYSIS**
    a. Generate descriptive analyses (upon request) for:
        i. CAASPP, ELPAC, Graduation rates, suspension rates, and chronic absenteeism data.
        ii. Grade distribution reports
        iii. Benchmark data analysis
    a. Perform ongoing data validation to find and flag missing or incorrect data for correction purposes.
    b. Produce English Learner reclassification candidate list based on available data and school criteria.

CHARTER IMPACT

EXHIBIT D
HOURLY RATES

Level	Rate
Clerk	$100.00
Staff	$150.00
Senior/Manager	$200.00
Executive/Director	$250.00

Coversheet

Approve Performance Improvement Plan for Flagship

Section: III. Board Business
Item: B. Approve Performance Improvement Plan for Flagship
Purpose: Vote
Submitted by:
Related Material: FMSD Performance Improvement Plan.pdf

FMSD Performance Improvement Plan

Overview

Areas of Focus per FMSD Notice of Concern

According to the Notice of Concern (NoC) sent to Voices from FMSD's oversight contractor Edmetrix on March 3, 2026, Voices must formalize the documentation of specific “underlying causes of low performance” and document in a written plan. Voices Flagship qualified for the Low Performance Category based on Criterion 2 as outlined in California *Education Code* (*EC*) Section 47607(c). This criterion is evaluated using the academic indicators on the CA School Dashboard; specifically the ELA, Math, Science, and ELPI indicators in the case of Voices Flagship. After conducting a root cause analysis of the factors contributing to Voices Flagship's low performance, network leadership has developed the following action plan in partnership with site leaders.

Voices will deliver quarterly updates on the progress of the action plans outlined below to FMSD for review, based on the dates provided through Epicenter. These updates will include evidence of implementation and a summary of progress for the quarter.

Root Cause Analysis of Improvement Areas

In alignment with our commitment to continuous improvement and in response to the FMSD's Notice of Concern dated March 3, 2026, the Voices team has conducted a comprehensive root-cause analysis targeting the identified areas of focus. We have engaged extensively with both data and community feedback to uncover the underlying causes of each growth opportunity. This analysis directly informs our strategic plan for Voices Flagship, which is organized around three key areas:

1. **Ensuring academic acceleration for all students**
2. **Improving English Language Acquisition rates**
3. **Increasing the percentage of educators holding Preliminary and Clear California teaching credentials**

The following tables present the root cause analysis for each focus area.

Voices Flagship Improvement Plan (2026-2028)

This summary outlines the improvement plan for Voices Flagship for the next two years, focusing on increasing English Language Arts (ELA), Math, and Science academic outcomes, improving English Language Acquisition progress, and improving staff credentialing..

Improvement Area 1: Accelerating Academic Outcomes in ELA and Mathematics

Root Cause Analysis

Root Cause	Reasoning	Planned Interventions (*outlined in the tables below*)
Poor Tier-1 instructional practices due to high staff turnover, largely due to COVID-19-related disruptions and stress, which led to a high number of new/novice teachers entering the profession.	Most of the teachers we hired after the pandemic were new to the field of education. The novice teaching force needed more training and support in Tier 1 instruction, including how to plan a scope and sequence (SAS) and deliver a strong Tier 1 lesson.	**Planned Intervention #1:** Train and coach teachers on the Tier 1 lesson protocols to ensure high-quality lesson planning and delivery
Inconsistent implementation of standards-based instruction in the 2022-23 and 2023-24 school years, and a modest improvement in the 2024-25 school year.	Post-pandemic gaps led the Voices Flagship teachers and leadership team to reconsider the approach to academic acceleration, shifting it to remediation. As a result, educators focused on filling student skill gaps from prior grade levels. As a result, staff were significantly less able to focus on grade-level content standards. Based on common formative assessment results in 2024-25, there was a modest improvement in adherence to grade-level standards-based instruction that led to improved academic outcomes.	**Planned Intervention #2:** Ensure standards-based planning and collaboration using the Voices network-wide scope and sequence **Planned Intervention #3:** Support educators in conducting regular data cycles to monitor student mastery of standards using common formative assessments developed through IXL

Planned Interventions & Progress Monitoring

Root Cause	Poor Tier-1 instructional practices due to high staff turnover, largely due to COVID-19-related disruptions and stress, which led to a high number of new/novice teachers entering the profession.
Planned Intervention #1 (Concrete, monitor-able steps)	Train and coach teachers on the Tier 1 lesson protocols to ensure high-quality lesson planning and delivery
Metric % of weekly submitted lesson plans % of weekly lesson plans with high quality feedback	**Installation Metric:** 80%+ of teachers will have weekly lesson plan submission rate of 80% or better using the Voices IPP template as measured by the Grow lesson tracking and feedback dashboard. **Initial Implementation Metric:** 95%+ of submitted lesson plans will have been given high quality feedback by a school leader as measured by Grow's lesson tracking and feedback dashboard. **Full Implementation Metric:** 90% of teachers will submit weekly lesson plans using the Voices IPP template at a rate of 90% or higher, including at least one planned lesson per core content area each week, and 90% of submitted lesson plans will receive high-quality feedback from a school leader,
Responsible for Implementation	Principal, Dual Instruction Manager
Providing Oversight/Management	Director of Dual Language Instructional Leadership

Timeline *2026-27*	October 9, 2026	January 15, 2027	March 19, 2027	June 4, 2027
	Quarter 1	**Quarter 2**	**Quarter 3**	**Quarter 4**
Stage of Implementation				
Metrics				
Evidence				
Summary of Evidence				
Timeline *2027-28*	**Quarter 1**	**Quarter 2**	**Quarter 3**	**Quarter 4**
Stage of Implementation				
Metrics				
Evidence				
Summary of Evidence				

Root Cause	Inconsistent implementation of standards-based instruction in the 2022-23 and 2023-24 school years, and a modest improvement in the 2024-25 school year.
Planned Intervention #2 (Concrete, monitor-able steps)	Ensure standards-based planning and collaboration using the Voices network-wide scope and sequence
Metric % of quarterly pacing calendars meeting the pacing calendar success criteria % of quarterly pacing calendars with high quality feedback	**Installation Metric:** 80% of teachers will have pacing calendars matching the criteria for success submitted monthly with a submission rate of 80% or better as measured by the Grow pacing calendar tracking and feedback dashboard. **Initial Implementation Metric:** 95%+ of submitted pacing calendars will have been given high quality feedback by a school leader as measured by Grow's pacing calendar tracking and feedback dashboard. **Full Implementation Metric:** 90% of teachers will submit monthly pacing calendars using the Voices criteria for success at a rate of 90% or higher and 90% of submitted pacing calendars will receive high-quality feedback from a school leader,
Responsible for Implementation	Principal, Dual Instruction Manager
Providing Oversight/Management	Director of Dual Language Instructional Leadership

Timeline *2026-27*	October 9, 2026	January 15, 2027	March 19, 2027	June 4, 2027
	Quarter 1	**Quarter 2**	**Quarter 3**	**Quarter 4**
Stage of Implementation				
Metrics				
Evidence				
Summary of Evidence				

Timeline *2027-28*				
	Quarter 1	**Quarter 2**	**Quarter 3**	**Quarter 4**
Stage of Implementation				
Metrics				
Evidence				
Summary of Evidence				

Root Cause	Inconsistent implementation of standards-based instruction in the 2022-23 and 2023-24 school years, and a modest improvement in the 2024-25 school year.
Planned Intervention #3 (Concrete, monitor-able steps)	Support educators in conducting regular data cycles to monitor student mastery of standards using common formative assessments developed through IXL
Metric % Participation rate for all assessments % of grade levels with clear data analysis structures in the schools professional development (PD) scope and sequence	**Installation Metric:** 95%+ participation for all assessments as outlined in our assessment framework. **Initial Implementation Metric:** 100% of schools have clear structures for data analysis to occur aligned with our assessment model framework and 80% implementation of those structures as measured by the network-wide PD scope and sequence and coaching conversation tracker (Grow). **Full Implementation Metric:** 80% of data analysis structures result in improved student outcomes between cycles.
Responsible for Implementation	Principal, Assessment Manager
Providing Oversight/Management	Director Data and Compliance

Timeline *2026-27*	October 9, 2026	January 15, 2027	March 19, 2027	June 4, 2027
	Quarter 1	**Quarter 2**	**Quarter 3**	**Quarter 4**
Stage of Implementation				
Metrics				
Evidence				
Summary of Evidence				
Timeline *2027-28*				
	Quarter 1	**Quarter 2**	**Quarter 3**	**Quarter 4**
Stage of Implementation				
Metrics				
Evidence				
Summary of Evidence				

Improvement Area 2: Improved English Language Acquisition Rates

Root Cause Analysis

Root Cause	Reasoning	Planned Interventions (*outlined in the tables below*)
Inconsistent implementation of dual-aligned grade-level instruction during the 2022-23 and 2023-24 school year, and a modest improvement in the 2024-25 school year	Walk-through observations in the 2023-24 and 2024-25 school years identified gaps in educators' instruction in the language of focus and in the use of concurrent translation rather than comprehensible language supports.	**Planned Intervention #4:** Conduct a deep dive into dual language and biliteracy professional development alongside our Voices Director of Dual Language Instructional Leadership and external partners, such as Ensemble Learning, to the extent possible
Low understanding and quality of implementing the integrated and designated English Language Development (ELD)	Conversations with educators, as well as lesson analyses and classroom walks, revealed a gap in educators' understanding of integrated and designated ELD strategies to integrate into their lessons.	**Planned Intervention #5:** Conduct a deep dive into the designated and integrated ELD with Voices educators

Planned Interventions & Progress Monitoring

Root Cause	Inconsistent implementation of dual-aligned grade-level instruction during the 2022-23 and 2023-24 school year, and a modest improvement in the 2024-25 school year
Planned Intervention #4 (Concrete, monitor-able steps)	Conduct a deep dive into dual language and biliteracy professional development alongside our Voices Director of Dual Language Instructional Leadership and external partners, such as Ensemble Learning, to the extent possible
Metric % of school leaders participating in dual language model deep dive % of grade levels meeting the dual language minute requirements % of teachers meeting 'proficient' on the network dual language lesson coherence rubric	**Installation Metric:** 100% of school leaders participate in the dual language model deep dive and submit required model assessment. **Initial Implementation Metric:** 100% of the school's master schedules meet the network dual language minute requirements by grade band, verified by the Voices Network Instruction Partners Team. **Full Implementation Metric:** 90%+ of observed lessons meet 'proficient' on the network dual language lesson coherence rubric (alignment to Dual target language + second language learner strategies + evidence of student language production), based on 3 observations per teacher per quarter.
Responsible for Implementation	Principal, Director of Dual Language Instructional Leadership
Providing Oversight/Management	Chief Innovation and Strategy Officer

Timeline *2026-27*	October 9, 2026	January 15, 2027	March 19, 2027	June 4, 2027
	Quarter 1	**Quarter 2**	**Quarter 3**	**Quarter 4**
Stage of Implementation				
Metrics				
Evidence				
Summary of Evidence				

Timeline *2027-28*				
	Quarter 1	**Quarter 2**	**Quarter 3**	**Quarter 4**
Stage of Implementation				
Metrics				
Evidence				
Summary of Evidence				

Root Cause	Low understanding and quality of implementing the integrated and designated English Language Development (ELD)
Planned Intervention #5 (Concrete, monitor-able steps)	Conduct a deep dive into the designated and integrated ELD with Voices educators
Metric % of grade levels meeting the ELD/Spanish Language Development (SLD) minute requirements % of teachers meeting 'proficient' on the network ELD/SLD lesson coherence rubric	**Installation Metric:** 100% of school master schedules meet the network ELD/SLD minute requirements by grade band (±0 minutes), verified by the Network Instruction Team. **Initial Implementation Metric:** 80% of teachers submit monthly pacing calendars on time, and 80% of submitted calendars meet the network 'criteria for success' rubric (alignment to SAS, language objective, assessment checkpoints), as tracked in Grow. **Full Implementation Metric:** 90%+ of observed ELD/SLD lessons meet 'proficient' on the network ELD/SLD lesson coherence rubric (alignment to SAS + clear language objective + integration with content learning + evidence of student language production), based on at least 2 observations per teacher per quarter.
Responsible for Implementation	Principal, Director of Dual Language Instructional Leadership
Providing Oversight/Management	Director of Dual Language Instructional Leadership

Timeline *2026-27*	October 9, 2026	January 15, 2027	March 19, 2027	June 4, 2027
	Quarter 1	**Quarter 2**	**Quarter 3**	**Quarter 4**
Stage of Implementation				
Metrics				
Evidence				
Summary of Evidence				
Timeline *2027-28*	**Quarter 1**	**Quarter 2**	**Quarter 3**	**Quarter 4**
Stage of Implementation				
Metrics				
Evidence				
Summary of Evidence				

Improvement Area 3: Educators Holding a CA Teaching Credential

Root Cause Analysis

Root Cause	Reasoning	Planned Interventions (*outlined in the tables below*)
High staff turnover, largely due to COVID-19-related disruptions, resulted in a large number of new/novice teachers entering the profession at Voices Flagship. As a result, we have a large number of new teachers, and new teachers need support to complete their credentialing programs because the California credentialing system for bilingual educators is complex.	Educators reported leaving the teaching profession due to high stress after returning from the COVID-19 pandemic. Voices saw very few applicants with teaching credentials for vacant staff positions and had to hire individuals on emergency permits, reducing the number of credentialed educators. The new educators have at times had difficulty navigating the credential requirements and steps.	**Planned Intervention #6:** Individualized Credentialing Plans: Each teacher meets 1:1 with a credentialing specialist to review credentialing status, identify specific needs, and establish a personalized plan with clear milestones and deadlines. **Planned Intervention #7:** Create a seamless employee lifecycle by formalizing our hiring incentives, long-term onboarding, and continuous feedback systems.

Planned Interventions & Progress Monitoring

Root Cause	High staff turnover, largely due to COVID-19-related disruptions, resulted in a large number of new/novice teachers entering the profession at Voices Flagship. As a result, we have a large number of new teachers, and new teachers need support to complete their credentialing programs because the California credentialing system for bilingual educators is complex.
Planned Intervention #6 (Concrete, monitor-able steps)	Individualized Credentialing Plans: Each teacher meets 1:1 with a credentialing specialist to review credentialing status, identify specific needs, and establish a personalized plan with clear milestones and deadlines.
Metric Signed teacher credentialing plans Credentialing conference logs Signed credential plan progress checks Yearly permit and credential analysis	**Installation Metric:** 100% of teachers have a signed credentialing plan. **Initial Implementation Metric:** The credentialing department meets with 100% of teachers to update the progress on the credentialing plan once a quarter as measured by credentialing conference logs and signed credential plan progress checks. **Full Implementation Metric:** 100% of teachers starting the new school year have the required permit or credentials to be teacher of record.
Responsible for Implementation	Credentialing Specialist
Providing Oversight/Management	Special Projects Manager

Timeline *2026-27*	October 9, 2026	January 15, 2027	March 19, 2027	June 4, 2027
	Quarter 1	**Quarter 2**	**Quarter 3**	**Quarter 4**
Stage of Implementation				
Metrics				
Evidence				
Summary of Evidence				

Timeline *2027-28*				
	Quarter 1	**Quarter 2**	**Quarter 3**	**Quarter 4**
Stage of Implementation				
Metrics				
Evidence				
Summary of Evidence				

Root Cause	High staff turnover, largely due to COVID-19-related disruptions, resulted in a large number of new/novice teachers entering the profession at Voices Flagship. As a result, we have a large number of new teachers, and new teachers need support to complete their credentialing programs because the California credentialing system for bilingual educators is complex.
Planned Intervention #7 (Concrete, monitor-able steps)	Create a seamless employee lifecycle by formalizing our hiring incentives, long-term onboarding, and continuous feedback systems.
Metric	**Installation Metric:** 85% of the digital platform (recruitment, feedback loops, and vacancy workflows) is configured and validated against the new standardized operating procedures. **Initial Implementation Metric:** 90% of new hires in the first "pilot" cohort completes every required touchpoint in the 180-day cycle on schedule. **Full Implementation Metric:** 90%+ of total staff successfully use the feedback loops and standardized workflows as their "business as usual" process for over six months.
Responsible for Implementation	Human Resources
Providing Oversight/Management	Chief People and Culture Officer

Timeline *2026-27*	October 9, 2026	January 15, 2027	March 19, 2027	June 4, 2027
	Quarter 1	**Quarter 2**	**Quarter 3**	**Quarter 4**
Stage of Implementation				
Metrics				
Evidence				
Summary of Evidence				

Timeline *2027-28*				
	Quarter 1	**Quarter 2**	**Quarter 3**	**Quarter 4**
Stage of Implementation				
Metrics				
Evidence				
Summary of Evidence				