

MY Academy

Regular Meeting of the Board of Directors

Published on September 5, 2022 at 8:29 AM PDT Amended on September 8, 2022 at 8:54 AM PDT

Date and Time Thursday September 8, 2022 at 9:00 AM PDT

Join Zoom Meeting https://cal-pacs-org.zoom.us/j/91973761514

Meeting ID: 919 7376 1514 One tap mobile +12133388477,,91973761514# US (Los Angeles) +16699006833,,91973761514# US (San Jose)

MISSION STATEMENT

MY Academy believes in equity, inclusivity, academic excellence, hope, service, feedback, and gratitude. MY Academy's mission is to create an equitable and individualized learning environment that supports every student and strengthens relationships between all MY Academy Educational Partners.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

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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 of the Governing Board may request assistance by contacting Motivated Youth Academy.

Agenda

	Purpose	Presenter	Time
I. Opening Items			9:00 AM
A. Record Attendance		Board President	1 m
Roll Call: William Hall, President Michael Humphrey, Vice President Steve Fraire, Clerk Peter Matz, Member Larry Alvarado, Member			
B. Call the Meeting to Order		Board President	1 m
C. Approve Minutes	Approve Minutes	Board President	1 m
Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by Seconded by Ayes	_ Nays A	Absent	
II. Approve/Adopt Agenda			9:03 AM
A. Approve Agenda	Vote	Board President	1 m
It is recommended the Board of Directors adopt as p Board meeting of September 8, 2022. Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by Seconded by Ayes		-	Regular

III. Public Comment - Closed Session

The public has a right to comment on any items of the closed session agenda. Members of the public will be permitted to comment on any other item within the Board's jurisdiction under Public Comments/Recognition/Reports.

IV. Adjourn to Closed Session

The Board will consider and may act on any of the Closed Session matters.

Roll Call Vote: William Hall Michael Humphrey 9:04 AM

Steve Fraire Peter Matz Larry Alvarado			Purpose	Presenter	Time
Moved by	_ Seconded by	_ Ayes	_ Nays	Absent	

A. Closed Session	Discuss	Board President	15 m
1. Conference with Legal Counsel – Anticipate	ed Litigation (Gov.	Code section 54	1956.9)

Significant exposure to litigation pursuant to d(2) - 1 matter

V. Reconvene Regular Meeting

Report out any action taken in closed session.

VI. Pledge of Allegiance	9:19 AM
A. Led by Bill Hall	1 m

VII. Public Comments/Recognition/Reports

Please submit a Request to Speak to the Board of Directors using the chat feature on the right hand side of the Zoom platform. Please state the agenda item number that you wish to address prior to the agenda item being called by the Board President. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written statement and an administrator will provide answers at a later date.

VIII. Organizational Structure of the Board			9:20 AM
A. Reappointment of Board of Director Clerk Steve Fraire.	Vote	Kurt Madden	7 m

It is recommended the Board approve the reappointment of Board of Directors Clerk.

The Bylaws of Motivated Youth Academy state in Article VII Board of Directors: "Section 5. DIRECTORS' TERMS. The initial Board of Directors shall be appointed for five (5) years. At the end of the Board of Directors' initial term, directors will be appointed to one, two, and three-year staggered terms, as determined by the initial Board of Directors. Thereafter, each director shall hold office unless otherwise removed from office in accordance with these bylaws for three (3) years and until a successor director has been designated and qualified."

Roll Call Vote: William Hall Michael Humphrey Peter Matz Larry Alvarado

Moved by	Seconded by	_ Ayes		Presenter	Time
IX. Correspondence/F	Proposals/Reports				9:27 AM
A. School Highlight Director	s, Presented by Bill Dol	bson, Interim	FYI	Bill Dobson	10 m
B. Financial Update Client Finance, Cha	e, Rebecca Heinricy, Di arter Impact	rector of	FYI	Rebecca Heinricy	10 m
X. Consent					9:47 AM
motion. There w	er Consent are conside will be no separate discu ne Consent upon the re- arately.	ussion of thes	se items; howe	ver, any item m	nay be
A. Consent - Busin	ess/Financial Services		Discuss	Kurt Madden	2 m
1. Check Regi	ster - August 2022				
B. Consent - Perso	nnel Services		Vote	Bill Dobson	2 m
It is recommend items.	led the Board approve t	he following o	certificated and	d classified per	sonnel
Roll Call Vote: William Hall Michael Humph Steve Fraire Peter Matz Larry Alvarado Moved by	rey Seconded by	_ Ayes	_Nays A	bsent	
XI. Business/Financia	Il Services				9:51 AM
A. Approval of Una	udited Actuals Financia	Report for	Vote	Rebecca	10 m

A. Approval of Unaudited Actuals Financial Report forVoteRebecca10 m2021-2022Heinricy

All charter schools in California must submit their "Unaudited Actuals" for the prior year by September 15th. The Unaudited Actuals represent the complete prior fiscal year's financial activities following all year-end closing activities. The set of unaudited financial statements is then reviewed by the School's independent CPAs, and together with any adjustments recommended by the auditors becomes the School's audited financial statements for that fiscal year. The audited financial statements are then submitted to the authorizer by December 15th.

It is recommended the Board approve the Unaudited Actuals Financial Report 2021-2022 as presented.

The Unaudited Actuals provide historical data necessary in forecasting to make informed estimates in determining how to allocate the budgets or plan for anticipated expenses for an upcoming period of time. The Unaudited Actuals also provide the beginning balance for budgeting for the current year followed by any adjustments needed per the auditors as the actuals become finalized.

		Purpose	Presenter	Time
Fiscal Impact: \$ 0.00				
Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Mayod by	Avec	Neve	Absent	
Moved by Seconded by	_ Ayes	_Nays	Absent	
B. Approval of 2022-23 Consolidated App Reporting System (CARS) Spring Vote Re		Vote	Kurt Madden	5 m

Motivated Youth Academy is requesting the Board approve the 2022-23 Data Collections for submission to the Consolidated Application and Reporting System. The data collection Includes Certification of Assurances. Protected Praver Certification, LCAP Federal Addendum Certification. Application for Funding, and Substitute System for Time Accounting.

It is recommended the Board approve the 2022-23 Consolidated Application and Reporting System (CARS) Spring Release for Motivated Youth Academy Charter Schools.

XII. Education/Student Services		10:06 AM
A. Approval of MYA 2022-2023 Master Plan for English Learners	Vote	Bill 5 m Dobson
It is recommended the Board approve the MYA 2022-2 Learners.	023 Master F	Plan for English
Fiscal Impact: \$ 0.00		
Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by Seconded by Ayes N	lays Al	bsent
XIII. Personnel Services		10:11 AM
A. Approval of 2022-23 Motivated Youth Academy Board of Directors and Interim Director Goals	Vote	Kurt 5 m Madden
It is recommended the Board approve the Motivated Yo Interim Director goals as presented during the study se 8, 2022.		
Fiscal Impact: \$0.00		
Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado		

Moved by Seconded by Ayes		Presenter	Time
B. Approve 2022-23 Interim Director Evaluation Process, Timeline, Evaluators, Evaluation Pay, and Evaluation Template	Vote	Kurt Madden	5 m

It is recommended that the Board approve the Interim Director evaluation process that was held during the study session on September 8, 2022. which includes the following:

1. Evaluation TimelIne

2. Evaluation Template

3. Evaluator Selection

4. Evaluator Compensation

XIV. Calendar

The next scheduled meeting will be held virtually on October 13, 2022.

XV. Comments					10:21 AM
A. Board Comments			Discuss	Bill Hall	5 m
B. CEO Comments			Discuss	Kurt Madden	5 m
XVI. Closing Items					10:31 AM
A. Adjourn Meeting			Vote		
Roll Call Vote: William Hall Michael Humphre Steve Fraire Peter Matz Larry Alvarado Moved by	y _Seconded by	Ayes	_ Nays /	Absent	

FOR MORE INFORMATION For more information concerning this agenda, contact Motivated Youth Academy.

Coversheet

Approve Minutes

Section:I. OpeItem:C. AppPurpose:ApproSubmitted by:Related Material:

I. Opening Items C. Approve Minutes Approve Minutes

Minutes of the Regular Meeting of the Board of Directors_August 8, 2022.pdf Minutes for Study Session of the Board Of Directors_August 8, 2022.pdf MY Academy - Regular Meeting of the Board of Directors - Agenda - Thursday September 8, 2022 at 9:00 AM



MY Academy

Minutes

Regular Meeting of the Board of Directors

Date and Time

DRE

Monday August 8, 2022 at 9:00 AM

MISSION STATEMENT

MY Academy believes in diversity, inclusivity, academic excellence, hope, service, feedback, and gratitude. Our mission is to create a diverse and individualized learning environment that supports every student and strengthens relationships between families, programs, authorizers, and the community.

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Directors Present

L. Alvarado (remote), M. Humphrey (remote), P. Matz (remote), S. Fraire (remote), W. Hall (remote)

Directors Absent

Guests Present

B. Dobson (remote), G. Lenz (remote), K. Madden (remote), L. Hath (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

W. Hall called a meeting of the board of directors of MY Academy to order on Monday Aug 8, 2022 at 9:02 AM.

C. Approve Minutes

M. Humphrey made a motion to approve the minutes from W. Hall, President. L. Alvarado seconded the motion.

- 1. Minutes of the Regular Board Meeting that was held on June 23, 2022
- 2. Minutes of the Special Board Meeting that was held on July 21, 2022

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

II. Approve/Adopt Agenda

A. Approve Agenda

L. Alvarado made a motion to approve the agenda from Bill Hall, President. M. Humphrey seconded the motion. The board **VOTED** unanimously to approve the motion.

III. Public Comment - Closed Session

A. Public comments.

There were no public comments made.

IV. Adjourn to Closed Session

A. Closed Session

L. Alvarado made a motion to adjourn to closed session from Bill Hall, President. M. Humphrey seconded the motion. The board **VOTED** unanimously to approve the motion.

V. Reconvene Regular Meeting

A. Report out any action taken in Closed Session.

Reconvene meeting time: 9:27 a.m. William Hall, President reported out that the Board voted unanimously and took action during closed session to dismiss a certificated school teacher during the 2022-23 school year.

VI. Pledge of Allegiance

A. Led by

William Hall, President.

VII. Correspondence/Proposals/Reports

- A. School Highlights, Presented by Bill Dobson, Interim Director
- B. Board Meeting Start Times for 2022-23, Presented by Kurt Madden, Board Consultant

Discussed the start time for MYA Board Meetings. All Board Members agreed to an 8:30 a.m. start time for the meetings during 2022-23 school year.

VIII. Consent

A. Consent - Business/Financial Services

- 1. Check Register June 2022
- 2. Ratification of Bolton Property & Casualty Insurance Renewal
- 3. Approval of California Charter School Association (CCSA) Membership through June 30, 2023

B. Consent - Education Student/Services

1. Approval of Modified Track E and Track F Instructional Calendars 2022-23

C. Consent - Personnel Services

1. Approval of Certificated Personnel Report

2. Approval of Classified Personnel Report

D. Consent - Policy Development

M. Humphrey made a motion to approve consent items A through D by W. Hall, President.

P. Matz seconded the motion.

See the attached list of consent items A through D. The board **VOTED** unanimously to approve the motion.

Board Policies: Revised The following are current policies that have been revised to provide clarity or alignment with changes in law or procedures.

6000 Series - Instruction 6010-MYA Independent Study Policy

IX. Business/Financial Services

A. Approval of Acacia HR Solutions Contract

M. Humphrey made a motion to approve Acacia HR Solutions contract by W. Hall, President.

L. Alvarado seconded the motion.

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

X. Personnel Services

A. Approval of a One-Time Retention Bonus

P. Matz made a motion to approve one-time retention bonus by W. Hall, President. S. Fraire seconded the motion.

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

B. Approval of One-Time Transition Bonus for School Operations and Projects Manager

L. Alvarado made a motion to approve one time transition bonus for school operations and projects manager by W. Hall, President.M. Humphrey seconded the motion.The board **VOTED** unanimously to approve the motion.

XI. Policy Development

A. Approval to Amend Board Policy 9250-MYA Remuneration, Reimbursement and Other Benefits - Monthly Compensation Rate for 2022-23

S. Fraire made a motion to amend Board Policy 9250 by W. Hall, President. L. Alvarado seconded the motion.

The Board agreed to approve the amendment to paragraph two.

Motion made by: SFraire Seconded by: LAlvarado The Board made a recommendation to increase the annual monthly compensation rate by \$100 to a monthly compensation rate of \$600, retroactive to July 1, 2022. All Board Members agreed and approved.

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

B. Approval of Revised Mission and Vision Statement

P. Matz made a motion to approve the revised mission and vision statement by W.Hall, President.M. Humphrey seconded the motion.The board **VOTED** unanimously to approve the motion.

Mission Statement

MY Academy believes in equity, inclusivity, academic excellence, hope, service, feedback, and gratitude. MYA's mission is to create an equitable and individualized learning environment that supports every student and strengthens relationships between all MY Academy Educational Partners.

XII. Comments

A. Board Comments

The Board thanked the MYA staff for all of their hard work.

B. CEO Comments

The CEO thanked the Board for their support, and MYA staff for their hard work.

XIII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:00 AM.

Respectfully Submitted, W. Hall

Documents used during the meeting

- Minutes MYA 6.23.22.pdf
- Minutes MYA Special Board Mtg 7.21.22 (1).pdf
- MYA June 2022 Check Register.pdf
- BUS MYA Renewal Property & Casualty Insurance Portfolio 2022-2023 2022_08_08.docx (1).pdf
- Bolton Ins Svs_Motivated Youth Academy 2022_Signed.pdf
- 7.12.22 CCSA School Invoice (Single-Site) Motivated Youth Academy \$1875.pdf
- BUS MYA Track E_F Calender Update 2022_08_08.pdf
- Modified 2022_2023 MYA Calendars (Track E_F) Track E Calendar 22_23.pdf
- Modified 2022_2023 MYA Calendars (Track E_F) Track F Attendance_185 Day Contract Calendar 22_23.pdf
- BUS MYA Revised Board Policy (6010 Independent Study Policy)_2022.08.08.docx.pdf
- MYA 6010 INDEPENDENT STUDY POLICY 2022 (4858-0191-6970.v1).docx.pdf
- MYA BUS Acacia HR Solutions 8.8.22.pdf
- HR Consulting Proposal.pdf
- BUS MYA One Time Retention Bonus for Staff 2022.08.08.docx (1).pdf
- BUS MYA One Time Transition Bonus for School Operations and Projects Manager.docx.pdf
- BUS MYA 9250 Remuneration, Reimbursement and Other Benefits 2022.08.08.docx.pdf
- MYA BB 9250 Remuneration, Reimbursement and Other Benefits_.docx.pdf
- About_Motivated_Youth_MY_Academy_v_2022.08.08.pdf

FOR MORE INFORMATION For more information concerning this agenda, contact Motivated Youth Academy. MY Academy - Regular Meeting of the Board of Directors - Agenda - Thursday September 8, 2022 at 9:00 AM



MY Academy

Minutes

Board of Directors Study Session

Date and Time

DRE

Monday August 8, 2022 at 8:00 AM

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Directors Absent

Guests Present

B. Dobson (remote), K. Madden (remote), L. Hath (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

W. Hall called a meeting of the board of directors of MY Academy to order on Monday Aug 8, 2022 at 8:02 AM.

II. Oral Presentations

A. Information/Presentation

Kurt Madden, Consultant presented the Board Evaluation. (attached)

III. Closing Items

A. Adjourn Meeting

M. Humphrey made a motion to Bill Hall, President.L. Alvarado seconded the motion.The board **VOTED** unanimously to approve the motion.

Documents used during the meeting

MYA Board Evaluation 2021-22_8.8.22.pdf

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Coversheet

Closed Session

Section:IV. Adjourn to Closed SessionItem:A. Closed SessionPurpose:DiscussSubmitted by:Engagement, Submitted by:Related Material:Lares - Engagement, Joint Representation and Conflict WaiverAgreement(6137821.1).pdf



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DEL MAR HEIGHTS LAS VEGAS ORANGE COUNTY PHOENIX SAN DIEGO SILICON VALLEY

August 10, 2022

<u>VIA E-MAIL (KWOODGRIFT@SAGEOAK.EDUCATION; CFEHER@CAL-PACS.ORG;</u> <u>HGASCA@EXCELACADEMY.EDUCATION; KMADDEN@COLLABORATIVECHARTERS.ORG;</u> <u>JLUEDTKE@PATHWAYSACADEMY.EDUCATION</u>

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4101 Birch Street, Suite #150	1
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Heidi Gasca Executive Director EXCEL ACADEM Y CHARTER SCHOOLS 1 Technology Drive Suite I-811 Irvine, CA 92618

Re: Engagement, Joint Representation and Conflict Waiver Agreement – Yvette Lares v. The Collaborative Charter Services Organization, et al.

Dear Clients:

Thank you for selecting Procopio, Cory, Hargreaves & Savitch LLP (the "Firm") to jointly represent Motivated Youth Academy, California Pacific Charter Schools, Pathways Academy Adult Education, Excel Academy Charter Schools and Sage Oak Charter Schools (collectively the "Joint Defendants") in the pending lawsuit filed by Yvette Lares (the "Lawsuit").



Requirements For Joint Representation

This Engagement, Joint Representation and Conflict Waiver Agreement, which includes the enclosed "General Terms of Engagement," must be signed by all Joint Defendants in order for Procopio to proceed with the joint representation. The Collaborative Charter Services Organization and the Joint Defendants must also sign the separate wavier of conflict as and between those parties.

Fees and Expenses

Our fees will be based primarily on the amount of time spent by our lawyers, paralegals and other timekeepers on the Joint Defendants' behalf. At present it is anticipated that Marie Burke Kenny will be the lead attorney primarily responsible for the Joint Representation. Given the existing relationship between the Firm and the Joint Defendants and their status as non-profits, Marie is pleased to offer a blended discounted hourly billing rate of \$385 for this matter. This is a blended rate which will be charged for all attorneys working on this matter. Although Marie will be primarily responsible for this engagement, various portions of the work may be delegated to other partners of the Firm, associate, staff and of counsel lawyers, paralegals and other timekeepers as the Firm deems appropriate in the circumstances. Given the size and complexity of the anticipated Joint Representation in the Lawsuit, Marie anticipates that she will be assisted by attorneys Wendy Tucker and Ashley Fasano.

In addition to our fees, we will be entitled to payment or reimbursement for costs and expenses as set forth in the General Terms of Engagement below. Procopio will equally divide the total fees and expenses incurred in the matter among the Joint Defendants. Procopio will not be involved in any disputes regarding allocation of legal fees and expenses among the Joint Defendants or any allocation of any settlement payment and/or damages.

If you have any questions or concerns about any of our statements for fees and expenses, please contact me promptly so that we can discuss your questions or concerns and I can respond appropriately.

Right to Separate Counsel

It is important to understand that you are not obligated to have Procopio represent you in this matter. If at any future time you decide for any reason to engage separate counsel to represent you, we shall turn over this defense to that counsel. We certainly cannot represent you against your will or over your objections. If, therefore, you become dissatisfied at any time with the adequacy of our representation or otherwise believe that your interests necessitate engaging separate counsel, you should plan to do so. If any of the Joint Defendants cease participating in the Joint Representation, Procopio will equally divide the total fees and expenses incurred in the matter among the remaining Joint Defendants going forward.

Lead Defendant For Joint Representation

Under this joint representation, California Pacific Charter Schools would act as the lead defendant, and Procopio would report directly to Christine Feher who is the person that has been designated by the Joint Defendants as the designee for the Joint Representation. All decisions in the case will be directed by the designee. It is our understanding that the designee will consult with the representatives of each of the Joint Defendants and seek input about providing direction to Procopio regarding decisions in the case.



If the Joint Defendants decide to designate a different entity as the lead defendants, all of the Joint Defendants must notify Procopio in writing of identity the newly appointed designee.

Communication with Authorized Agent

The Joint Defendants had a contractual relationship with the Collaborative Charter Schools Organization ("CSO") pursuant to which the CSO provided services to the Joint Defendants during the relevant time period involved in the Lawsuit. As a result of these services, the CSO and its former agents have knowledge relating to the Lawsuit. The Joint Defendants authorize Procopio to communicate either jointly or separately with the CSO and its former representatives, including Corrie Amador and Kurt Madden, for purposes of Procopio's representation of the Joint Defendants in the Lawsuit.

Potential Conflicts Of Interest Involving Joint Representation

Because we will be jointly defending Motivated Youth Academy, California Pacific Charter Schools, Pathways Academy Adult Education, Excel Academy Charter Schools and Sage Oak Charter Schools, we believe it is necessary to obtain your informed written consent to the joint representation and your waiver of any conflicts that may arise as a result of the joint representation. The purpose of this letter is to memorialize your consent to the representation of all of the Defendants jointly in the defense of the Lawsuit and your waiver of any actual or potential conflicts of interest that may arise among the Joint Defendants, with respect to Procopio's joint representation. If you agree to the terms set forth in this letter, you are also being asked to agree to be responsible for the fees, costs and other items set forth in the attached General Terms with Procopio.

As you are aware, our representation of all of the Joint Defendants may create certain conflicts of interest, in that the interests and objectives of each client individually on certain issues related to the matter may become inconsistent with the interests and objectives of the other. Because we will be representing multiple defendants in this matter, the California Rules of Professional Conduct require that we make certain disclosures to you and obtain your informed written consent to our joint representation.

Scope Of Proposed Representation

Procopio is being engaged to represent Motivated Youth Academy, California Pacific Charter Schools, Pathways Academy Adult Education, Excel Academy Charter Schools and Sage Oak Charter Schools in the defense of the Lawsuit. Procopio has previously been engaged by the Joint Defendants individually and separately, and under that engagement, has provided general business, education and employment advice to the Joint Defendants. The scope of Procopio's representation of the Joint Defendants is limited to defending the Joint Defendants in the defense of the Lawsuit and other representation individually and separately as directed by the Joint Defendants, such as providing general business, education and employment advice. The limit on the latter representation is that Procopio is not undertaking and will not undertake to represent the Joint Defendants, individual and separately, with respect to anything that would be adverse to any of the other Joint Defendants.

Disclosure Of Ethical Rules Relating To Joint Representation

With respect to Procopio's representation Motivated Youth Academy, California Pacific Charter Schools, Pathways Academy Adult Education, Excel Academy Charter Schools and Sage Oak Charter Schools in the Lawsuit,



there are certain ethical rules provided by the California Rules of Professional Conduct that may apply. Those rules provide in part as follows:

In particular, Rules 1.7 and 1.8.6 of the California Rules of Professional Conduct Provides in relevant part

Rule 1.7

(a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or separate matter.

(b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client, a third person or by the lawyer's own interests.

(d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a) [and] (b) ..., and:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law; and

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in this same litigation or proceeding before a tribunal.

(e) For purposes of this rule, "matter" includes any judicial or other proceeding, application, request for a ruling or other determination, contract, transaction, claim, controversy, investigation, charge, accusation, arrest or other deliberation, decision or action that is focused on the interests of specific persons, or a discrete and identifiable class of persons.

"Informed consent" means a person's agreement to a proposed course of conduct after the lawyer has communicated and explained (i) the relevant circumstances and (ii) the material risks, including any actual or reasonably foreseeable adverse consequences of the proposed course of conduct. "Informed written consent" means that the disclosure and the consent required must be in writing.

Rule 1.8.6

A lawyer shall not enter into an agreement for, charge, or accept compensation for representing a client from one other than the client unless:

(a) there is no interference with the lawyer's independent professional judgment or with the lawyer-client relationship;



(b) information is protected as required by Business and Professions Code section 6068, subdivision (e)(1) and rule 1.6; and

(c) the lawyer obtains the client's informed written consent at or before the time the lawyer has entered into the agreement for, charged, or accepted the compensation, or as soon thereafter as reasonably practicable, provided that no disclosure or consent is required if.

(1) nondisclosure or the compensation is otherwise authorized by law or a court order; or

(2) the lawyer is rendering legal services on behalf of any public agency or nonprofit organization that provides legal services to other public agencies or the public.

We believe we have an obligation to make written disclosures required by Rule 1.7 due to our existing representation of the Joint Defendants. Even though we currently represent the Joint Defendants for general business, education and employment advice and will take directions from the Joint Defendants with respect to the defense of the Lawsuit, it could be claimed that as a result of our existing relationship with the Joint Defendants, we would not advocate as strongly for each of the Joint Defendants, where their interests may diverge, and that we will rely upon and be subject to influence one of the Joint Defendants to the detriment of the other clients.

It could also be argued that upon our representation of all of the Joint Defendants, we may take steps that would not always be in the best interests of the Joint Defendants. We understand that the Joint Defendants agree that this joint defense will be directed by California Pacific Charter Schools as communicated by the designee and that California Pacific Charter Schools will be acting as lead defendant. We further understand that California Pacific Charter Schools will be consulting with the other Joint Defendants (i.e. Motivated Youth Academy, Sage Oak Charter Schools, Pathways Academy Adult Education and Excel Academy Charter Schools) regarding the defense, direction and/or settlement of the Lawsuit. With that understanding, we do not believe we will favor one client over another.

We also believe we are required to obtain the informed written consent provided by Rule 1.7 due to the existence of potential conflicts of interests among the Joint Defendants as clients. As we have discussed, due to the nature of the allegations in the Lawsuit and the existence of multiple defendants involved in the case, there may be situations where a decision regarding case strategy, including possible settlement, may not be in one of the Joint Defendants' best interest, and there may be times when one of the Joint Defendants does not agree with the overall strategy. Similarly, if there was some unlawful activity that may result in any of the Joint Defendants alleging that the unlawful activity alleged in the Lawsuit was caused by some action or inaction of one or more of the other Joint Defendants, then the Joint Defendants may challenge their responsibility for paying a portion of fees or costs, or paying some portion of a settlement or damages, believing they did nothing wrong. For example, if Motivated Youth Academy alleged that Sage Oak Charter Schools engaged in unlawful activity, Motivated Youth Academy may challenge its responsibility for paying a portion of fees or costs, or paying some portion of a settlement or damages, believing it did nothing wrong. Again, we understand that you are consenting to this joint representation under which California Pacific Charter Schools will be the lead defendant and the designee selected by the Joint Defendants will communicate and direct Procopio with respect to the defense of the case on behalf of all of the Joint Defendants Motivated Youth Academy, California Pacific Charter Schools, Pathways Academy Adult Education, Excel Academy Charter Schools and Sage Oak Charter Schools. The purpose of this arrangement is to make the representation more efficient, more economical, and to ensure a coordinated front as against the plaintiff.

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Potential Advantages And Disadvantages Of Joint Representation

As part of this consent and waiver, Procopio wants you to be aware of the advantages and disadvantages inherent in the joint representation. The advantages are that joint representation results in savings on attorneys' fees, makes the representation more efficient, and helps to ensure a coordinated front as against the opposing party.

However, when one law firm represents more than one client in a matter, one or more clients might question its loyalty, objectivity, vigorous advocacy, or independent judgment on their behalf, since that law firm would owe the same duties to the other clients. The possible disadvantages include the following considerations:

First, whenever a lawyer represents more than one client in the same matter, there is a risk that the interests of the group could take precedence over the interests of one of the clients, or that the attorney might put certain of the joint clients' interests ahead of the other. Representation of multiple clients may limit the lawyer's ability to recommend or advocate all possible positions that each client might take because of the lawyer's duty of loyalty to the other client. Also, the lawyer might not be able to offer alternatives that would otherwise be available to each of the clients. For example, there is a risk that one client may want to proceed with a settlement in the Lawsuit whereas another client may not. We are aware of our obligation to give equal loyalty to each client in this matter and do not believe we would favor the interests of one over the other, subject to the agreement by the Joint Defendants that California Pacific Charter Schools, through Christine Feher, will be the lead defendant and will be primarily directing the joint defense in consultation with the remaining Joint Defendants (i.e. Motivated Youth Academy, Sage Oak Charter Schools, Pathways Academy Adult Education and Excel Academy Charter Schools).

Second, we have an obligation to follow the instructions of each of our clients. If any clients give us inconsistent instructions, we cannot follow one client's instructions without violating the other client's instructions. Inconsistent instructions may require us to withdraw from representing one or more clients. If we withdraw from representing a client, that client will incur additional expenses for legal representation. Therefore, the clients need to agree on the instructions to us or need to have a mechanism to resolve disputes that may arise between or among them about instructions to us. By signing this letter agreement, you are consenting to California Pacific Charter Schools acting as lead defendant, who will primarily direct and communicate with us with respect to the joint defense.

Third, each client has the right to know the substance of communications we have about this matter with each of the other clients we jointly represent in this matter. If each client had separate counsel in this matter, those lawyers would not have any obligation to share communications (and probably would have a duty *not* to share communications without client consent). The prospect of having communications shared with the other client we jointly represent in this matter may cause one or more clients to be less candid with us than they would be with separate counsel, and such reticence could impair our ability to represent all of the joint clients in this matter. In addition, once Procopio obtains confidential information from any of the Defendants it represents in this case, it will be free to use that information in continuing to defend its remaining client even if the client who provided that information ceases to be represented by Procopio.

Fourth, although all clients view their interests as aligned now, they could have conflicting interests in the future. Clients could disagree about facts, dispute how to proceed, or dispute who is responsible for or will benefit from potential results of this litigation. If the clients do not resolve such a dispute and it affects our engagement, we would have to resolve the conflict by withdrawing from representing one or both of the clients.



Fifth, if any joint client were ever to sue another joint client about something within the subject matter of our engagement, the parties to that dispute could not invoke the attorney-client privilege to avoid disclosing communications they had with us about the subject matter of our joint representation. We, of course, could not, and would not, represent either party in such a dispute.

Sixth, issues of payment can arise. We understand that Procopio will equally divide the total fees and expenses incurred in the matter among the Joint Defendants (i.e. Motivated Youth Academy, California Pacific Charter Schools, Pathways Academy Adult Education, Excel Academy Charter Schools and Sage Oak Charter Schools). A separate statement of fees and expenses will be issued to the Joint Defendant that reflects an equal division of all fees and expenses incurred for this matter. *Procopio will not be involved in any disputes regarding allocation of legal fees and expenses among the Joint Defendants.* Although all clients view their interests as aligned now, you could have conflicting interests in the future and may disagree on the division of fees or who should bear responsibility for some portion of such fees and costs. If the clients do not resolve such a dispute and it affects our joint representation, we would have to resolve the conflict by withdrawing from representing some or all clients. In addition, each Joint Defendant would be responsible for paying any unpaid fees and costs.

Seventh, one of the allegations that is likely to be raised in the Lawsuit is that the Defendants acted as joint employers. To the extent that defense strategy is to challenge that allegation, the fact that the Joint Defendants are represented by one law firm may weaken that defense position. You acknowledge that you are aware of that weakness and choose to proceed with the joint defense because you believe the benefits of joint representation are worth it.

Finally, information may be shared in response to discovery requests, such as ownership interests in the Joint Defendants, that one or more clients may oppose. Decisions regarding defense strategy may impact what information is discoverable in the Lawsuit.

Understanding these advantages and disadvantages of the joint representation, the Joint Defendants are electing to proceed with the joint representation in the Lawsuit by signing this letter agreement.

Consent And Waiver

You must initially agree to waive conflicts and consent to Procopio's joint representation of the Joint Defendants pursuant to the terms of this letter agreement. In the event a dispute and/or conflict arises between the Joint Defendants, it is agreed that Procopio will continue to represent the non-conflicted Joint Defendants upon receipt of a new executed written conflict waiver from all of the Joint Defendants. The new conflict waiver would require all Joint Defendants consent to our continued and future representation of the non-conflicted Joint Defendants for the duration of the Lawsuit and agree not to assert any conflict of interest or seek to disqualify us from representing the non-conflicted Joint Defendants notwithstanding any adversity that may develop. By signing and returning to us the Acceptance and Approval set forth at the end of this letter, each of the Joint Defendants consent to such arrangement.

Because the interests of the Joint Defendants may become inconsistent with the other Joint Defendants' interests, we are required to bring these matters to your attention and obtain your written consent before defending you in the Lawsuit. After having been advised of the above risks, you have informed us that at the present time you do not desire to seek other counsel but instead you have agreed that we can represent the multiple interests of the Joint Defendants.

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Accordingly, we request that you provide your informed written consent, as set forth hereinafter, by signing and returning the enclosed Consent and Approval to us. We encourage you to seek independent counsel regarding the significance of this consent, and we emphasize that you remain completely free to seek independent counsel at any time even if you decide to sign the consent set forth below.

Sincerely,

Mourie Buske Stenny

Marie Burke Kenny Partner Procopio, Cory, Hargreaves & Savitch LLP



CONSENT AND APPROVAL

I have read this Engagement, Joint Representation and Conflict Waiver Agreement including the enclosed General Terms of Engagement) and understand its contents. I also agree to be bound by the terms of the Engagement, Joint Representation and Conflict Waiver Agreement and the enclosed General Terms of Engagement. Procopio, Cory, Hargreaves & Savitch LLP has explained to me that there exist potential conflicts of interest in the joint representation of the Joint Defendants (i.e. Motivated Youth Academy, California Pacific Charter Schools, Pathways Academy Adult Education, Excel Academy Charter Schools and Sage Oak Charter Schools) in connection with the Lawsuit and the possible consequences of such. I am fully aware of the potential conflicts of interest described in the letter. I have had the opportunity to consult with separate legal counsel regarding these conflicts of interest and the representation proposed in this letter.

I am executing this Consent and Approval on behalf of the entity for which I am authorized to act, as reflected in the signature line and/or on my own behalf as an individual. I hereby consent to the representation by Procopio, Cory, Hargreaves & Savitch LLP of said entity, and the other entities and individuals who are parties to the Engagement, Joint Representation and Conflict Waiver Agreement, in accordance with the terms expressed herein. I hereby waive any and all rights and claims, as more fully set forth above, arising out of such conflicts. I agree that I will immediately notify Procopio, Cory, Hargreaves & Savitch LLP in writing if I believe any issues arise where my interests diverge with the other clients and a conflict may exist.

I agree that in the event an actual conflict arises between the individual or entity's interests or instructions and the interests or instructions of another party represented by Procopio, Cory, Hargreaves & Savitch LLP, which requires us to withdraw from representing that other party, Procopio, Cory, Hargreaves & Savitch LLP may continue to represent the non-conflicted Joint Defendants upon Procopio's receipt of a new executed written conflict waiver. I also consent to the ongoing representation of Motivated Youth Academy, California Pacific Charter Schools, Pathways Academy Adult Education, Excel Academy Charter Schools and Sage Oak Charter Schools in connection with business, education and employment. I understand and agree that Procopio, Cory, Hargreaves & Savitch LLP will obtain confidential information from the Joint Defendants it represents in this case and will be free to use that information in continuing to defend its remaining client or clients even if it no longer represents the entity for which I am authorized to act

Agreed to and accepted:

Date:

Date: _____

Motivated Youth Academy

By:		
Name		
Printed:	Kurt Madden	
Title:	Chief Executive Officer	

Excel Academy Charter Schools

By:		
Name		
Printed:	Heidi Gasca,	
Title:	Executive Director	

Procopio

California Pacific Charter Schools
By: Name
Printed: Christine Feher Title: Executive Director
Pathways Academy Adult Education
Ву:
Name Printed: Jarom Luedtke Title: Executive Director
Sage Oak Charter Schools
By:
Name Printed: Krista Woodgrift Title: Executive Director



General Terms of Engagement

Thank you for selecting Procopio, Cory, Hargreaves & Savitch LLP (the "Firm") to represent you. These General Terms of Engagement will apply to the relationship between the Firm and you, except as modified by the Letter of Engagement or other written agreement between you and the Firm. Experience has shown that the attorney-client relationship works best when there is a mutual understanding between the Firm and its client regarding the terms of that relationship. We encourage you to discuss with us any questions you may have at any time concerning these terms.

1. <u>Identity of Client</u>. The Firm undertakes to represent only the persons and entities it has expressly agreed to represent and has acknowledged or identified as its clients. If there is a Letter of Engagement or other agreement regarding representation, the Firm's only client or clients in the matter to which the representation relates are the persons or entities identified as such in that Letter of Engagement or other agreement. A client's incorporators, promoters, organizers, shareholders, partners, members, directors, officers, employees, subsidiaries, parents, other affiliates, family members, related interests, or insurers are referred to herein collectively as the client's "Affiliates". In agreeing to represent a client, the Firm does not undertake to represent any of that client's Affiliates, and, unless otherwise expressly agreed by the Firm in writing, the client's Affiliates will not be clients of the Firm.

2. <u>Communications</u>. Communications between you and the Firm may be made in person, via telephone, including via mobile phone, via facsimile or via electronic mail, and you hereby authorize communication by all such means. Please understand that electronic communication is not an absolutely secure method of communication. You acknowledge and accept the risks inherent in such communication and authorize the Firm to use electronic communication means to communicate with you or others necessary to effectively represent you. If there are certain documents with respect to which you wish to maintain absolute confidentiality, it is imperative that you advise the Firm in writing not to send those documents via electronic communications, and the Firm will comply with your request. At no time should you communicate with the Firm utilizing technology provided by your employer, nor should you communicate which is the subject of the Firm's representation on social media (Facebook, Twitter, Tumblr, Flickr, Skype and the like). Communications and information shared on social media are not private.

3. <u>Engagement of the Firm</u>. You understand that no particular result, compensation or recovery is, or can be, guaranteed or promised by the Firm in rendering legal services requested by you for any particular matter. The Firm undertakes only to render legal services requested by you and accepted by the Firm. It is understood that you are not relying on the Firm for business, investment or accounting decisions or to investigate the character or credit of persons with whom you may be dealing.

4. <u>Post-Engagement Matters</u>. You have engaged the Firm to provide legal services in connection with the specific matter described in this Agreement. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact on your future rights and liabilities. Unless you engage the Firm to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future developments. This also includes any continuing obligation, whether during or after our engagement, to monitor future filings that may be necessary, including, but not limited to, filings of annual reports and returns, filing s under the Uniform Commercial Code (including a Continuation Statement with respect to any UCC-1 Financing Statement), renewals of judgments, and renewals of patents or trademarks.

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5. Fees. Unless a separate Alternative Fee Agreement is approved in writing by you and the Firm, the Firm's compensation for legal services rendered for your matters ("Fees") will not be a fixed amount but rather will be an amount based primarily upon the time devoted to your matters, including, but not limited to, consultations, correspondence, meetings, telephone calls, negotiations, factual investigations and analyses, legal research and analyses, document preparation and revision, court appearances, travel on your behalf and all other work related to your matters. The hourly billing rates of the Firm's lawyers and paralegals vary depending upon their experience, and the Firm's total fees vary depending upon the novelty and difficulty of the guestions involved, the skill required to perform the legal service properly, the skill and experience of opposing counsel, the responsibilities assumed, the time limitations imposed by you or the circumstances, the seriousness of the consequences, the results obtained and other considerations permitted or required by applicable Rules of Professional Conduct. The Firm's hourly rates are subject to change periodically, usually on January 1. The Firm may utilize the services of independent contract attorneys on vour matters and may charge you more than the Firm pays such attorneys for their services. You are responsible for. and will pay, all Fees. In certain litigation matters, the court has the power to order that your fees are to be reimbursed, in whole or in part, by the other party; however, you are responsible for all Fees without regard to the amount of any fee award by the court and without regard to whether those Fees are ultimately reimbursed to you by the other party.

Marie Burke Kenny will be the attorney primarily responsible for the Lawsuit, Marie's current hourly billing rate is \$625. Given the existing relationship between the Firm and many of the Joint Defendants and their non-profit status, we are pleased to provide a discounted blended hourly rate for Marie of \$385 per hour. All attorneys working on this matter will bill at this blended rate. In light of the size and complexity of the anticipated Joint Representation in the Lawsuit, Marie anticipates that she will be assisted by attorneys Wendy Tucker and Ashley Fasano who will also bill at the blended rate of \$385 per hour.

6. <u>Costs and Expenses</u>. In addition to our Fees, the Firm will be entitled to payment or reimbursement for costs and expenses incurred in performing our services, including, but not limited to, photocopying, messenger and delivery service, computerized research, outside research and document retrieval services, travel (including mileage, parking, airfare, lodging, meals and ground transportation), communication expenses (e.g., international long distance telephone charges, telecopy charges), clerical overtime, court costs, filing fees and fees of other third parties consulted by the Firm in the course of its representation of you. Some of these charges may include a mark-up for overhead and administration. Electronically Stored Information (ESI) processing conducted as a necessary part of the Firm's representation of you will be billed to you as a Cost. The Firm maintains its own in-house ESI Data Processing Center. In some instances, ESI processing may be outsourced to a qualified ESI processing vendor. In such instances, you, and not the Firm, shall be responsible for the timely payment of invoices received from such outside vendor. The Firm reserves the right to require you to (i) engage or pay directly any third party consultant, expert witness, vendor or other party engaged on your behalf, (ii) pay all outside costs directly to the vendor and/or (iii) provide Firm a cash deposit for Costs to be incurred.

7. <u>Credit Reports</u>. By entering into the Letter of Engagement, you authorize the Firm to obtain consumer and commercial credit reports as it deems appropriate.

8. **Deposit for Fees and Costs and Expenses**. You may be required to deposit with the Firm an initial deposit to be applied automatically to pay Fees and Costs incurred on your behalf. This deposit does not represent an estimate of anticipated Fees and Costs. The Firm reserves the right at any time to require that the deposit be replenished or that a new deposit in an amount determined by the Firm be made to apply against future Fees and Costs, which additional deposit may be in an amount the Firm then estimates may be necessary to complete the representation. Any unused portion of your initial or additional deposit will be returned upon completion or termination



of the Firm's services. Any deposit made by you shall be deposited into the Firm's general trust account. Under applicable law, interest on attorneys' trust accounts for clients is payable to a State fund for legal services to the indigent, unless clients specifically elect separate trust accounts. If you desire to have your deposit placed in a trust account with interest payable to you, you must so advise the Firm and provide to the Firm your taxpayer identification number on a W-9 form. The Firm's trust accounts are held in approved financial institutions and bear interest at the bank's rates for this type of account. The bank, however, is subject to change at the Firm's discretion. Your execution of our Letter of Engagement constitutes your consent to the deposit of your initial deposit and any subsequent deposits by you into one of the Firm's trust accounts in a financial institution.

9. <u>Third-Party Payment of Fees and Costs</u>. You may arrange for a third-party to be responsible for payment of Fees and Costs that will become due hereunder. However, if the third-party fails for any reason to pay the Firm's statements as they become due, you will remain responsible for payment of such. Please understand that the attorney/client relationship will exist only between the Firm and you and that the third-party will have no right to information regarding your matter nor any right to direct the Firm in providing the services herein unless specifically approved by you. Your execution of the Letter of Engagement shall constitute your acknowledgment that you have been fully advised of this arrangement and have consented to such. You should also understand that if you arrange for a third-party to be responsible for payment of Fees and Costs, then the Firm is authorized to direct its invoices to said third-party, and you acknowledge that said invoices may contain confidential or privileged information regarding the Firm's representation of you.

10. <u>Monthly Statements</u>. Unless a different billing cycle is approved by the Firm in writing, the Firm generally will issue its statements for Fees and Costs on a monthly basis. The amounts due as stated on the Firm's statements shall be deemed to be correct, conclusive and binding on you unless you notify the Firm in writing within thirty (30) days from the date of the particular invoice that you dispute such charge. The Firm's statements are due and payable upon receipt. All Fees and Costs unpaid for more than thirty (30) days bear interest at the rate of twelve percent (12%) per annum on the unpaid amount. If you fail to pay the Firm's statements within thirty (30) days of the statement date, the Firm reserves the right to require an additional deposit in an amount determined by the Firm or to terminate representation. In addition, in the event you fail to pay the Firm's statements within thirty (30) days of the statement date, the Firm reserves the right to require a current financial statement from you and further reserves the right immediately to cease advancing any Costs on your behalf with respect to the matters in which the Firm represents you.

11. <u>Estimates</u>. Although the Firm may from time to time, for your convenience, provide estimates of fees or expenses that we anticipate will be incurred, these estimates are subject to unforeseen circumstances and are by their nature inexact. As a result, the actual fees and expenses most likely will be more or less than the Firm's estimate. No fee estimate shall be deemed or construed to establish a fixed, maximum or minimum fee, and the Firm will not otherwise be bound by any estimates, unless expressly otherwise provided by written agreement with you. You shall pay the Firm's fees and costs actually billed to you regardless of any estimate.

12. **Preservation of Evidence**. In the event you are retaining the services of the Firm for purposes of representation in a litigation or arbitration matter or in a matter in which you may make a claim against a third party or a third party may make a claim against you, it is imperative that you secure and maintain all documents, both written and electronic, including emails and voicemails, which may be relevant to the claim or potential claim. Preservation extends not only to your office computers, but also to cloud storage locations, personal computers, laptops, smartphones and home computers on which information relevant to the claim or potential claim may be present. Preservation also extends to any information which you may have posted on any social media website; you may not



alter or delete any such information. It is imperative that you confer with the Firm attorney responsible for your matter immediately concerning preservation and possible collection of all potentially relevant documents and information and that a "Litigation Hold" be properly maintained until the representation has been concluded.

13. Lien for Fees and Costs. As security for the payment of all fees and costs, and without prejudice to any other rights or remedies the Firm may have, you hereby grant to the Firm a security interest in, and a lien upon, all retainers, claims and causes of action that are subject to the Firm's representation of the Clients and on all proceeds of any recovery obtained by settlement, arbitration award, court judgment or otherwise. The Firm's lien will be in an amount equal to any unpaid fees or costs owing to the Firm under this Agreement. You expressly authorize the Firm to take appropriate actions to perfect these security interests or liens, if necessary, and to resort to such security interests or liens to obtain partial or total satisfaction of any obligation or debt that you may have to the Firm arising from the Firm's representation of the Clients. You are aware, and acknowledge, that this lien may significantly impair the Clients' interests because the Firm may be able to delay payment of any recovery or settlement funds to the Clients until any disputes with the Firm about unpaid fees and costs advanced have been resolved. You acknowledge that you have been advised to seek independent legal advice about granting the Firm this lien and that you have had a reasonable opportunity to do so. By signing this Letter of Engagement and returning it to the Firm, you represent that you have either obtained legal advice about this lien or have decided that it is unnecessary to do so.

14. Payment of Fees and Costs by Insurance Carrier. Fees or costs for some or all of the legal services rendered under this Letter of Engagement may be paid by the Clients' liability insurance carrier ("Insurer"). In the event Insurer agrees to pay such fees and costs, it is possible that Insurer will disclaim some or all obligation to pay any settlement or judgment and will reserve the right to seek recovery from the Clients of some or all of the fees and costs charged by the Firm and paid by Insurer. You authorize the Insurer to pay fees and costs directly to the Firm, and you authorize the Firm to accept payment of such fees and costs from Insurer. You acknowledge that the Firm is required to make certain disclosures to Insurer, including disclosures of confidential and privileged information, with the exception of confidential and privileged information relating to insurance coverage issues, and you hereby authorize the Firm to make such disclosures. You consent to the Firm's disclosure to Insurer of this Letter of Engagement and the General Terms and of all statements for legal services rendered under this Letter of Engagement. If the Insurer fails for any reason to pay the Firm's statements as they become due, the Clients will remain responsible for payment of such. You agree that the failure of the Clients or of the Insurer to pay within thirty (30) days of receipt any statement rendered by the Firm constitutes a material breach of this Letter of Engagement. You acknowledge that in the event Insurer seeks reimbursement from the Clients for any fees or costs paid to the Firm or for any settlement or judgment paid by the Insurer, the Firm may not be able to represent the Clients by reason of the fact that the Firm may be a witness in such a proceeding. You acknowledge and agree that in the event Insurer ultimately is entitled to be reimbursed for all, or any portion of the fees or costs Insurer has paid to the Firm, it is the obligation of the Clients. not the obligation of the Firm, to reimburse such to Insurer.

15. <u>Payments due in Advance of Trial/Arbitration</u>. When your matter is set for trial or arbitration, you must cure all deficiencies in past due fees and costs not later than one hundred twenty (120) days before the first date set for trial or arbitration and must, upon request of the firm, make arrangements satisfactory to the Firm so as to ensure payment of all fees and costs estimated to be incurred from that point in time through the end of trial or arbitration. In the event the Clients fail to pay any outstanding statement not later than one hundred twenty (120) days before the first date set for trial or arbitration of the matter or fails to pay all subsequent statements within thirty (30) days after the statement date, the Firm reserves the right to (1) require an additional deposit in an amount determined by the Firm which additional deposit may be in an amount the Firm then estimates may be necessary to complete representation through trial or arbitration or (2) to terminate representation.

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16. Arbitration and Waiver of Jury Trial.

a. Any dispute between you and the Firm arising out of, or relating to, the Letter of Engagement or any services rendered pursuant to such, including, without limitation, claims of malpractice, errors or omissions, negligence, breach of contract, or any other claim of any kind regardless of the facts or legal theories, shall be finally and exclusively settled by mandatory binding arbitration in San Diego, California, before an arbitrator selected from and administered by the San Diego office of Judicate West in accordance with Judicate West's then existing rules of practice and procedure. Such arbitration shall be conducted in accordance with California Code of Civil Procedure § 1282 *et seq.*, including, but not limited to, Section 1283.05, with each party to bear its own costs and attorneys' fees and disbursements. Such arbitration shall be conducted before a single arbitrator. The arbitrator shall have no authority to rescind, reform or modify the Letter of Engagement. The arbitrator shall be exclusively authorized to determine whether the provisions of this section apply to a dispute in which case the provisions of this section shall provide the exclusive means for obtaining relief for any claim arising out of or relating to such a dispute. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction, for any such error. A judgment on a binding arbitration award may be entered in the Superior Court for the County of San Diego, State of California.

b. Notwithstanding the binding arbitration agreement set forth in subparagraph (a) above, in the event of a fee dispute between the Firm and you, you are entitled to participate in fee arbitration through the San Diego County Bar Association, pursuant to Business & Professions Code §§ 6200-6206. In the event you elect not to participate in fee arbitration pursuant to the Business & Professions Code, the Firm and you will resolve the fee dispute pursuant to the binding arbitration agreement set forth in subparagraph (a) above. If you do elect to participate in such a fee arbitration but reject an award issued therein by, among other things, requesting a trial *de novo*, the trial *de novo* will consist of a binding arbitration conducted pursuant to the agreement set forth in subparagraph (a) above.

c. You and the Firm mutually acknowledge that, by this agreement to arbitrate, you and the Firm each irrevocably waive the right to a court or a jury trial.

d. You have the right to consult with separate legal counsel at any time as to any matter, including whether to enter into the Letter of Engagement and to consent to this agreement to arbitrate.

17. <u>Termination</u>. You have the right to discharge the Firm at any time upon advance written notice to the Firm. The Firm reserves the right to withdraw as legal counsel to you at any time upon written notice to you. If the Firm withdraws or is terminated, the following provisions shall govern the rights and duties of Client and the Firm:

- a. The Firm will reasonably cooperate with you to retain other counsel;
- b. You will provide all consents reasonably necessary to effect such withdrawal or termination;
- c. Files for the matter shall be made available to you;

d. You shall pay to the Firm all costs incurred by the Firm to provide said files to you or to your new counsel, including costs of labor, time and out-of-pocket expenses associated with copying, retrieving and processing your files, in both paper and electronic form; and

e. You shall pay promptly upon receipt of an invoice thereafter all Fees and Costs incurred prior to termination.

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Please note that in the event the Firm has provided no legal services to you for a period of twelve (12) consecutive months, the representation of you in the matter in which you engaged the Firm shall be deemed concluded and the attorney-client relationship between you and the Firm shall be deemed terminated.

18. **Retention of Files**. After the Firm's services conclude, the Firm will, upon your request, and at your cost, deliver files for your matters to you, along with any funds or property of yours in the Firm's possession. If you request delivery of your files, you agree to pay all costs of labor, time and out-of-pocket costs associated with copying, retrieving and processing such files in both paper and electronic form. If you do not request the file for your matter, the Firm will retain it, either in its original form or on microfilm, microfiche, disk or electronically for a period of ten (10) years after conclusion of the representation in the matter. The Firm undertakes no obligation to retain electronic mail or voicemail. If you do not request delivery of the file for the matter before the end of the ten-year period, the Firm will have no further obligation to retain the file and may, at its discretion, destroy it without further notice to you. At any point during the ten-year period, you may request delivery of the file. The Firm reserves the right to purge from your file at any time attorney notes, research memoranda and other work product of Firm attorneys.

19. <u>Insurance</u>. If you have insurance, there may be policy provisions that provide coverage for potential liability and/or attorneys' fees and costs applicable to the legal services to be rendered. It is your responsibility to advise the Firm whether any such insurance exists. The Firm maintains errors and omissions insurance coverage.

20. **Promotional and Publicity**. You agree that the Firm may identify you as a client of the Firm on its website, in marketing materials and to third parties. You hereby grant to the Firm the right and license to use, copy and publish your company name and logo on the Firm's website and in newspapers, journals, other media and/or marketing materials describing the Firm's services for the purpose of identifying you as a client of the Firm. In addition, after public announcement of any material transaction consummated with its assistance, the Firm may include your name and a description of the services provided on its website and in marketing materials which shall refer solely to publicly available information regarding the transaction. Such information may also be disclosed to current or prospective clients of the Firm and to other third parties.

21. <u>General</u>. No change, waiver or modification of any of the terms of these General Terms of Engagement or the Letter of Engagement shall be effective unless confirmed in writing and executed by the Firm. The Letter of Engagement and these General Terms of Engagement set forth the entire agreement between the Firm and you concerning your engagement of the Firm. The Firm has not made any representations or promises (including binding estimates of Fees or Costs) to you. If any provision of the Letter of Engagement or of these General Terms of Engagement is invalidated by a final judgment, the remaining provisions shall remain in full force and effect. The Letter of Engagement and these General Terms of Engagement are binding on the respective successors and assigns of the Firm and you.

Coversheet

Reappointment of Board of Director Clerk Steve Fraire.

Section:	
Item:	
Purpose:	
Submitted by:	
Related Material:	

VIII. Organizational Structure of the Board A. Reappointment of Board of Director Clerk Steve Fraire. Vote

MYA BB 9110 Terms of Office.docx (1).pdf MYA BB 9224E Oath or Affirmation Exhibit.pdf

BOARD BY-LAWS

TERMS OF OFFICE

The Board of Directors (Board) shall consist of three (3) to nine (9) members whose terms shall be staggered so that as nearly as practicable, one third of the members shall be appointed in each year in which appointments to the Board are made.

The initial term of office for board members shall be five years, commencing on the next board meeting following their appointment. At the end of the board member's initial term, directors will be appointed to one, two, or three-year staggered terms as determined by the initial Board. Thereafter, each director shall hold office unless otherwise removed from office in accordance with the bylaws for three (3) years until a successor director has been designated and assigned.

Board members whose terms have expired shall continue to discharge the duties of office until their successors have qualified by taking the oath of office.

BOARD BY-LAWS

9224E-MYA

OATH OR AFFIRMATION EXHIBIT

MOTIVATED YOUTH ACADEMY OATH OF OFFICE FOR BOARD OF DIRECTORS

State of California

I, ________ do solemnly swear (or affirm) that I will support and defend the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature of Board of Director

Taken, subscribed, and sworn (or affirmed) to be this _____ day of _____ 20___.

Signature of Authorized Official

Coversheet

School Highlights, Presented by Bill Dobson, Interim Director

Section:
Item:
Purpose:
Submitted by:
Related Material:

IX. Correspondence/Proposals/Reports A. School Highlights, Presented by Bill Dobson, Interim Director FYI

August 2022 - School Highlights.pdf



SCHOOL HIGHLIGHTS - AUGUST 2022

2022-2023 ENROLLMENT

2022-2023 ENROLLMENT 190 (as of 08/29/2022)

Track E - July 1, 2022 - March 31, 2023

- 20 Enrolled
 - 1 Imperial County
 - 0 Orange County
 - 7 Riverside County
 - 12 San Diego County

Track F - August 22, 2022 - May 26, 2023

- 170 Enrolled
 - 9 Imperial County
 - 20 Orange County
 - 45 Riverside County
 - 96 San Diego County

IMPORTANT DATES

January 18, 2023 - Mid Year Graduation - IN PERSON February 2, 2023 - WASC Mid Cycle Review - VIRTUAL VISIT May 31, 2023 - End of the Year Graduation - IN PERSON

ORGANIZATION

MY Academy staff participated in the following:

MYA ALL STAFF KICKOFF WEEK 2022-2023 August 15, 2022 - August 19, 2022

Kickoff Week Agenda MYA Then and Now MY Academy - Regular Meeting of the Board of Directors - Agenda - Thursday September 8, 2022 at 9:00 AM
 Participating in a collaborative development activity during the in-person meeting portion of Kickoff Week, staff selected "Connecting Communities" as MYA's theme for the 2022-2023 school year.

Hosted by CaliforniaChoice

• Virtual Orientation

Hosted by California Department of Education (CDE)

• Virtual Teacher Assignment Data Rollout LEA Webinar

Hosted by Charter Impact (CI)

• Director of Client Finance (DOCF) virtual weekly meeting

Hosted by Charter School Development Corporation (CSDC)

Virtual 2022-23 Adopted State Budget Update Webinar

Hosted by San Diego County Office of Education (SDCOE)

Virtual Budget Perspectives Workshop

Hosted San Diego County Health and Human Services (HHSA)

Virtual monthly K-12 School Sector Telebriefing

Board On Track Virtual Training

JPMorgan Chase Account Virtual Review

Introducing Wednesday Wisdom mid-week mailer!

This school year, MY Academy continues to develop Wednesday Wisdom, an email that goes out to all MYA students, families, staff, educational partners, and the community.



MY Academy

www.smore.com

Welcome to the 2022-2023 school year at Motivated Youth Academy. Students, staff, families and friends know us as MY Academy or MYA. MYA is a tuition-free California non-classroombased public charter school. MYA's unique Independent Study model is designed for students and families seeking a personalized learning option rather than a traditional education classroom setting.

MY Academy Welnesdy Wodon #2

MY Academy

www.smore.com

Ideally, yes. While there may be an unforeseen circumstance that prevents a member from attending a meeting, consistent attendance is critical. In order for a meeting to take place, a quorum must be met. That means that a majority of the members, at least six, must be present.

CURRICULUM

MY Academy staff participated in the following:

Pick Your Pathway Professional Development:

- Developed for staff by Interim Assistant Director Melissa Blitzstein
- Ongoing throughout the year

Curriculum (EX: San Diego County Office of Education, Project Based Learning Exploration, CTE Leaders Network meeting)

Shared by Assistant Director Ms. Blitzstein:

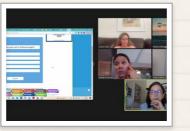
This year, teachers will participate in a Professional Development Series called: Pick Your Pathway. Each month teachers will choose which PD pathway they want to focus on. Once chosen, they will visit the tab that is specific to their pathway and get comfortable with the challenge. They will view the information on the site and attend the monthly workshops to check in with other teachers who are on the same pathway as them. There, they can share the challenges and successes you are having on your pathway. They will also be able to check in with your instructional coach monthly for support on your pathway.

Once teachers complete one month of PD, they will have the choice to stay on the same pathway or pick a different one to learn about. It is up to them! They get to "Pick your Pathway!"

LEARNING AND TEACHING

Every other Monday, teachers work collaboratively to share ideas and best practices in content-area instructional workshops. Here, teachers are working together in three separate groups based on their Professional Develop Pathway to share ideas on how to engage students in math and science curriculum.





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THRIVELY

EXACT PATH

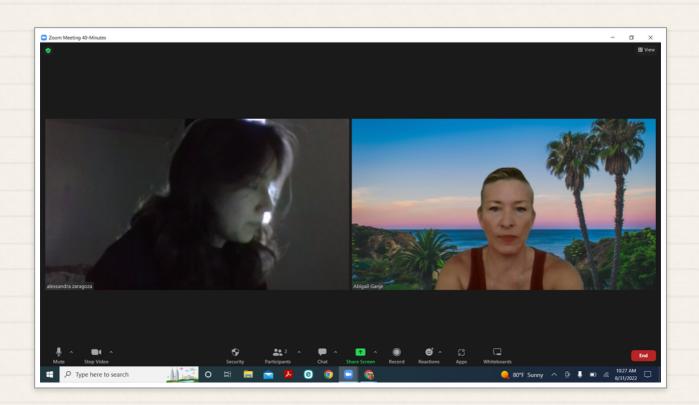
PROJECT BASED LEARNING EXPLORATION

Motivated Youth Personalized Learning Adventure Now (MY PLAN):

- Developed for each student by Interim Assistant Director Melissa Blitzstein and School Counselor Stacie Sevcik
- Adjusted whenever a student's needs and interests change

Shared by Teacher, Ms. Ganje:

My student and I working on her My Plan on 8/31/2022



Shared by Teacher, Ms. Ochs:

In her Fashion Design class, Phoebe G. discusses different career pathways in the field of Fashion.

Unit 1. Critical thinking Questions Phoebe **Chicks** Fashion Design

GRADE: A+

The difference between a fashion designer and a technical designer is fashion designers design and create new items in fashion and technical designers organize and supervise the manufacturing of the clothes.

A good entry-level position if you wanted to be a buyer is a job in retail. This would help you grow in this field because you can advance your skills in sales and inventory management.

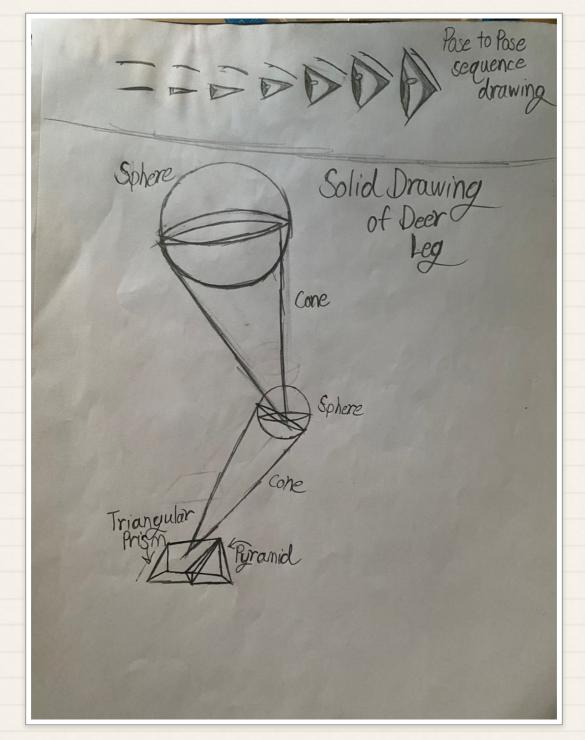
Two kinds of businesses that you could start in the fashion industry is having a boutique and a personal stylist. Skills you need to own a boutique is you need to be able to design your own clothes that are in style or next in fashion and know how to run a business. A personal stylist needs to have good communication skills and know what works on certain body types to find clothes that really work for the person they are styling.

Skills an accessory designer requires is being able to to create and design jewlrey, bags, shoes, ect. Sales representatives do not. They need to be able to get buyers to buy the items they are trying to sell for other brands.

The advantages of being an entrepreneur in fashion is you can express yourself more and get payed better. Some disadvantages are a non-regular <u>pay check</u> can <u>effect you</u> and you are carry lots of stress trying to run your own business.

Shared by Teacher, Ms. Ochs:

In her Animation class, Tsai B. drew a rendering of a deer leg that included the different ways it would project on a screen.



MY Academy staff participated in the following:

Hosted by Young, Minney, & Corr (YMC)

• "To Williams, or Not To Williams, That Is the Question" Webinar

Hosted by New America

• Virtual LSX Summit 2022

ASSESSMENTS AND ACCOUNTABILITY

MY Academy staff participated in the following:

- Assessment and Accountability: The Assessment, Accountability, & Evaluation (AAE)
 Updates provide LEAs with timely information around Assessment, Funding, LCAP, State & Federal Programs)
- New Coordinator CAASPP and ELPAC Webinar

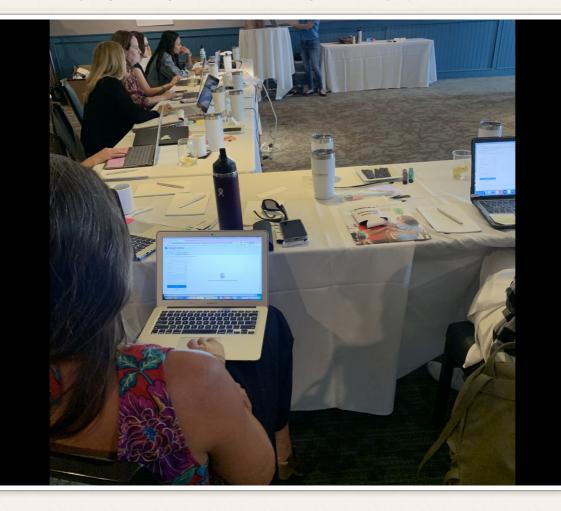
Shared by Teacher, Ms. Larsen:

Much of the first two weeks of our semester is dedicated to students completing their Exact Path diagnostics along with Thrively interest and strength assessments. Cumulatively, these various assessments help students, teachers, parents, and all other education stakeholders gain a better, comprehensive, holistic understanding of the overall student so that we can, together, create a personalized learning path (ie MY PLAN) specifically tailored to the individual student.

Student name	Grade: \2*	h
PLP participants:	_	
Date of initial plan developme	nt: $08 30 22$ Date of revised	d plan:
Goals		
*		
What are your strengths and abilities?	What are areas you'd like to improve in?	What are your personal goals and aspirations?
abilities? Verbal		and aspirations? Get good gradles
abilities? Verbal Flexibility	improve in?	and aspirations? Get good gradles Plag Soccer Profficional
abilities? Verbal Flexibility Memory What are your short-term goals?	improve in? $M d + h$ What are your long-term goals?	and aspirations? Get good gradles
abilities? Verbal Flexibility Memory What are your short-term	improve in? Math	and aspirations? Get good grades Play Soccer Proffesional or at the college lev How can we measure your

Shared by Assistant Director Ms. Blitzstein:

During in-person training, school staff received training on Edmentum Assessments called Exact Path. Our partners from Exact Path came in person to deliver training on using the Exact Path tool with students. MY Academy - Regular Meeting of the Board of Directors - Agenda - Thursday September 8, 2022 at 9:00 AM



SCHOOL CULTURE AND SUPPORT

My Academy staff participated in the following:

Hosted by Alliance For Regional Solutions

• IN PERSON Quarterly Meeting

Hosted by Bolton Insurance

Virtual meeting

Hosted Coaches for Racial Equality

• VIRTUAL monthly meeting

Hosted KRA Possibility Project

• Virtual monthly meeting

Hosted by Lakeside Teen Center

• IN PERSON Back to School Jam

Hosted by Metropolitan Area Providers of Support Services (MAPSS)

• Virtual monthly meeting

Hosted North County Transitional Aged Youth (NCTAY) Collaborative Meeting

Virtual quarterly meeting
 Powered by BoardOnTrack

Hosted by San Diego Reentry Roundtable (SDRR) Education Subcommittee

• Virtual monthly meeting

Hosted by San Diego Reentry Roundtable (SDRR)

Virtual monthly meeting

Hosted by San Diego Mentorship Network

Virtual monthly meeting

Hosted by Trauma-Informed Learning Community

• IN PERSON Quarterly meeting

KICK OFF WEEK 2022-2023!

During the in-person training at our Kick-Off Week, staff worked collaboratively in small groups in several different ways. We created our school theme for the year, "Connecting Communities" and built respect and trust with new and returning staff.









Shared by Teacher, Noel Larsen:

Multiple students (and parents) attended Ms. Larsen's first In-person, drop-In pizza meeting hours on August 30th between the hours of 1:00 and 4:00. This was a flexible, fun way to start the school year by introducing ourselves to each other and setting up future collaboration groups.... not to mention enjoying pepperoni pizza together!



Shared by Teacher, Ms. Ganje:

MY Academy - Regular Meeting of the Board of Directors - Agenda - Thursday September 8, 2022 at 9:00 AM This is a picture of one of my students. After my student, his Dad, and my meeting his Dad snapped this great photo of him for his school id card. Great smile and great young man. It is a pleasure to work with parents and support their children in their educational goals.



A student was having a lot of personal mental health events going on this week and needed to reschedule her meeting with me, this is a piece of our conversation. I worked with this student last year and even though these LIFE things came up for her, she still completed all her courses and had all A's and B's last semester.

	I'm sorry you are struggling right now. Of course My Dear we can reschedule, I'm supportive of you and your mental health 100%. How about you take a few days a base with you on Friday (either email or text) and you can let me know when a good day/time would be and we can schedule from there. I'm sending you light, good strength. I'm here if you need anything and I'll reach out to you on Friday to check in. Take care and be gentle with yourself. The sending good and I'll reach out to you on Friday to check in. Take care and be gentle with yourself. The sending good and I'll reach out to you on Friday to check in. Take care and be gentle with yourself. The sending good and I'll reach out to you on Friday to check in. Take care and be gentle with yourself. The sending good and I'll reach out to you on Friday to check in. Take care and be gentle with yourself. The sending good and I'll reach out to you on Friday to check in. Take care and be gentle with yourself. The sending good and I'll reach out to you on Friday to check in. Take care and be gentle with yourself. The sending good and I'll reach out to you on Friday to check in. Take care and be gentle with yourself. The sending good and I'll reach out to you on Friday to check in. Take care and be gentle with yourself. The sending good and I'll reach out to you on Friday to check in. Take care and be gentle with yourself. The sending good and I'll reach out to you on Friday to check in. Take care and be gentle with yourself. The sending good and I'll reach out to you on Friday to check in. Take care and be gentle with yourself. The sending good and I'll reach out to you on Friday to check in. Take care and be gentle with yourself. The sending good and I'll reach out to you on Friday to check in. Take care and be gentle with yourself. The senden of the send			
۲	Aug 30, 2022, 11:42 PM (14 hours ago) to me - Thank you so much for understanding. Ms Abigail, definitely will reach out when i feel better :) I appreciate you as a teacher and as a whole so much :)	☆	۴	1
٥	Abigail Ganje 2:33 PM (0 minutes ago) to ● ▼ You are the BEST. You got this.:-) Take care of you.	☆	£	:

Shared by Teacher, Ms. Brock:

Arnell and I got started on creating his MY PLAN to tie his interests and goals to his learning and guide me in supporting him in engaging in his coursework and achieving success in all of his goals.

Student name:		Grade:	
Stadent name.			
PLP participants:		10/11	
r ar pur deipur dei			
Date of initial plan developmen	t:	Date of revised	plan:
8/26/22			
🕎 Goals			
What are your strengths and abilities?	What are areas y improve in?	you'd like to	What are your personal goals and aspirations?
Cooking Fast-learner Video Games People smart	Math (long division, a Physical stamir Boxing		Dream job: Professional boxer
What are your short-term goals?	What are your lo	ng-term goals?	How can we measure your growth and success?
Achieve personal goals by age 18 (boxing, math, gain weight - goal weight: 150)	Diploma Maybe go to coll	lege	
Learning modalit			
Student: How do you learn bes			classroom resources can you odate these preferences?
When I'm having fun			
🚓 Student interests	;		
School	Home		Individual

Share this video about MY Academy with your friends, family, and neighbors.

MY Academy - Regular Meeting of the Board of Directors - Agenda - Thursday September 8, 2022 at 9:00 AM

My Academy Promo





MY Academy - Regular Meeting of the Board of Directors - Agenda - Thursday September 8, 2022 at 9:00 AM



Coversheet

Financial Update, Rebecca Heinricy, Director of Client Finance, Charter Impact

Section:	IX. Correspondence/Proposals/Reports
ltem:	B. Financial Update, Rebecca Heinricy, Director of Client
Finance, Charter Impact	
Purpose:	FYI
Submitted by:	
Related Material:	July 2022 - Financial Update.pdf



Monthly Financial Presentation – July 2022



Highlights

Highlights

- LCFF revenue increased from original budget due to COLA allowing more multiyear funding to be deferred into future years.
- Decrease health insurance expense projection based on actual and increased expense projections to utilize remaining Digital Divide funding.
- Year-end surplus projected at \$52k
- Year-end cash projected at \$929K no borrowing anticipated.

Compliance and Reporting

- 15.5 : 1 Pupil to Teacher compliant
- 40/80 currently supports an 85% funding determination – working to shift additional spending to instructional-related and reduce noninstructional areas.

Pupil:Teach	ner Ratio
15.52	:1
Cert.	Instr.

54.4%	71.1%
445,600	(275,285)





Revenue



- State Aid-Rev Limit increased by \$279K to due to COLA increase
- Federal Revenue decreased due to less Cares Act related funding remaining available.
- New State funding: Arts, Music, and Materials Block Grant (to 06/2026) of \$118,985 and Learning Recovery Emergency Block Grant (to 06/2028) of \$296,548 awarded. Funds will be utilized in future years.

			Year-to-Date						Annual/Full Year									
	Actual			Budget	Fav/(Unf)			Forecast			Budget	Fa	av/(Unf)					
Revenue																		
State Aid-Rev Limit	\$	95,528	\$	-	\$	95,528		\$	2,756,427	\$	2,477,754	\$	278,673					
Federal Revenue		-		-		-			97,263		124,900		(27,637)					
Other State Revenue		-		-		-			227,367		441,594		(214,227)					
Other Local Revenue		152		633		(482)			7,118		7,600		(482)					
Total Revenue	\$ 95,680		\$	633	\$	95,046		\$3	3,088,175	\$3	3,051,848	\$	36,327					



Expenses

- Personnel: Increase from the retention stipends awarded to returning staff. Decreased health insurance projection.
- Books and Supplies: Increase reflects projected use of Digital Divide funds on student single sign-on software and computers.

		Yea	ar-to-Date	ate					Annual/Full Yea			
	Actual		Budget		av/(Unf)		Forecast		Budget		Fa	v/(Unf)
Expenses												
Certificated Salaries	\$ 53,403	\$	45,487	\$	(7,916)		\$	1,293,620	\$	1,258,204	\$	(35,416)
Classified Salaries	16,375		25,586		9,211			347,431		349,034		1,603
Benefits	24,077		43,456		19,379			600,233		695,146		94,913
Books and Supplies	32,268		13,011		(19,257)			222,461		156,225		(66,236)
Subagreement Services	8,694		13,117		4,424			136,859		157,577		20,718
Operations	11,933		6,024		(5,909)			75,443		72,284		(3,159)
Facilities	4,289		1,896		(2,394)			28,004		22,750		(5,254)
Professional Services	28,379		23,718		(4,661)			332,270		318,087		(14,183)
Depreciation	-		-		-			-		-		-
Interest	 -		-					-		-		-
Total Expenses	\$ 179,419	\$	172,295	\$	(7,124)		\$3	3,036,322	\$3	3,029,307	\$	(7,015)



Fund Balance

- Projected year-end surplus forecasted at 2% of total expenses
- Projected year-end fund balance at 25.6% of annual expenses.

		Year-to-Date		ır		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ (83,739)	\$ (171,662)	\$ 87,922	\$ 51,853	\$ 22,541	\$ 29,312
Beginning Fund Balance	726,275	726,275		726,275	726,275	
Ending Fund Balance	<u>\$ 642,536</u>	<u>\$ 554,613</u>		<u>\$ 778,128</u>	<u>\$ 748,816</u>	
As a % of Annual Expenses	21.2%	18.3%		25.6%	24.7%	



Appendices

- Monthly Cash Flow / Forecast 22-23
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- Check Register
- AP Aging
- Compliance Reminders



Monthly Cash Flow/Forecast FY22-23

Revised 08/31/2022 ADA = 201.78

ADA =	201.78	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Revenues														, in the second s		ADA =	201 79
	- Revenue Limit															ADA -	201.78
	LCFF State Aid	95,528	78,376	78,376	141,077	141,077	141,077	141,077	141,077	252,185	252,185	252,185	252,185	293,883	2,260,288	2,107,751	152,537
	Education Protection Account	- 35,528			10,089	141,077	- 141,077	10,089	141,077	- 232,185	10,089	- 232,185	232,105	10,089	40,356	40,356	152,557
	State Aid - Prior Year	_	-	-		-	-	- 10,005	_	_	- 10,005	_	_	-			-
	In Lieu of Property Taxes	-	20.191	40.382	26.921	26.921	26.921	26.921	26.921	86.868	43.434	43.434	43.434	43.434	455.783	329.647	126.136
0000		95,528	98,567	118,758	178.087	167,998	167,998	178.087	167.998	339,053	305,708	295.619	295,619	347,406	2,756,427	2,477,754	278,673
Federal Re	evenue			,	,			,	,	,	,			,			
	Special Education - Entitlement	-	1,035	1,035	1,864	1,864	1,864	1,864	1,864	3,332	3,332	3,332	3,332	3,332	28,047	21,933	6,114
		-	-	6,112	-	-	18,337	-	-	-	-	-	-	-	24,449	24,449	-
	Title II, Part A - Teacher Quality	-	-	1,029	-	-	3,088	-	-	-	-	-	-	-	4,117	4,117	-
	Other Federal Revenue	-	-	10,163	-	-	10,163	-	-	10,163	-	-	10,163	-	40,650	74,401	(33,751)
		-	1,035	18,339	1,864	1,864	33,451	1,864	1,864	13,494	3,332	3,332	13,494	3,332	97,263	124,900	(27,637)
Other Stat	te Revenue																
8311	State Special Education	-	6,754	6,754	12,156	12,156	12,156	12,156	12,156	15,587	15,587	15,587	15,587	15,587	152,223	122,375	29,848
8550	Mandated Cost	-	-	-	-	-	6,252	-	-	-	-	-	-	-	6,252	6,302	(50)
8560	State Lottery	-	-	-	-	-	-	7,487	-	-	7,487	-	-	25,610	40,584	40,585	(0)
8599	Other State Revenue	-	-	7,077	-	-	7,077	-	-	7,077	-	-	7,077	-	28,308	272,333	(244,025)
		-	6,754	13,831	12,156	12,156	25,485	19,643	12,156	22,664	23,074	15,587	22,664	41,197	227,367	441,594	(214,227)
Other Loca	al Revenue																
8660	Interest Revenue	152	217	217	217	217	217	217	217	217	217	217	217	-	2,535	2,600	(65)
8980	Contributions, Unrestricted	-	417	417	417	417	417	417	417	417	417	417	417	-	4,583	5,000	(417)
		152	633	633	633	633	633	633	633	633	633	633	633	-	7,118	7,600	(482)
Total Revenue	e	95,680	106,990	151,562	192,740	182,651	227,567	200,227	182,651	375,844	332,747	315,171	332,411	391,934	3,088,175	3,051,848	36,327
Expenses																	
Certificate																	(0.100)
	Teachers' Salaries	17,673	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	-	789,871	780,745	(9,126)
	Teachers' Extra Duty/Stipends	625	5,607	5,607	5,607	5,607	5,607	5,607	5,607	5,607	5,607	5,607	5,607	-	62,300	34,175	(28,125)
	Pupil Support Salaries	15,453	15,292	15,292	15,292	15,292	15,292	15,292	15,292	15,292	15,292	15,292	15,292	-	183,664	183,503	(161)
	Administrators' Salaries	19,249	21,648	21,648	21,648	21,648	21,648	21,648	21,648	21,648	21,648	21,648	21,648	-	257,382	259,781	2,399
1900	Other Certificated Salaries	404 53,403	- 112,747	- 112,747	- 112,747	- 112,747	- 112,747	- 112,747	- 112,747	- 112,747	- 112,747	- 112,747	- 112,747	-	404 1,293,620	1,258,204	(404) (35,416)
Classified	Salarios	55,405	112,747	112,747	112,747	112,747	112,747	112,747	112,747	112,747	112,747	112,747	112,747	-	1,295,020	1,256,204	(55,410)
	Instructional Salaries	3,717	9,869	9,869	9,869	9,869	9,869	9,869	9,869	9,869	9,869	9,869	9,869		112,274	114,608	2,334
	Clerical and Office Staff Salaries	12,659	20,227	20,227	20,227	20,227	20,227	20,227	20,227	20,227	20,227	20,227	20,227		235,157	234,426	(731)
2400	ciencal and Office Start Salaries	12,033	30,096	30,096	30,096	30,096	30,096	30,096	30,096	30,096	30,096	30,096	30,096	-	347,431	349,034	1,603
Benefits		10,373	30,030	30,030	30,050	30,030	30,050	30,030	30,030	30,030	30,030	30,050	30,050		347,431	545,054	1,005
	STRS	8,795	21,445	21,445	21,445	21,445	21,445	21,445	21,445	21,445	21,445	21,445	21,445	-	244,685	198,290	(46,395)
	OASDI	1,376	6,197	6,197	6,197	6,197	6,197	6,197	6,197	6,197	6,197	6,197	6,197	-	69,539	69,874	334
	Medicare	997	4,154	4,154	4,154	4,154	4,154	4,154	4,154	4,154	4,154	4,154	4,154	-	46,689	46,610	(79)
	Health and Welfare	9,496	14,167	14,167	14,167	14,167	14,167	14,167	14,167	14,167	14,167	14,167	14,167	-	165,329	309,120	143,791
	State Unemployment	550	1,767	1,767	1,767	1,767	1,767	8,834	7,067	3,534	1,767	1,767	1,767	-	34.120	33,499	(621)
	Workers' Compensation	2,537	1,248	1,248	1,248	1,248	1,248	1,248	1,248	1,248	1,248	1,248	1,248	-	16,261	14,000	(2,262)
	Other Benefits	325	2.117	2.117	2.117	2.117	2.117	2.117	2.117	2.117	2.117	2,117	2.117	-	23,610	23,754	144
		24,077	51,093	51,093	51,093	51,093	51,093	58,160	56,393	52,860	51,093	51,093	51,093	-	600,233	695,146	94,913
Books and	d Supplies		. ,	- /	- /	,	. ,	,		- /	- /	- /	- /				
	Textbooks and Core Materials	-	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	-	45,833	50,000	4,167
	School Supplies	103	360	360	360	360	360	360	360	360	360	360	360	-	4,061	3,365	(696)
	Software	20,722	4,333	4,333	4,333	4,333	4,333	4,333	4,333	4,333	4,333	4,333	4,333	-	68,389	25,000	(43,389)
	Office Expense	604	943	943	943	943	943	943	943	943	943	943	943	-	10,981	11,321	340
	Business Meals	-	946	946	946	946	946	946	946	946	946	946	946	-	10,406	11,352	946
4400	Noncapitalized Equipment	10,840	6,541	6,541	6,541	6,541	6,541	6,541	6,541	6,541	6,541	6,541	6,541	-	82,791	55,187	(27,603)
		32,268	17,290	17,290	17,290	17,290	17,290	17,290	17,290	17,290	17,290	17,290	17,290	-	222,461	156,225	(66,236)



Monthly Cash Flow/Forecast FY22-23

Revised 08/31/2022



ADA =	201.78	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Subagree	ment Services																
5102	Special Education	3,944	4,867	4,867	4,867	4,867	4,867	4,867	4,867	4,867	4,867	4,867	4,867	-	57,477	-	(57,477)
5106	Other Educational Consultants	4,750	6,785	6,785	6,785	6,785	6,785	6,785	6,785	6,785	6,785	6,785	6,785	-	79,382	157,577	78,195
		8,694	11,651	11,651	11,651	11,651	11,651	11,651	11,651	11,651	11,651	11,651	11,651	-	136,859	157,577	20,718
Operation	ns and Housekeeping																
5201	Auto and Travel	1,330	667	667	667	667	667	667	667	667	667	667	667	-	8,663	8,000	(663)
5300	Dues & Memberships	6,870	417	417	417	417	417	417	417	417	417	417	417	-	11,453	8,000	(3,453)
5400	Insurance	2,184	2,108	2,108	2,108	2,108	2,108	2,108	2,108	2,108	2,108	2,108	2,108	-	25,375	25,300	(75)
5900	Communications	1,449	2,190	2,190	2,190	2,190	2,190	2,190	2,190	2,190	2,190	2,190	2,190	-	25,543	26,284	741
5901	Postage and Shipping	100	392	392	392	392	392	392	392	392	392	392	392	-	4,408	4,700	292
		11,933	5,774	5,774	5,774	5,774	5,774	5,774	5,774	5,774	5,774	5,774	5,774	-	75,443	72,284	(3,159)
Facilities,	Repairs and Other Leases																
5601	Rent	1,896	1,896	1,896	1,896	1,896	1,896	1,896	1,896	1,896	1,896	1,896	1,896	-	22,750	22,750	(0)
5602	Additional Rent	258	260	260	260	260	260	260	260	260	260	260	260	-	3,118	-	(3,118)
5604	Other Leases	2,135	-	-	-	-	-	-	-	-	-	-	-	-	2,135	-	(2,135)
		4,289	2,156	2,156	2,156	2,156	2,156	2,156	2,156	2,156	2,156	2,156	2,156	-	28,004	22,750	(5,254)
	nal/Consulting Services																
5801		17,143	1,005	1,005	1,005	1,005	1,005	1,005	1,005	1,005	1,005	1,005	1,007	-	28,200	-	(28,200)
		-	-	-	4,325	4,325	4,325	-	-	-	-	-	-	-	12,975	9,975	(3,000)
5803	8	-	8,333	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	-	50,000	50,000	-
5804	Professional Development	2,080	1,930	1,930	1,930	1,930	1,930	1,930	1,930	1,930	1,930	1,930	1,930	-	23,310	17,100	(6,210)
5805	General Consulting	2,500	6,587	6,587	6,587	6,587	6,587	6,587	6,587	6,587	6,587	6,587	6,588	-	74,957	172,500	97,543
5806	Special Activities/Field Trips	-	781	781	781	781	781	781	781	781	781	781	781	781	9,375	814	(8,561)
5809	Other taxes and fees	198	27	27	27	27	27	27	27	27	27	27	27	-	492	-	(492)
5810	Payroll Service Fee	1,371	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	-	17,321	16,000	(1,321)
5811	Management Fee	5,086	5,472	5,472	5,472	5,472	5,472	5,472	5,472	5,472	5,472	5,472	5,472	-	65,278	-	(65,278)
5812	District Oversight Fee	-	887	1,069	1,603	1,512	1,512	1,603	1,512	3,051	2,751	2,661	2,661	3,986	24,808	23,500	(1,308)
5815	Public Relations/Recruitment	-	2,323	2,323	2,323	2,323	2,323	2,323	2,323	2,323	2,323	2,323	2,323	-	25,555	28,198	2,643
		28,379	28,795	24,811	29,670	29,579	29,579	25,345	25,254	26,793	26,493	26,403	26,406	4,767	332,270	318,087	(14,183)
Total Expense	es	179,419	259,602	255,618	260,477	260,386	260,386	263,219	261,361	259,366	257,300	257,210	257,213	4,767	3,036,322	3,029,307	(7,015)
Monthly Surp	blus (Deficit)	(83,739)	(152,613)	(104,056)	(67,737)	(77,735)	(32,819)	(62,991)	(78,710)	116,478	75,448	57,961	75,198	387,167	51,853	22,541	29,312

Monthly Cash Flow/Forecast FY22-23

Revised 08/31/2022

ADA = 201.78	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-End Accruals	Annual Forecast 2%	Original Budget Favorable / Total (Unfav.)
Cash Flow Adjustments															
Monthly Surplus (Deficit)	(83,739)	(152,613)	(104,056)	(67,737)	(77,735)	(32,819)	(62,991)	(78,710)	116,478	75,448	57,961	75,198	387,167	51,853	Cert. Instr.
Cash flows from operating activities															54.4% 71.1%
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-	445,600 (275,285)
Public Funding Receivables	-	-	-	-	-	-	-	-	-	-	-	-	(391,934)	(391,934)	
Grants and Contributions Rec.	11,772	-	-	-	-	-	-	-	-	-	-	-	-	11,772	
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Prepaid Expenses	23,505	-	-	-	-	-	-	-	-	-	-	-	-	23,505	
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable	(12,513)	-	-	-	-	-	-	-	-	-	-	-	4,767	(7,746)	Pupil:Teacher Ratio
Accrued Expenses	(5,171)	-	-	-	-	-	-	-	-	-	-	-	-	(5,171)	15.52 :1
Other Liabilities	2,863	-	-	-	-	-	-	-	-	-	-	-	-	2,863	
Cash flows from investing activities															
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Cash flows from financing activities															
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Change in Cash	(63,283)	(152,613)	(104,056)	(67,737)	(77,735)	(32,819)	(62,991)	(78,710)	116,478	75,448	57,961	75,198			
Cash, Beginning of Month	1,243,991	1,180,708	1,028,096	924,040	856,304	778,569	745,750	682,759	604,049	720,527	795,974	853,936			
Cash, End of Month	1,180,708	1,028,096	924,040	856,304	778,569	745,750	682,759	604,049	720,527	795,974	853,936	929,134			



Budget vs Actual

For the period ended July 31, 2022

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual
Revenues				
State Aid - Revenue Limit				
LCFF State Aid	\$	\$-	\$ 95,528	\$ 95,528
Education Protection Account	-	-	-	-
In Lieu of Property Taxes		-		
Total State Aid - Revenue Limit	95 <i>,</i> 528	-	95,528	95,528
Federal Revenue				
Special Education - Entitlement	-	-	-	-
Title I, Part A - Basic Low Income Title II, Part A - Teacher Quality	-	-	-	-
Other Federal Revenue	-		-	-
Total Federal Revenue	-	-	-	-
Other State Revenue				
State Special Education	-	-	-	-
Mandated Cost	-	-	-	-
State Lottery	-	-	-	-
Other State Revenue		-		
Total Other State Revenue Other Local Revenue	-	-	-	-
Interest Revenue	152	217	(65)	152
Contributions, Unrestricted	-	417	(03)	-
Total Other Local Revenue	152	633	(482)	152
Total Revenues	95,680	633	95,046	95,680
Expenses				
Certificated Salaries				
Teachers' Salaries	17,673	8,546	(9,126)	17,673
Teachers' Extra Duty/Stipends	625	-	(625)	625
Pupil Support Salaries	15,453	15,292	(161)	15,453
Administrators' Salaries	19,249	21,648	2,399	19,249
Other Certificated Salaries Total Certificated Salaries	404 53,403	- 45,487	(404) (7,916)	404 53,403
Classified Salaries	55,405	45,467	(7,910)	55,405
Instructional Salaries	3,717	6,051	2,334	3,717
Clerical and Office Staff Salaries	12,659	19,536	6,877	12,659
Total Classified Salaries	16,375	25,586	9,211	16,375
Benefits				
State Teachers' Retirement System, certificated positions	8,795	7,169	(1,627)	8,795
OASDI/Medicare/Alternative, certificated positions	1,376	5,122	3,746	1,376
Medicare/Alternative, certificated positions	997	2,061	1,064	997
Health and Welfare Benefits, certificated positions	9,496	25,760	16,264	9,496
State Unemployment Insurance, certificated positions Workers' Compensation Insurance, certificated positions	550 2,537	1,675 619	1,125 (1,918)	550 2,537
Other Benefits, certificated positions	325	1,050	725	325
Total Benefits	24,077	43,456	19,379	24,077
Books & Supplies	,		,	
Textbooks and Core Materials	-	4,167	4,167	-
School Supplies	103	280	177	103
Software	20,722	2,083	(18 <i>,</i> 639)	20,722
Office Expense	604	943	340	604
Business Meals	-	946	946	-
Noncapitalized Equipment	10,840	4,592	(6,247)	10,840
Total Books & Supplies Subagreement Services	32,268	13,012	(19,257)	32,268
Special Education	3,944	_	(3,944)	3,944
Other Educational Consultants	4,750	13,117	8,367	4,750
Total Subagreement Services	8,694	13,117	4,424	8,694
Operations & Housekeeping	-			-
Auto and Travel	1,330	667	(663)	1,330
Dues & Memberships	6,870	667	(6,203)	6,870
Insurance	2,184	2,108	(75)	2,184
Communications	1,449	2,190	741	1,449

Budget vs Actual

For the period ended July 31, 2022

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual
Postage and Shipping	100	392	292	100
Total Operations & Housekeeping	11,933	6,024	(5,909)	11,933
Facilities, Repairs & Other Leases				
Rent	1,896	1,896	(0)	1,896
Additional Rent	258	-	(258)	258
Other Leases	2,135	-	(2,135)	2,135
Total Facilities, Repairs & Other Leases	4,289	1,896	(2,394)	4,289
Professional/Consulting Services				
IT	17,143	-	(17,143)	17,143
Audit & Taxes	-	-	-	-
Legal	-	4,167	4,167	-
Professional Development	2,080	1,425	(655)	2,080
General Consulting	2,500	14,375	11,875	2,500
Special Activities/Field Trips	-	68	68	-
Other Taxes and Fees	198	-	(198)	198
Payroll Service Fee	1,371	1,333	(38)	1,371
Management Fee	5,086	-	(5 <i>,</i> 086)	5,086
District Oversight Fee	-	-	-	-
Public Relations/Recruitment	-	2,350	2,350	
Total Professional/Consulting Services	28,379	23,718	(4,661)	28,379
Total Expenses	179,419	172,295	(7,124)	179,419
Change in Net Assets	(83,739)	(171,662)	87,922	(83,739)
Net Assets, Beginning of Period	-			1,136,587
Net Assets, End of Period	\$ (83,739)			\$ 1,052,847

Statement of Financial Position

July 31, 2022

	Current Balance	Be	Beginning Year Balance		Beginning Year Balance		TD Change	YTD % Change
Assets								
Current Assets								
Unrestricted Cash	\$ 981,779	\$	-	\$	981,779	0%		
Restricted Cash	 198,930		-		198,930	0%		
Cash & Cash Equivalents	\$ 1,180,708	\$	1,243,991	\$	(63,283)	-5%		
Accounts Receivable	167,096		178,868		(11,772)	-7%		
Due To/From Related Parties	1,116		1,116		-	0%		
Prepaid Expenses	 26,766		50,271		(23,505)	-47%		
Total Current Assets	 1,375,687		1,474,246		(98,560)	-7%		
Total Assets	\$ 1,375,687	\$	1,474,246	\$	(98,560)	-7%		
Liabilities								
Current Liabilities								
Accounts Payable	\$ 1,536	\$	14,049	\$	(12,513)	-89%		
Accrued Liabilities	122,374		127,545		(5,171)	-4%		
Deferred Revenue	 198,930		196,067		2,863	1%		
Total Current Liabilities	 322,840		337,660		(14,820)	-4%		
Total Liabilities	 322,840		337,660		(14,820)	-4%		
Total Net Assets	 1,052,847		1,136,587		(83,739)	-7%		
Total Liabilities and Net Assets	\$ 1,375,687	\$	1,474,246	\$	(98,560)	-7%		

Statement of Cash Flows

For the period ended July 31, 2022

###	_	TD Ended 07/31/22
Cash Flows from Operating Activities		
Change in Net Assets	\$	(83,739)
Adjustments to reconcile change in net assets to net cash flows		
from operating activities:		
Decrease/(Increase) in Operating Assets:		
Grants, Contributions & Pledges Receivable		11,772
Prepaid Expenses		23,505
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable		(12,513)
Accrued Expenses		(5,171)
Deferred Revenue		2,863
Total Cash Flows from Operating Activities		(63,283)
Change in Cash & Cash Equivalents		(63,283)
Cash & Cash Equivalents, Beginning of Period		1,243,991
Cash and Cash Equivalents, End of Period	\$	1,180,708

Check Register

For the period ended July 31, 2022

# Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
20000	San Diego County Office of Education	Professional Development - Career Fair Registration	7/11/2022	\$ 100.00
20001	Dasia Dunn	Dunn, Dasia Paycheck 7/8/22 Pay Period 6/16 - 6/30	7/13/2022	880.57
20002	APLUS+	Consulting Svcs - 07/01/22 - 06/30/23	7/15/2022	4,750.00
20003	Charter Impact	Business Mgmt Svcs - 07/22	7/15/2022	5,086.00
20004	Edmentum	Software - 05/01/22 - 05/31/22	7/15/2022	500.00
20005	Effectual Educational Consulting Services	SpEd Svcs - 04/25/22 - 05/23/22	7/15/2022	130.00
20006	KM Educational Consulting and Executive Coachin	g S Consulting Svcs - 06/22	7/15/2022	3,049.54
20007	McColgan & Associates INC	SpEd Svcs	7/15/2022	971.25
20008	Philadelphia Insurance Companies	Accident Ins 06/22	7/15/2022	635.00
20009	R&B Communications	IT Svcs - 05/22	7/15/2022	1,031.00
20010	Specialized Therapy Services, Inc.	SpEd Svcs - 05/31/22	7/15/2022	2,211.25
20011	Total Education Solutions	SpEd Svcs - 05/22	7/15/2022	631.25
20012	Ztelco	Communication Svcs - 05/10/22 - 06/09/22	7/15/2022	150.07
20013	Keyn Group, LLC	IT Svcs - Support & Software Administration	7/21/2022	2,605.34
20014	Amazon Capital Services	Office Supplies	7/22/2022	524.26
20015	Berkshire Hathaway Homestate Companies	FY22-23 Workers Comp - 07/01/22 - 08/30/22	7/22/2022	3,307.40
20016	California Charter Schools Association	Charter School Membership Through 06/30/23	7/22/2022	1,875.00
20017	R&B Communications	IT Svcs	7/22/2022	13,037.51
20018	School Pathways LLC	Software Subscription - True Up - 07/01/21 - 06/30/22	7/22/2022	974.24
20019	Staples Technology Solutions	Chromebook (50)	7/22/2022	8,865.83
20020	Steffanie Augustine	Augustine, Steffanie Final Pay 7/1 - 7/15	7/26/2022	405.80
20021	Amazon Capital Services	Office Supplies	7/28/2022	85.26
20022	Charter Impact	Student Data Svcs - 06/22	7/28/2022	65.00
20023	Keyn Group, LLC	Staff Laptops	7/28/2022	2,013.15
20024	KRA Corporation	Consulting Svcs - Career Coaching - 06/01/22 - 06/30/22	7/28/2022	6,128.04
20025	Oxford Consulting Services, Inc.	SpEd Svcs - 06/22	7/28/2022	258.75
20026	School Pathways LLC	SIS & PLS - Annual Subscription - 07/01/22 - 06/30/23	7/28/2022	4,702.52
20027	TSW Therapy, Inc.	SpEd Svcs - 06/01/22 - 06/09/22	7/28/2022	371.25
20028	Larry Albert Alvarado	Stipend - 08/22	7/29/2022	500.00
20029	Michael P. Humphrey	Stipend - 08/22	7/29/2022	500.00
20030	Peter Matz	Stipend - 08/22	7/29/2022	500.00
20031	Steve Fraire	Stipend - 08/22	7/29/2022	500.00
20032	William W. Hall	Stipend - 08/22	7/29/2022	500.00

Total Disbursements Issued in July \$ 67,845.28

Accounts Payable Aging

July 31, 2022

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
F&L Media	1678	6/27/2022	6/27/2022	<u>\$ -</u>	<u>\$ -</u>	\$ 1,500	<u>\$ -</u>	<u>\$ -</u>	\$ 1,500
	1	Fotal Outstand	ding Invoices	<u>\$ -</u>	<u>\$ -</u>	\$ 1,500	<u>\$ -</u>	<u>\$ -</u>	\$ 1,500

Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
FINANCE	Set by Authorizer	Unaudited Actual Reports - Annual unaudited financial statements for the preceding year are due by date set by the charter authorizer (no later than September 15th).	Charter Impact	Yes	Yes	https://www.cde.ca.gov/fg/sf/fr/csalternative.asp
FINANCE	Sep-02	Year-End Maintenance of Effort (Special Education) - Report due to Charter school's SELPA. Maintenance of Effort (MOE) is a requirement that you spend each year at least what you spent last year in the area of special education (with some exceptions). If you reduce your special education budget (or expenditures) in a given year, you need to be careful to ensure that you have met the MOE requirement. This does not mean you can't reduce costs, but you must do so within the guidelines of federal MOE.	Charter Impact	No	No	
DATA TEAM	Sep-09	CALPADS EOY 1, 2, 3 and 4 Amendment Window Deadline - Course completion data for grades 7-12, CTE participants, concentrators, completers, program eligibility/participation, homeless student counts, student discipline, cumulative enrollment and student absence data must be submitted to CDE by 9/09/2022.	MYA	No	No	https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp
FINANCE	Sep-12	Complete Consolidated Application reporting - Spring - The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in May, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program.	Charter Impact with MYA support	Yes	No	https://www.cde.ca.gov/fg/aa/co/index.asp
FINANCE	Sep-14	Maintenance of Equity (MOEquity) Exception Certification Questionnaire - All LEAs receiving ESSER III (Resource Codes 3213/3214) funds are required to complete the MOEquity Exception Questionnaire for this current school year. An LEA may request an exception for FY 2022–23 if at least one of the following applies: 1. The LEA has a total enrollment of less than 1,000 students. 2. The LEA operates a single school. 3. The LEA has one school per grade span. 4. The LEA did not have an aggregate reduction in combined State and local per-pupil funding in the applicable fiscal year (i.e., is not facing overall budget reductions). 5. The LEA believes it otherwise qualifies for an exception due to an "exceptional or uncontrollable circumstance."	Charter Impact	No	No	https://www3.cde.ca.gov/caresactreporting/
FINANCE	Sep-15	Education Protection Account (EPA) Final Expenditures - All charter schools are required to report on their websites an accounting of how much money was received from the EPA and how that money was spent. This is commonly approved by the school's Board following the Unaudited Actuals Report.	Charter Impact	Yes	No	https://www.cde.ca.gov/fg/aa/pa/pafaq.asp
FINANCE	Sep-30	The Educator Effectiveness Funds (EEF) Annual Report - Annual report due each year on Sep 30th through 2026. <i>The final reporting system is under development and will be available prior to September 30, 2022.</i> Funds may be expended during the 2021–22, 2022–23, 2023–24, 2024–25 and 2025–26 fiscal years. A final data and expenditure report will be due on or before September 30, 2026. Any funds not expended by June 30, 2026, must be returned to the CDE.	Charter Impact with MYA support	No	No	https://www2.cde.ca.gov/eefannual/
DATA TEAM	Oct-05	California Basic Educational Data System (CBEDS) Information Day - The first Wed in Oct is CBEDS Information Day, used to collect information on student and staff demographics. Schools must complete the School Information Form (SIF). The SIF is used to report the count of classified staff, kindergarten program type, educational calendars, work visa applications, multilingual instructional programs, and languages of instruction. Data is due to CDE on October 31th.	MYA	No	No	http://www.cde.ca.gov/ds/dc/cb/
FINANCE	Oct-14	Federal Stimulus Reporting- Local educational agencies (LEAs) are required to report to the California Department of Education (CDE) on funds received through the CARES Act, the CRRSA Act, and the ARP, including ESSER I, GEER I, ESSER II, ESSER III and ELO-G. Reporting for the preceding quarter (July 1 - Sep 30).	Charter Impact	No	No	https://www.cde.ca.gov/fg/cr/reporting.asp
DATA TEAM	Oct-31	CBEDS-ORA - Collection of FTE of classified staff, estimated teacher hires, Kindergarten program types, H-1B work visa application, education calendar, multilingual instructional programs, languages of instruction and district of choice transfer requests and transportation data.	MYA	No	No	https://www.cde.ca.gov/ds/dc/cb/
FINANCE	Oct-31	Federal Cash Management - Period 2 - Charter schools that are awarded a grant under any of these programs: Title I, Part A; Title I, Part D, Subpart 2; Title II, Part A; Title III LEP; and Title III Immigrant programs must submit the CMDC report for a particular quarter in order to receive an apportionment for that quarter; CDE will apportion funds to LEAs whose cash balance is below a certain threshold.	Charter Impact	No	No	http://www.cde.ca.gov/fg/aa/cm/_

Coversheet

Consent - Business/Financial Services

Section:X. ConsentItem:A. Consent - Business/Financial ServicesPurpose:DiscussSubmitted by:Check Register - August 2022.pdf

BACKGROUND:

2021-22 EPA Actual reporting

Document Number	Name	Transaction Description	Effective Date	Document Amount
20020	Steffanie Augustine	Augustine, Steffanie Final Pay 7/1 - 7/15	7/26/2022	405.80
20021	Amazon Capital Services	Office Supplies	7/28/2022	85.26
20022	Charter Impact	Student Data Svcs - 06/22	7/28/2022	65.00
20023	Keyn Group, LLC	Staff Laptops	7/28/2022	2,013.15
20024	KRA Corporation	Consulting Svcs - Career Coaching - 06/01/22 - 06/30/22	7/28/2022	6,128.04
20025	Oxford Consulting Services, Inc.	SpEd Svcs - 06/22	7/28/2022	258.75
20026	School Pathways LLC	SIS & PLS - Annual Subscription - 07/01/22 - 06/30/23	7/28/2022	4,702.52
20027	TSW Therapy, Inc.	SpEd Svcs - 06/01/22 - 06/09/22	7/28/2022	371.25
20028	Larry Albert Alvarado	Stipend - 08/22	7/29/2022	500.00
20029	Michael P. Humphrey	Stipend - 08/22	7/29/2022	500.00
20030	Peter Matz	Stipend - 08/22	7/29/2022	500.00
20031	Steve Fraire	Stipend - 08/22	7/29/2022	500.00
20032	William W. Hall	Stipend - 08/22	7/29/2022	500.00
Report Total				
20040	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 072522	8/10/2022	1,478.00
20041	Alpha Vision, Inc.	Software - Backupify G-Suite	8/12/2022	70.00
20042	Amazon Capital Services	Office Supplies	8/12/2022	85.61
20042	Amazon Capital Services	Office Supplies	8/12/2022	85.61
20043	Keyn Group, LLC	IT Svcs & Software	8/12/2022	2,130.99
20044	Kurt Madden	Reimb 07/28/22	8/12/2022	5,969.35
Report Total				
20020	Steffanie Augustine	Augustine, Steffanie Final Pay 7/1 - 7/15	8/16/2022	0.00
20046	CaliforniaChoice Benefit Administrators	Health Ins 07/22	8/16/2022	0.00
20046	CaliforniaChoice Benefit Administrators	Health Ins 07/22	8/16/2022	27,430.16
20046	CaliforniaChoice Benefit Administrators	Health Ins 08/22	8/16/2022	27,430.16
20046	CaliforniaChoice Benefit Administrators	Health Ins 08/22	8/16/2022	0.00
20047	Steffanie Augustine	Augustine, Steffanie Final Pay 7/1 - 7/15	8/16/2022	405.80
20048	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 08/10/22	8/18/2022	1,478.00
20049	Amazon Capital Services	School Supplies	8/19/2022	36.18
20050	Edmentum	Software - 07/01/22 - 07/31/22	8/19/2022	400.00
20051	Effectual Educational Consulting Services	SpEd Svcs - 05/24/22 - 06/24/22	8/19/2022	977.50

20052	Keyn Group, LLC	Staff Laptops (2)	8/19/2022	1,422.58
20053	KM Educational Consulting and Executive Coaching Services	Consulting Svcs - 07/22	8/19/2022	2,650.00
20054	Philadelphia Insurance Companies	Accident Ins 08/22	8/19/2022	2,498.60
20055	StrongMind	Online Ads - 11/21	8/19/2022	1,247.97
20056	The Wiseman Group LLC	Leadership Conference - Keynote Speaker	8/19/2022	12,871.28
20057	YM&C	Fall Workshop - 09/22/22 - Lenz, G.	8/19/2022	450.00
MYA220816-01				0.00

Report Total

20058	Dasia Dunn	Dunn, Dasia Final Pay 8/26/22 & Vacation Payout	8/26/2022	1,728.79
20059	Charter Impact	Student Data Svcs - 07/22	8/26/2022	455.00
20060	Fully Promoted EmbroidMe La Mesa	Apparel (114)	8/26/2022	2,780.82
	Fully Promoted EmbroidMe La Mesa	Office Supplies	8/26/2022	2,780.82
20061	Lakehouse Hotel & Resort	My Academy Klick Off Week	8/26/2022	921.98
20062	Larry Albert Alvarado	Stipend - 07/22	8/26/2022	700.00
	Larry Albert Alvarado	Stipend - 08/22 - Catch Up	8/26/2022	700.00
20063	Michael P. Humphrey	Stipend - 07/22	8/26/2022	600.00
20064	Michael P. Humphrey	Stipend - 08/22 - Catch Up	8/26/2022	100.00
20065	Peter Matz	Stipend - 07/22	8/26/2022	600.00
20066	Peter Matz	Stipend - 08/22 - Catch Up	8/26/2022	100.00
20067	R&B Communications	IT Svcs - 07/22	8/26/2022	611.00
20068	San Diego County Office of Education	Registration - Students Records, Custody & Residency	8/26/2022	125.00
20069	Steve Fraire	Stipend - 07/22	8/26/2022	600.00
20070	Steve Fraire	Stipend - 08/22 - Catch Up	8/26/2022	100.00
20071	William W. Hall	Stipend - 07/22	8/26/2022	600.00
20072	William W. Hall	Stipend - 08/22 - Catch Up	8/26/2022	100.00
20073	Ztelco	Voicemail Svcs - 07/11/22 - 09/09/22	8/26/2022	155.96

Transaction Amount	
405.80	
85.26	
65.00	
2,013.15	
6,128.04	
258.75	
4,702.52	
371.25	
500.00	
500.00 500.00	
500.00	
500.00	
16,529.77	
1,478.00	
70.00	
20.99	
64.62	
2,130.99	
<u>5,969.3</u> 5	
9,733.95	
0.00	
0.00	
13,727.58	
13,702.58	
0.00	
405.80	
1,478.00	
36.18 400.00	
977.50	

1,422.58 2,650.00 2,498.60 1,247.97 12,871.28 450.00 <u>0.00</u>

51,868.07

Coversheet

Consent - Personnel Services

 Section:
 X. Consent

 Item:
 B. Consent - Personnel Services

 Purpose:
 Vote

 Submitted by:
 Vote

 Related Material:
 MY Academy BUS Classified Personnel Report_09.09.22.docx (2).pdf

 MY Academy BUS Certificated Personnel Report_09.09.22.docx (3).pdf

MOTIVATED YOUTH ACADEMY

Agenda Item:

Date:	September	8,	2022
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	Correspondence/Proposals/Reports
Х	Consent Agenda
	Business/Financial Services
	Education/Student Services
Х	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X Item is for Information Only:

Item: Approval of Classified Personnel Report

Background: It is recommended the Board approve the following classified personnel items.

EMPLOYMENT

ID #	Name	Position	Salary/Total Comp	Effective Date

POSITIONS

Туре	Position	Salary/Total Comp	Effective Date
Clerical	Registrar	\$57,616.97/\$79,492.25	09/01/2022

CHANGE IN RELATIONSHIP

ID #	Name	From	То	Salary/Total Comp	Effective Date

SEPARATION

ID #	Position	Reason	Effective Date
A0ZP	Dunn , Dasia	Resignation	08/16/2022

MOTIVATED YOUTH ACADEMY

Agenda Item:

Date: September 8, 2022

	Correspondence/Proposals/Reports
Х	Consent Agenda
	Business/Financial Services
	Education/Student Services
Х	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X

Item is for Information Only:

Item: Approval of Certificated Personnel Report

Background: It is recommended the Board approve the following certificated personnel items.

EMPLOYMENT

ID #	Name	Position	Salary/Total Comp	Effective Date
A150	McArthur-Milton, Damani	Education Specialist	\$ 74,707.55/\$ 115,669.64	07/01/2022
A16P	Brock, June	Teacher of Record	\$ 73,537.18/\$ 114,110.45	08/15/2022
A16Z	Sullivan, Heidi	Teacher of Record	\$60,326.10/\$ 98,438.51	08/15/2022
A16Y	Salas, Kimberly	Teacher of Record	\$64,018.54/\$ 101,836.16	08/15/2022

CHANGE IN RELATIONSHIP

ID #	Name	From	То	Salary/Total Comp	Effective Date
A0H7	Mann, Mari	Teacher of Record	Substitute Teacher		08/15/2022

SEPARATION

ID #	Position	Reason	Effective Date
A125	Wilton, Nicole	Termination	08/08/2022

Coversheet

Approval of Unaudited Actuals Financial Report for 2021-2022

Section: Item: 2022	XI. Business/Financial Services A. Approval of Unaudited Actuals Financial Report for 2021-
Purpose: Submitted by:	Vote
Related Material:	BUS MYA UAs 09.09.22.pdf FY22-MYA-EPA_Actual_08-13-2022.pdf 22.06-MYA - UAR Board Presentation (1).pdf

MOTIVATED YOUTH ACADEMY

Agenda Item:

Date: September 8, 2022

	Correspondence/Proposals/Reports			
	Consent Agenda			
Х	Business/Financial Services			
	Education/Student Services			
	Personnel Services			
	Curriculum			
	Policy Development			

Item Requires Board Action: X

Item is for Information Only:

Item: Approval of Unaudited Actuals Financial Report for 2021-2022

Background:

All charter schools in California must submit their "Unaudited Actuals" for the prior year by September 15th. The Unaudited Actuals represent the complete prior fiscal year's financial activities following all year-end closing activities. The set of unaudited financial statements is then reviewed by the School's independent CPAs, and together with any adjustments recommended by the auditors becomes the School's audited financial statements for that fiscal year. The audited financial statements are then submitted to the authorizer by December 15th.

It is recommended the Board approve the Unaudited Actuals Financial Report 2021-2022 as presented.

Fiscal Impact: None.

The Unaudited Actuals provide historical data necessary in forecasting to make informed estimates in determining how to allocate the budgets or plan for anticipated expenses for an upcoming period of time. The Unaudited Actuals also provide the beginning balance for budgeting for the current year followed by any adjustments needed per the auditors as the actuals become finalized.

Motivated Youth Academy Actual expenditures through: June 30, 2022 Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Local Control Funding Formula Sources	8010-8099	\$ 35,680.00
Federal Revenue	8100-8299	-
Other State Revenue	8300-8599	-
Other Local Revenue	8600-8799	-
TOTAL AVAILABLE		35,680.00
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	28,103.94
Classified Salaries	2000-2999	-
Employee Benefits	3000-3999	7,576.06
Books and Supplies	4000-4999	-
Services, Other Operating Expenses	5000-5999	-
Capital Outlay	6000-6599	-
Other Outgo (excluding Direct Support/Indirect Costs)	7100-7299	
Other Outgo (excluding Direct Support/Indirect Costs)	7400-7499	-
Direct Support/Indirect Costs	7300-7399	-
TOTAL EXPENDITURES AND OTHER FINANCING USES		35,680.00
BALANCE (Total Available minus Total Expenditures and Other Finan	cing Uses)	\$ -



Motivated Youth Academy

Unaudited Actual Report (UAR) Presentation Fiscal Year 2021-22





MYA – UAR Highlights

- Revenue at \$2.6M exceeded expenses of \$2.1M.
- Expenses:
- Personnel \$1.4M or 54% of expenses
- Books & Supplies \$139k or 5% of expenses
- Surplus \$433k or 17% of annual expenses
- Cash at \$1.2M is adequate
- SB 740 compliance (Funding Determination):
 - Certificated %: 44.8% of revenue Met
 - Instructional %: 71.2% of revenue 85% LCFF funding
 - Will include mitigating circumstances



MY Academy - Regular Meeting of the Board of Directors - Agenda - Thursday September 8, 2022 at 9:00 AM CHARTER SCHOOL UNAUDITED ACTUALS

FINANCIAL REPORT -- ALTERNATIVE FORM July 1, 2021 to June 30, 2022

CHARTER SCHOOL CERTIFICATION

Charter School Name: Motivated Youth Academy

CDS #: 37682130129668

Charter Approving Entity: Mountain Empire USD

County: San Diego

Charter #: 1628

NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:	For Approving Entity:	For Charter School:
Roxana Travers	Rustie Phillips	Spencer Styles
Name	Name	Name
Financial Accounting & Data Support Mgr	Senior Accountant	Charter Impact, Inc.
Title	Title	Title
858-295-6700	619-473-9022	888-474-0322
Telephone	Telephone	Telephone
roxana.travers@sdcoe.net	rustie.phillips@meusd.k12.ca.us	sstyles@charterimpact.com
Email address	Email address	Email address

To the entity that approved the charter school:

(<u>X</u>) 2021-22 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

	Signed	:	Charter School Official	Date:	
			Charter School Official (Original signature required)		
	Printed Name:	Bill Dobson		Title: Interim Director	
	To the	County Superinte	endent of Schools:		
(<u>X</u>)			HOOL UNAUDITED ACTUALS FINA County Superintendent pursuant to Ec		FORM: This report
	Signed	:	Authorized Representative of Charter Approving Entity (Original signature required)	Date:	
	Printed Name:	Patrick Keeley		Title: <u>Superintendent</u>	
(<u>X</u>)	2021-2	2 CHARTER SC	of Public Instruction: HOOL UNAUDITED ACTUALS FINA		
		: <u> </u>	County Superintendent/Designee		
			(Original signature required)		

MY Academy - Regular Meeting of the Board of Directors - Agenda - Thursday September 8, 2022 at 9:00 AM CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT ALTERNATIVE FORM July 1, 2021 to June 30, 2022				
	ame: Motivated Youth A	cademy		
	DS #: <u>37682130129668</u>			
	ntity: <u>Mountain Empire U</u>	15D		
	unty: <u>San Diego</u> ter #: 1628			
This charter school uses the following basis of accounting: (Please enter an "X" in the applicable box below; check only on X Accrual Basis (Applicable Capital Assets/Interest on Long-Term 9400-9489, 9660-9669, 9796, and 9797) Modified Accrual Basis (Applicable Capital Outlay/Debt Service and 9711-9789)	ne box) n Debt/Long-Term Liabilit		-	
Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	1,643,139.00	_	1,643,139.00
Education Protection Account State Aid - Current Year	8012	35,680.00	_	35,680.00
State Aid - Prior Years	8019 8096	(129.00) 402,972.00	-	(129.00) 402,972.00
Transfers to Charter Schools in Lieu of Property Taxes Other LCFF Transfers	8096	402,972.00		402,972.00
Total, LCFF Sources	0091, 0097	2,081,662.00	0.00	2,081,662.00
Total, LCFF Sources		2,001,002.00	0.00	2,001,002.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290		35,580.00	35,580.00
Special Education - Federal	8181, 8182		16,273.00	16,273.00
Child Nutrition - Federal	8220			0.00
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299	7,734.00	79,241.72	86,975.72
Total, Federal Revenues		7,734.00	131,094.72	138,828.72
3. Other State Revenues				
Special Education - State	StateRevSE	_	127,556.00	127,556.00
All Other State Revenues	StateRevAO	34,186.20	112,661.04	146,847.24
Total, Other State Revenues	Claterionite	34,186.20	240,217.04	274,403.24
			-, -	,
4. Other Local Revenues			10 505 10	
All Other Local Revenues	LocalRevAO	71,146.45	48,535.40	119,681.85
Total, Local Revenues	-	71,146.45	48,535.40	119,681.85
5. TOTAL REVENUES		2,194,728.65	419,847.16	2,614,575.81
EXPENDITURES (see NOTE in Section L) Certificated Salaries				
Certificated Teachers' Salaries	1100	336,812.63	220,618.37	557,431.00
Certificated Pupil Support Salaries	1200	59,654.28	34,184.72	93,839.00
Certificated Supervisors' and Administrators' Salaries	1300	197,993.00		197,993.00
Other Certificated Salaries	1900	2,196.00		2,196.00
Total, Certificated Salaries	-	596,655.91	254,803.09	851,459.00
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	50,458.00	19,045.00	69,503.00
Noncertificated Support Salaries	2200		-,	0.00
Noncertificated Supervisors' and Administrators' Salaries	2300	49,489.00		49,489.00
Clarical Technical and Office Selerica	2400	122 720 00	14 266 00	147,006,00

Clerical, Technical and Office Salaries

Total, Noncertificated Salaries

Other Noncertificated Salaries

2400

2900

147,996.00

266,988.00

0.00

14,266.00

33,311.00

133,730.00

233,677.00

MY Academy - Regular Meeting of the Board of Directors - Agenda - Thursday September 8, 2022 at 9:00 AM CHARIER SCHOOL UNAUDITED ACTUALS

FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2021 to June 30, 2022

Charter School Name: Motivated Youth Academy

	CDS #	: 37682130129668	-		
	Description	Object Code	Unrestricted	Restricted	Total
3.	Employee Benefits				
	STRS	3101-3102	108,555.32	17,609.68	126,165.00
	PERS	3201-3202			0.00
	OASDI / Medicare / Alternative Health and Welfare Benefits	3301-3302	30,925.64	4,834.36	35,760.00
		3401-3402 3501-3502	106,025.00 4,723.00	518.00	106,025.00 5,241.00
	Unemployment Insurance Workers' Compensation Insurance	3601-3602	18,892.00	516.00	18,892.00
	OPEB, Allocated	3701-3702	10,032.00		0.00
	OPEB, Active Employees	3751-3752			0.00
	Other Employee Benefits	3901-3902	7,992.51	2,145.49	10,138.00
	Total, Employee Benefits		277,113.47	25,107.53	302,221.00
	Realized Ormaliae				
4.	Books and Supplies	4100	20 571 00	11 506 00	40 467 00
	Approved Textbooks and Core Curricula Materials Books and Other Reference Materials	4200	30,571.00	11,596.00	42,167.00
	Materials and Supplies	4200	35,729.61	16,004.39	51,734.00
	Noncapitalized Equipment	4400	2,499.60	42,132.40	44,632.00
	Food	4700		,	0.00
	Total, Books and Supplies		68,800.21	69,732.79	138,533.00
_			-		
5.	Services and Other Operating Expenditures	5400	400 704 50	00.044.40	050 775 00
	Subagreements for Services Travel and Conferences	5100	192,761.50	66,014.19	258,775.69
		5200	3,317.17	282.14	3,599.31
	Dues and Memberships Insurance	5300 5400	7,009.38 17,562.00		7,009.38 17,562.00
	Operations and Housekeeping Services	5500	17,302.00		0.00
	Rentals, Leases, Repairs, and Noncap. Improvements	5600	8,890.49		8,890.49
	Transfers of Direct Costs	5700-5799	59,420.88	(59,420.88)	0.00
	Professional/Consulting Services and Operating Expend.	5800	286,631.32	5,474.67	292,105.99
	Communications	5900	10,043.26	24,542.63	34,585.89
	Total, Services and Other Operating Expenditures		585,636.00	36,892.75	622,528.75
~					
6.	Capital Outlay (Objects 6100-6170, 6200-6500 modified accrual basis only)				
	Land and Land Improvements	6100-6170			0.00
	Buildings and Improvements of Buildings	6200			0.00
	Books and Media for New School Libraries or Major	0200			0.00
	Expansion of School Libraries	6300			0.00
	Equipment	6400			0.00
	Equipment Replacement	6500			0.00
	Lease Assets	6600			0.00
	Depreciation Expense (accrual basis only)	6900			0.00
	Amortization Expense - Lease Assets	6910			0.00
	Total, Capital Outlay		0.00	0.00	0.00
7.	Other Outgo				
	Tuition to Other Schools	7110-7143			0.00
	Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
	Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
	Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
	All Other Transfers	7281-7299			0.00
	Transfers of Indirect Costs	7300-7399			0.00
	Debt Service:	7400			0.00
	Interest Driveingl (for modified apprual basis only)	7438			0.00
	Principal (for modified accrual basis only) Total Debt Service	7439	0.00	0.00	0.00
	Total, Other Outgo		0.00	0.00	0.00
				0.00	0.00
8.	TOTAL EXPENDITURES		1,761,882.59	419,847.16	2,181,729.75

MY Academy - Regular Meeting of the Board of Directors - Agenda - Thursday September 8, 2022 at 9:00 AM CHARIER SCHOOL UNAUDITED ACTUALS

FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2021 to June 30, 2022

Charter School Name: Motivated Youth Academy

	CDS #: 37682130129668			
Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITUR				
BEFORE OTHER FINANCING SOURCES AND USES (A5-B8))	432,846.06	0.00	432,846.06
D. OTHER FINANCING SOURCES / USES				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Account				0.00
(must net to zero)	8980-8999			0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POS		432,846.06	0.00	432,846.06
		402,040.00	0.00	402,040.00
F. FUND BALANCE / NET POSITION				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	696,315.19	0.00	696,315.19
b. Adjustments/Restatements	9793, 9795	7,423.81		7,423.81
c. Adjusted Beginning Fund Balance /Net Position		703,739.00	0.00	703,739.00
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		1,136,585.06	0.00	1,136,585.06
Components of Ending Fund Balance (Modified Accrual	l Basis only)			
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750		-	0.00
2. Other Commitments	9760		-	0.00
d. Assigned	9780		-	0.00
e. Unassigned/Unappropriated	0700			0.00
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
3. Components of Ending Net Position (Accrual Basis only	<i>(</i>)	Enter amount for F.3.a		
a. Net Investment in Capital Assets	9796			0.00
b. Restricted Net Position	9797			0.00
	0101			0.00
c. Unrestricted Net Position	9790A	1,136,585.06	0.00	1,136,585.06

MY Academy - Regular Meeting of the Board of Directors - Agenda - Thursday September 8, 2022 at 9:00 AM CHARTER SCHOOL UNAUDITED ACTUALS

FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2021 to June 30, 2022

Charter School Name: Motivated Youth Academy

	CDS #: 37682130129668					
	Description	Object Code	Unrestricted	Restricted	Total	
G. A	SSETS .					
1.	Cash					
	In County Treasury	9110	285,976.67		285,976.67	
	Fair Value Adjustment to Cash in County Treasury	9111			0.00	
	In Banks	9120	958,014.58		958,014.58	
	In Revolving Fund	9130			0.00	
	With Fiscal Agent/Trustee	9135			0.00	
	Collections Awaiting Deposit	9140			0.00	
	Investments	9150			0.00	
	Accounts Receivable	9200	1,116.00		1,116.00	
	Due from Grantor Governments	9290	178,868.00		178,868.00	
-	Stores	9320			0.00	
	Prepaid Expenditures (Expenses)	9330	50,271.00		50,271.00	
7.		9340			0.00	
	Lease Receivable	9380			0.00	
9.	Capital Assets (accrual basis only)	9400-9489			0.00	
10	D. TOTAL ASSETS		1,474,246.25	0.00	1,474,246.25	
	EFERRED OUTFLOWS OF RESOURCES					
	Deferred Outflows of Resources	9490			0.00	
1.	Deferred Outliows of Resources	9490			0.00	
2.	TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00	
І. Ц	ABILITIES					
1.	Accounts Payable	9500	18,612.09		18,612.09	
2.	Due to Grantor Governments	9590	122,982.50		122,982.50	
3.	Current Loans	9640			0.00	
	Unearned Revenue	9650	196,066.60		196,066.60	
5.	Long-Term Liabilities (accrual basis only)	9660-9669			0.00	
6.	TOTAL LIABILITIES		337,661.19	0.00	337,661.19	
ם ו	EFERRED INFLOWS OF RESOURCES					
-	Deferred Inflows of Resources	9690			0.00	
					0.00	
2.	TOTAL DEFERRED INFLOWS		0.00	0.00	0.00	
K. FI	JND BALANCE /NET POSITION					
	Ending Fund Balance /Net Position, June 30 (G10 + H2) - (I6 + J2)					
	(must agree with Line F2)		1,136,585.06	0.00	1,136,585.06	
L			1,100,000.00	0.00	1,100,000.00	

MY Academy - Regular Meeting of the Board of Directors - Agenda - Thursday September 8, 2022 at 9:00 AM CHARTER SCHOOL UNAUDITED ACTUALS

FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2021 to June 30, 2022

Charter School Name: Motivated Youth Academy

CDS #: 37682130129668

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")

a. NONE				
b.				_
C.				_
d				_
e				_
f				_
g				_
h				_
i				_
j.				_
-				-

-	Capital Outlay	Debt Service	Total
\$	0.00	0.00	0.00
φ_	0.00	0.00	
_			0.00
_			0.00
-			0.00
-			0.00
-			0.00
-			0.00
_			0.00
-			0.00
-			0.00
	0.00	0.00	0.00

TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures		Amount (Enter "0.00" if none)
a. Certificated Salaries	1000-1999	0.00
b. Noncertificated Salaries	2000-2999	0.00
c. Employee Benefits	3000-3999	0.00
d. Books and Supplies	4000-4999	0.00
e. Services and Other Operating Expenditures	5000-5999	0.00
TOTAL COMMUNITY SERVICES EXPENDITURES		0.00

MY Academy - Regular Meeting of the Board of Directors - Agenda - Thursday September 8, 2022 at 9:00 AM CHARIER SCHOOL UNAUDITED ACTUALS

FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2021 to June 30, 2022

Charter School Name: Motivated Youth Academy

CDS #: 37682130129668

Supplemental State and Local Expenditures resulting from a Presidentially Declared I	Disaster
Brief Description i.e., COVID-19 (If no amounts, indicate "None")	Amount
a. <u>None</u> b	0.00
c d	
TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)	0.00
Results of this calculation will be used for comparison with 2020-21 expenditures. Failure to 90 percent expenditure level on either an aggregate or per capita expenditure basis may re allocations for covered programs in 2023-24. a. Total Expenditures (B8)	
 b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred] 	138,828.72
c. Subtotal of State & Local Expenditures [a minus b]	2,042,901.03
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600 and 6910]	0.00

 Less Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e minus f] 0.00

2,042,901.03

\$

Coversheet

Approval of 2022-23 Consolidated Application and Reporting System (CARS) Spring Vote Release

Section:	XI. Business/Financial Services	
Item:	B. Approval of 2022-23 Consolidated Application and Reporting	
System (CARS) Spring Vote Release		
Purpose:	Vote	
Submitted by:		
Related Material:	MYA Consolidated App draft 2022-08-24.pdf	

California Department of Education

Consolidated Application

Motivated Youth Academy (37 68213 0129668)

•• Status: None

Date: None

2022–23 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at https://www.cde.ca.gov/fg/aa/co/ca21assurancestoc.asp.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	
Authorized Representative's Signature	
Authorized Representative's Title	
Authorized Representative's Signature Date	

Warning The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Report Date:8/29/2022

R02

Page 1 of 5

California Department of Education

Consolidated Application

Motivated Youth Academy (37 68213 0129668)

Status: Draft Saved by: charter impact Date: 8/24/2022 2:06 PM

2021-22 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2021 through June 30, 2022.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, <u>ANg@cde.ca.gov</u>, 916-323-4636 Lisa Fassett (Program), Professional Learning Support & Monitoring Office, <u>LFassett@cde.ca.gov</u>, 916-323-4963

2021–22 Title II, Part A allocation	\$3,845
Transferred-in amount	\$0
Transferred-out amount	\$0
2021–22 Total allocation	\$3,845

Professional Development Expenditures

Professional development for teachers	\$3,845
Professional development for administrators	\$0
Consulting/Professional services	\$0
Induction programs	\$0
Books and other supplies	\$0
Dues and membership	\$0
Travel and conferences	\$0

Personnel and Other Authorized Activities

Certificated personnel salaries	\$0
Classified personnel salaries	\$0
Employee benefits	\$0
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0

Program Expenditures

Direct administrative costs	\$0
Indirect costs	\$0
Equitable services for nonprofit private schools	\$0
Total expenditures	\$3,845
2021–22 Unspent funds	\$0

Warning The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Report Date:8/29/2022

R02

California Department of Education

Consolidated Application

Motivated Youth Academy (37 68213 0129668)

Status: Draft Saved by: charter impact Date: 8/29/2022 10:14 AM

2021–22 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, <u>LWheeler@cde.ca.gov</u>, 916-319-0383 Karmina Barrales, Integrated Student Support and Programs Office, <u>KBarrales@cde.ca.gov</u>, 916-327-9692

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:

a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;

b) Includes a dispute resolution process;

c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Stacie
Homeless liaison last name	Sevcik
Homeless liaison title	School Counselor
Homeless liaison email address	ssevcik@myacademy.org
(Format: abc@xyz.zyx)	
Homeless liaison telephone number	619-663-4339
(Format: 999-999-9999)	
Homeless liaison telephone extension	
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1.0

Homeless Liaison Training Information

Warning

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Report Date:8/29/2022

R02

California Department of Education

Consolidated Application

Motivated Youth Academy (37 68213 0129668)

Status: Draft Saved by: charter impact Date: 8/29/2022 10:14 AM

2021–22 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, <u>LWheeler@cde.ca.gov</u>, 916-319-0383 Karmina Barrales, Integrated Student Support and Programs Office, <u>KBarrales@cde.ca.gov</u>, 916-327-9692

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Ye
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	Yes
Teachers and instructional assistants	Yes
School counselors	Yes

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	02/10/2022
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	
Does your LEA use a housing questionnaire to assist with the identification of homeless children and youth	Yes
Does the housing questionnaire include best practices, rights, and protections afforded to homeless children and youth	Yes
Is the housing questionnaire made available in paper form	Yes
Did your LEA administer the housing questionnaire to all student body during the school year	Yes

Title I, Part A Homeless Expenditures

2021–22 Title I, Part A LEA allocation	\$23,995
2021–22 Title I, Part A direct or indirect services to homeless children reservation	\$1,000
Amount of 2021–22 Title I, Part A funds expended or encumbered for direct or indirect services for homeless children	\$1,000

Warning

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California Department of Education

ation Consolidated Application

Motivated Youth Academy (37 68213 0129668)

Status: Draft Saved by: charter impact Date: 8/29/2022 10:14 AM

2021–22 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, <u>LWheeler@cde.ca.gov</u>, 916-319-0383 Karmina Barrales, Integrated Student Support and Programs Office, <u>KBarrales@cde.ca.gov</u>, 916-327-9692

Homeless services provided	Counselor support to students experiencing homelessness including linkages to community resources to provide basic needs including food security, housing security, health security, and a safe learning environment.
(Maximum 500 characters)	
No expenditures or encumbrances comment	
Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

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California Department of Education

Consolidated Application

Motivated Youth Academy (37 68213 0129668)

Status: Draft Saved by: charter impact Date: 8/24/2022 1:48 PM

2022–23 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Bill Dobson
Authorized Representative's Title	Interim Director
Authorized Representative's Signature Date	09/08/2022
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

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California Department of Education

Motivated Youth Academy (37 68213 0129668)

Status: Draft Saved by: charter impact Date: 8/24/2022 1:56 PM

2022–23 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, <u>LCAPAddendum@cde.ca.gov</u>, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District	
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter	06/23/2022
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Bill Dobson
Authorized Representative's Title	Interim Director

Warning The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

California Department of Education

Consolidated Application

Motivated Youth Academy (37 68213 0129668)

Status: Draft Saved by: charter impact Date: 8/24/2022 1:57 PM

2022–23 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved	Yes
the Application for Funding for the listed fiscal year	

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received	Yes
from the District English Learner Committee (if applicable) regarding the	
spending of Title III funds for the listed fiscal year	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant)	Yes
ESSA Sec. 1111et seq. SACS 3010	
Title II, Part A (Supporting Effective Instruction)	Yes
ESEA Sec. 2104 SACS 4035	
Title III English Learner	No
ESEA Sec. 3102 SACS 4203	
Title III Immigrant	No
ESEA Sec. 3102 SACS 4201	
Title IV, Part A (Student and School Support)	Yes
ESSA Sec. 4101 SACS 4127	

Warning
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Report Date:8/29/2022

R02

California Department of Education

Consolidated Application

Motivated Youth Academy (37 68213 0129668)

Status: Draft Saved by: charter impact Date: 8/24/2022 1:58 PM

2022–23 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, <u>HThomson@cde.ca.gov</u>, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at https://www.cde.ca.gov/fg/ac/sa/.

2022–23 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system	
(Maximum 500 characters)	

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California Department of Education

Consolidated Application

Motivated Youth Academy (37 68213 0129668)

Status: Draft Saved by: charter impact Date: 8/24/2022 2:26 PM

2020–21 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2020 through June 30, 2022.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, <u>ANg@cde.ca.gov</u>, 916-323-4636 Lisa Fassett (Program), Professional Learning Support & Monitoring Office, <u>LFassett@cde.ca.gov</u>, 916-323-4963

2020–21 Title II, Part A allocation	\$2,155
Transferred-in amount	\$0
Transferred-out amount	\$2,129
2020–21 Total allocation	\$26

Professional Development Expenditures

Professional development for teachers	\$0
Professional development for administrators	\$0
Consulting/Professional services	\$0
Induction programs	\$0
Books and other supplies	\$0
Dues and membership	\$0
Travel and conferences	\$26

Personnel and Other Authorized Activities

Certificated personnel salaries	\$0
Classified personnel salaries	\$0
Employee benefits	\$0
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0

Program Expenditures

Direct administrative costs	\$0
Indirect costs	\$0
Equitable services for nonprofit private schools	\$0
Total expenditures	\$26
2020–21 Unspent funds	\$0

Warning The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Report Date:8/29/2022

R02

Coversheet

Approval of MYA 2022-2023 Master Plan for English Learners

Section:XII. Education/Student ServicesItem:A. Approval of MYA 2022-2023 Master Plan for EnglishLearnersVotePurpose:VoteSubmitted by:VoteRelated Material:Submitted ServicesBUS EL Master Plan Item 9A Agenda 2022.09.08.pdfMotivated Youth Academy 2022-2023 English Learner Master Plan.pdf

MOTIVATED YOUTH ACADEMY

Agenda Item:

Date: September 8, 2022

	Correspondence/Proposals/Reports
	Consent Agenda
	Business/Financial Services
Х	Education/Student Services
	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X _____

Item is for Information Only:

Item: Approval of 2022-23 English Learner Master Plan

Background:

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1- The EL Master Plan was previously developed in conjunction with the Student Services department of the Collaborative Charter Services organization. The plan has been reviewed by an internal MYA team as MYA no longer contracts with a vendor for any component of the EL plan. Language was added to indicate the review and approval process of this plan was conducted by MYA staff

Fiscal Impact: None.

MYA English Learner Master Plan 2022-2023



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MASTER PLAN for ENGLISH LEARNERS

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Mission

MY Academy believes in equity, inclusivity, academic excellence, hope, service, feedback, and gratitude. MYA's mission is to create an equitable and individualized learning environment that supports every student and strengthens relationships between all MY Academy Educational Partners.

Core Values

- All are welcome
- We celebrate the small things
- We choose hope
- We are servant leaders
- Feedback is critical
- We pursue gratitude

Vision

MYA's vision is to be able to pivot and adapt to meet student needs and interests as they evolve and emerge in the 21st century.

Goals and Vision for English Learner Master Plan

Federal case law (Castañeda vs. Pickard, 648F.2d 989, 1981) requires that the main goals of the English Learner Program (ELP) are to develop the English language fluency of each English Learner as effectively and as efficiently as possible, and to develop mastery of the core curriculum comparable to native English speakers.

The court set forth the following standards for effective programs for English Learners:

- 1. The program is based on educational theory that is research-based, has proven methodology, and is recognized by experts in the field.
- 2. The programs or practices used are calculated to effectively implement the adopted theory, and
- 3. The program successfully produces results that indicate that language barriers are being overcome.

The ultimate goal of the Motivated Youth Academy English Learner Program is to embrace the Federal case law and support each English learner. The school's Master Plan for English Learners serves as a standard for consistent program implementation and evaluation of services for English Learners. With a common staff understanding of the goals and procedures, English Learners will receive consistent high-quality services designed to meet their academic and linguistic needs by:

- Providing all students with the opportunity to participate in high quality curricular activities that address academic standards
- Offering programs based on student need and sound educational pedagogy
- Maintaining consistent communication with parents
- Providing staff and parent training
- Embracing parent involvement in the educational process
- Providing a process for monitoring the effectiveness of the program
- Valuing bi-literacy as a skill that will assist the student in life

Home Language Survey

For all students in K–12, upon first enrollment in a California public school, the Local Education Agency (LEA) uses a standardized procedure to determine a student's primary language. This procedure begins with a home language survey (HLS), which is completed once by the parent or guardian at the time the student is initially enrolled in a California public school. The HLS should not be readministered every year nor readministered if a student enrolls in a new LEA. If the HLS is completed in error, the parent or guardian may make a request to change it prior to the assessment. However, once a student is identified as an EL on the basis of the results of the Initial ELPAC, and the student has been administered the Summative ELPAC, changing the HLS will not change the student's identification. While cumulative student records are in transit for a student transferring from another California School District, CALPADS shall be used to determine whether a student has a history of being an English Language Learner.

If a student has a history of being an English Learner, s/he will be given an annual Summative ELPAC assessment during the February 1st through May 31st test window. If a student is new to the California Public School System and answers any of the first three questions of the Home Language Survey (HLS) with a language other than English, further research will be done to determine if s/he will be given an Initial ELPAC assessment within 30 days of enrollment.

ELPAC Testing

State law (California Education Code [EC] sections 313 and 60810) and federal law (Titles I and III of the Every Student Succeeds Act [ESSA], the reauthorization of the Elementary and Secondary Education Act [ESEA]) require that LEAs administer a state test of English language proficiency (ELP) and develop an English Learner Progress Indicator (ELPI) for (1) newly enrolled students whose primary language is not English,

as an initial assessment; and (2) students who are English Learners (ELs), as a summative assessment. For California's public school students, this test is the ELPAC.

The Initial ELPAC has one purpose:

• To identify students who are ELs or are initial fluent English proficient (IFEP)

The Summative ELPAC has two purposes:

- To determine the level of ELP of EL students
- To assess the progress of EL students in acquiring the skills of listening, speaking, reading, and writing in English

All students in kindergarten through grade twelve (K–12), ages three through twenty-one, whose primary language is a language other than English must take the Initial ELPAC to determine whether they are ELs. This must be done within 30 calendar days after they are first enrolled in a California public school or 60 calendar days prior to instruction, but not before July 1, per ELPAC regulations. The Summative ELPAC must be given annually to students identified as ELs until they are reclassified to Fluent English Proficient (RFEP).

Using Initial and Summative Assessment Results

Once tests are scored by the testing agency, individual student score reports (SSRs) are loaded directly to both the parent and student portals of the school's student information system from the Test Operation Management System. Once scores are received, parents will also be informed of test results within 30 calendar days from the first day of the current school year via email and/or through US mail. Parents/guardians are notified of results in writing in a language they can understand (or orally, if they are unable to understand written communication). Parents will also be notified in any language of which 15% or more of the student population speaks in common. Additionally, each student's test results are uploaded to the charter's student information system and recorded on the English Language Master Tracking Spreadsheet. When a student withdraws from Motivated Youth Academy, a list of the student's test results will be printed from the student information system and included in the student's requested cume file.

ELPAC results are not used to measure academic achievement. The Initial ELPAC results are used to identify ELs who need to develop their skills in listening, speaking, reading, and writing in English. This information, used with other local assessments, assists LEAs and schools when making placement decisions for new students who are identified as ELs. The Initial ELPAC results also are used to identify students who are

IFEP and are able to participate in the regular (core) academic program without further English language supports. The Summative ELPAC results are used to see how well ELs are progressing annually toward ELP. (English Language Proficiency) This information is used to assist LEAs and schools in the ongoing process of program monitoring and evaluation. The Summative ELPAC results also form one of four criteria used to determine whether ELs are ready to be classified as RFEP on the basis of the reclassification process developed by the LEA, in accordance with state law.

Initial ELPAC Student Score Reports

The official score for the Initial ELPAC is produced once the LEA has entered and locked in the student's raw scores into the state assessment system. Individual student Initial ELPAC results include an overall scale score, which will indicate which of the three performance levels the student achieved: IFEP, Intermediate EL, and Novice EL.

There will be two composite performance levels produced: Oral Language (Speaking and Listening) and Written Language (Reading and Writing). The three performance levels are well developed, somewhat to moderately developed, and minimally developed.

The Initial ELPAC report includes the following information:

- An Overall performance level and scale score
- A performance level for each composite tested (Oral and Written Language)

Initial ELPAC Performance Level Descriptors are:

- Initial Fluent English Proficient (IFEP): Students at this level have well developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the "Bridging" proficiency level as described in the 2012 California English Language Development Standards, Kindergarten Through Grade 12 (2012 ELD Standards).
- Intermediate English Learner: Students at this level have somewhat developed to moderately developed oral (listening and speaking) and written (reading and writing) skills. This level captures a broad range of English learners, from those who can use English only to meet immediate communication needs to those who can, at times, use English to learn and communicate in meaningful ways in a

range of topics and content areas. They may need some degree of linguistic support to engage in familiar social and academic contexts (depending on the student, the level of support needed may be moderate, light, or minimal); they may need substantial to moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the entire "Expanding" proficiency level and to the lower range of the "Bridging" proficiency level as described in the 2012 ELD Standards.

 Novice English Learner: Students at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics. This test performance level corresponds to the "Emerging" proficiency level as described in the 2012 ELD Standards.

Summative ELPAC Student Score Reports

The official score for the Summative ELPAC is produced by the test contractor. Individual student Summative ELPAC results include an overall scale score and two composite scale scores which will indicate which of the four performance levels the student achieved. The four performance levels are: well developed (4), moderately developed (3), somewhat developed (2), and minimally developed (1).

Domain level performance will be reported as beginning, intermediate, and well developed on the ELPAC Student Score Reports. The Summative ELPAC report includes the following information:

- An Overall performance level and scale score
- A performance level and scale score for each composite tested (Oral and Written Language)
- A performance level for each domain tested (Listening, Speaking, Reading, and Writing)

Scale score ranges for each of the four performance levels are identified for Overall, Oral Language, and Written Language for all grades tested. These ranges incorporate the performance level cut scores approved by the SBE.

The Summative ELPAC Performance Level Descriptors are:

• Level 4: English Learners at this level have well developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn

and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the "Bridging" proficiency level as described in the 2012 California English Language Development Standards, Kindergarten Through Grade 12 (CA ELD Standards).

- Level 3: English Learners at this level have moderately developed oral (listening and speaking) and written (reading and writing) skills. They can sometimes use English to learn and communicate in meaningful ways in a range of topics and content areas. They need light-to-minimal linguistic support to engage in familiar social and academic contexts; they need moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the "Expanding" proficiency level through the lower range of the "Bridging" proficiency level as described in the CA ELD Standards.
- Level 2: English Learners at this level have somewhat developed oral (listening and speaking) and written (reading and writing) skills. They can use English to meet immediate communication needs but often are not able to use English to learn and communicate on topics and content areas. They need moderate-to-light linguistic support to engage in familiar social and academic contexts; they need substantial-to-moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the low- to mid-range of the "Expanding" proficiency level as described in the CA ELD Standards.
- Level 1: English Learners at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics. This test performance level corresponds to the "Emerging" proficiency level as described in the CA ELD Standards.

English Language Development (ELD) Standards

The state-adopted ELD Standards establish a framework for teachers to follow as they facilitate students' development of the skills necessary to meet grade-level standards in English language arts and the content areas. The standards describe what students should know and be able to do at each of the five levels of English proficiency. Each ELD standard is tied to one or more of the grade level English Language Arts Standards and serves as a measure for determining a student's progress toward meeting the

English Language Arts Standards. When students attain the early advanced proficiency level, they are expected to be reclassified and meet the same rigorous grade-level standards as native English speakers are expected to master.

Charter schools enrolling English Learners have a dual obligation, as do all LEAs, to provide a program for EL students designed to overcome language barriers and provide access to the core curriculum (Castañeda v. Pickard 648 F.2d 989, [5th Cir. 1981]). The CDE recognizes that both services, including classified ELD, must be an integral part of a comprehensive program for every English Learner. The CDE has informed administrators that charter schools are required to provide English learner instructional services that meet this dual obligation, and other services determined necessary by the charter school, immediately.

Link to ELD Standards:

http://www.cde.ca.gov/sp/el/er/documents/eldstndspublication14.pdf

English Language Mainstream Program

English Learners in Motivated Youth Academy will be placed in an English Language Mainstream Program. This instructional program is designed to promote the acquisition of high levels of English language proficiency, as well as access to the core curriculum. In the mainstream English program, English is the language of instruction for all subjects with no primary language support. Students in an English Language Mainstream Program will be supported by their primary instructor through the use of SDAIE strategies. Students may also be concurrently enrolled in an ELD support class. English Learners in the English Language Mainstream Program will receive ELD instruction until they are reclassified as English proficient. In the English Language Mainstream Program of Motivated Youth Academy:

- Core instruction in language arts, math, science and social science is taught in English using charter approved curriculum and SDAIE methodology
- English Language Learners receive ELD instruction which addresses the ELD standards in listening, speaking, reading and writing.
- Teachers working with EL students will be appropriately authorized, i.e. CLAD or equivalent.

SDAIE (Specially Designed Academic Instruction in English)

SDAIE is instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient pupils. Academic instruction through English is modified to meet the student's level of language proficiency. Teachers use

specialized strategies that enable students to understand, participate in and access the core curriculum. SDAIE is an instructional methodology, not a program. (EC 44253.2[b]).

SDAIE Strategies:

- Speak slowly and use repetition
- Visuals and realia
- Manipulatives available
- Activate prior knowledge
- Focus on the meaning
- Graphic organizer/Charts
- Preview-Review
- Gestures and facial expressions
- Self-selected reading
- Scaffolding (visual content, graphic organizers)
- Consistent and Immediate Feedback
- Summarizing and Re-Teaching
- Reciprocal Teaching

English Language Development (ELD) Instruction

English Learners in the Motivated Youth Academy participate in an instructional program that supports their acquisition of informal English and teaches them the patterns of formal academic English. The instruction is designed to provide for student experiences with English that are understandable and meaningful, enable the students to communicate with peers and adults, and thereby participate fully in the academic program. Motivated Youth Academy will create a personalized pathway of ELD instruction to build skills in English Language Arts (ELA). Students will take a diagnostic assessment at the beginning of the course to identify skill gaps. These students will have a targeted approach to building the specific skills that they need. Additionally, students may receive tutoring support services.

Instructional Materials to Support the CA CCSS (Common Core State Standards) for ELA/Literacy and CA ELD Standards

The State Board of Education adopts instructional materials for use by students in kindergarten through grade eight. LEAs- school districts, charter schools, and county offices of education- ARE NOT required to purchase state-adopted instructional materials according to EC Section 60210(a). If an LEA chooses to use non-adopted materials, it has the responsibility to adopt materials that best meet the needs of its students and to conduct its own evaluation of instructional materials. The review must

include a majority of classroom teachers from that content area or grade-level ED Section 60210(c). EC Section 60002 requires the LEA to promote the involvement of parents and other members of the community in the selection of instructional materials, in addition to teacher involvement.

ELA/literacy and ELD curricula should be well designed, comprehensive, and integrated.

The ability to read, write, and communicate with competence and confidence in English across a range of personal and academic contexts expands students' opportunities for career and college success, full and wise participation in a democratic society and global economy, and achievement of their personal aspirations. Moreover, skill in literacy and language provides individuals with access to extraordinary and powerful literature that widens perspectives, illuminates the human experience, and deepens understandings of self and others.

The CA ELD Standards are aligned to the CA CCSS for ELA/Literacy as they amplify (magnify and make clear) areas of English language development that are crucial for academic learning. The standards emphasize language learning as a social process and language itself as a complex and dynamic meaning-making resource. They promote the notion of supporting English Learners to develop awareness that different languages and variations of English exist and that their home languages and cultures are valuable resources in their own right and useful for building proficiency in English. Key Themes of ELA/Literacy and ELD Instruction

Instruction focuses on...

Meaning Making

Meaning making is at the heart of ELA/literacy and ELD instruction. It is the central purpose for interacting with text, producing text, engaging in research, participating in discussion, and giving presentations. It is the reason for learning the foundational skills and for expanding language. Meaning making includes literal understanding but is not confined to it at any grade or with any student. Inference making and critical reading, writing, and listening are given substantial and explicit attention in every discipline. Among the contributors to meaning making are language, knowledge, motivation, and in the case of reading and writing, the ability to recognize printed words and use the alphabetic code to express ideas.

Language Development

Language is the cornerstone of literacy and learning. It is with and through language that students learn, think, and express information, ideas, perspectives, and questions. The strands of the CA CCSS for ELA/ Literacy—Reading, Writing, Speaking and Listening, and Language—all have language at the core, as do the parts of the CA ELD Standards—Interacting in Meaningful Ways, Learning About How English Works, and Using Foundational Literacy Skills. Students enrich their language as they read, write, speak, and listen and as they interact with one another and learn about language. The foundational skills provide access to written language.

Effective Expression

Each strand of the CA CCSS for ELA/Literacy and each part of the CA ELD Standards includes attention to effective expression. Students learn to examine the author's craft as they read, analyzing how authors use language, text structure, and images to convey information, influence their readers, and evoke responses. Students learn to effectively express themselves as writers, discussion partners, and presenters, and they use digital media and visual displays to enhance their expression. They gain command over the conventions of written and spoken English, and they learn to communicate in ways appropriate for the context and task.

Content Knowledge

Content knowledge is a powerful contributor to comprehension of text. It also undergirds the ability to write effective opinions/arguments, narratives, and

explanatory/informational text; engage in meaningful discussions; and present ideas and information to others. It contributes significantly to language development, and it is fundamental to learning about how English works. Both sets of standards ensure that students can learn from informational texts and can share their knowledge as writers and speakers. An organized independent reading program contributes to knowledge. Content knowledge has a powerful reciprocal relationship with the development of literacy and language.

Foundational Skills

Acquisition of the foundational skills enables students to independently read and use written language to learn about the world and themselves; experience extraordinary and diverse works of literary fiction and nonfiction; and share their knowledge, ideas, stories, and perspectives with others. Students who know how to decode and develop automaticity with an increasing number of words are best positioned to make significant strides in meaning making, language development, effective expression, and content knowledge. At the same time, attention to those themes provides the very reason for learning about the alphabetic code and propels progress in the foundational skills.

(See the Resource Guide to the Foundational Skills at www.cde.ca.gov/ci/rl/cf/documents/foundskillswhitepaper.pdf.)

Parent Notification of Programs

All parents of English Learners, regardless of proficiency, must be notified at initial enrollment and annually, in writing, of program placement of their children and must also be provided with a description of our program, including educational materials used in this program and their entitlement to request a waiver. The information must be provided in a language the parents understand within 30 days of enrollment.

Monitoring of Long Term English Learners

Long-term English Learners (LTEL) are defined as students who are in grades 6 to 12, have been enrolled in U.S. schools for more than six years, have remained at the same level of English for two or more years as measured by the state's annual proficiency exam, and have scored "standard not met" or "standard nearly met" on the CAASPP ELA assessment.

ELs with little or no English proficiency need more time than native-English speakers to meet grade-level benchmarks in English and state mandated testing targets. Schools

must monitor student progress to assure that additional and appropriate learning opportunities are provided in English language development and in reading, writing and other academic content areas in order to close the achievement gap.

Benchmark assessments, course grades, and the CAASPP assessments, along with the number of years a student has been classified as an EL student are used to determine if a student is making the appropriate movement toward becoming RFEP.

If, despite the implementation of school wide interventions and supports, a student is still not making "adequate progress", the school will hold a Student Study Team meeting to discuss the lack of progress. Further evaluation and intervention will be planned by the SST team to support students who are not meeting interim benchmarks. Interventions will be noted and filed on the EL Master Tracking Spreadsheet, in their cumulative folder and/or in a collaborative Google document. Additionally, parents will be notified annually if their student is at risk for becoming a LTEL or has been classified as a LTEL.

Meeting the Needs of Long Term English Learners

The National Education Association's Publication: Meeting the Unique Needs of Long Term English Language Learners, A Guide for Educators provides valuable research-based information and best practices to guide schools and LEAs in supporting students at risk for becoming Long Term English Learners (LTEL).

https://www.rcoe.us/educational-services/files/2012/08/NEA_Meeting_the_Unique_Nee ds_of_LTELs.pdf

Elementary School Strategies and Programs that Prevent the Creation of Long Term English Language Learners:

The trajectory of a Long Term English Language Learner begins in elementary school. Taking the necessary steps early enough can help prevent an entire new generation of long term ELL students. Successful elementary school programs offer high-quality language development programs and strategies that are consistent across grade levels.

 English Language Development/English as a Second Language: Dedicated, daily, and standards-based ELD/ESL programs address the specific needs of students at each fluency level and support instruction with quality materials that focus on all four language domains—with a major emphasis on building a strong oral language foundation; using language for interaction and meaning-making; and developing complex, precise, and academic language.

- Home language development: Programs that develop students' home language (oral and literacy) to threshold levels are a strong foundation for developing English literacy and academic success (at least through third grade, more powerfully through fifth grade, and optimally, ongoing throughout a students' education). Teaching students to read in their first language promotes higher levels of reading achievement in English and provides students the benefits of bilingualism.
- Use curriculum, instruction, and strategies. Use resources that promote transfer between English and the home language.
- Enriched oral language development: Emphasize oral language throughout the curriculum.
- Modified instructional strategies and supplemental materials provide access to academic content.
- Program coherence and consistency: Provide coherence and consistency of program across grades, including, wherever possible, articulation and alignment with preschool.
- High-quality literature: Provide students/LTELs with exposure to high-quality literature and complex and expressive language.

Seven Basic Principles for Meeting the Needs of Middle and High School Long Term English Language Learners

Seven basic principles lie at the heart of successfully educating middle and high school Long Term English Language Learners:

- Urgency: Focus urgently on accelerating LTEL progress towards attaining English proficiency and closing academic gaps.
- Distinct needs: Recognize that the needs of LTELs are distinct and cannot adequately be addressed within a "struggling reader" paradigm or a generic "English Language Learner" approach, but require an explicit LTEL approach.
- Language, literacy, and academics: Provide LTELs with language development, literacy development, and a program that addresses the academic gaps they have accrued.
- Home language: Affirm the crucial role of home language in a student's life and learning, and provide home language development whenever possible.
- Three R's: rigor, relevance, and relationships: Provide LTELs with rigorous and relevant curriculum and relationships with supportive adults (along with the supports to succeed).
- Integration: End the ESL ghetto, cease the sink-or-swim approach, and provide maximum integration without sacrificing access to LTEL supports.

• Active engagement: Invite, support, and insist that LTELs become active participants in their own education.

Instructional Support System

The Charter School is committed to closing the achievement gap for all students, including English Learners. The Instructional Support System for English Learners is a part of the standards based system of instruction, assessment, monitoring and evaluation provided for all students.

The Instructional Support System for English Learners is designed to provide the mechanisms for recording EL achievement, detecting academic deficits and monitoring the effectiveness of interventions.

To ensure all students will catch up to their grade-level peers, we have the following essential elements:

1. All English Learners are held to the same Charter-adopted curriculum and performance standards in the core curricular areas as all other students.

2. All English Learners participate in a program of curriculum and instruction that is aligned to state content standards, and designed to reduce all language barriers.

- The English Learner program is designed to assure that participating EL students acquire English and learn grade-level academic content simultaneously and to the greatest extent possible.
- Components of this program include: ELD, grade-level core curriculum and assessment.

3. The Instructional Support System for English Learners includes an assessment and reporting process of student academic achievement for all students, including English Learners. The use of multiple measures, the disaggregating of student achievement data, and the regular reporting of student achievement data are integral components of the Charter assessment and reporting process and recorded on the EL Master Tracking Spreadsheet.

4. The performance of EL and RFEP students are monitored:

- Students identified in need of interventions are provided the appropriate intervention aimed at filling in gaps in content knowledge so that ELs can gain full access to grade-level core content instruction in a reasonable period of time.
- Any areas of deficiency are noted and appropriate modifications in instructional programs or student support systems are identified.

The Instructional Support System described here for ELs is based on five (5) essential elements that include: Adopted curriculum standards; curriculum and instruction aligned with adopted standards; assessment and reporting; charter and site level monitoring and intervention; and program evaluation.

1. Adopted Curriculum Standards

In Motivated Youth Academy each English Learner is held to the same charter adopted curriculum standards in the core curricular areas of English Language Arts, math, history-social science and science as every other charter student. In addition, each EL student is expected to demonstrate mastery of the adopted ELD standards.

2. Curriculum and Instruction Aligned with Adopted Standards

Motivated Youth Academy supports each English Learner in his/her appropriate level of language development in the core courses. Each English Learner participates in an instructional program with state adopted materials that are aligned to charter and state standards. Staff members, through articulation meetings, discuss and interpret data on English Learner students to address the issues surrounding English Learners who may have been in the educational system for some time and seem to be unable to move beyond this level.

3. Assessment and Reporting

Motivated Youth Academy administers all state mandated examinations. ELPAC assessments and ongoing multiple measures are used to assess student proficiency. Results are entered onto the EL Master Tracking Spreadsheet for instructional planning and monitoring. Overall student results are shared with the CEO and governing board.

4. Monitoring and Intervention.

English Learner's assessment results are recorded on the EL Master Tracking Spreadsheet. The results are monitored to evaluate student learning in order to inform instruction and provide interventions as needed. When, according to on-going assessments, students are unable to meet interim expectations in academic content, students shall be referred by teachers and parents to receive academic interventions and support that enable them to overcome any academic deficits before they become irreparable. The intervention itself will directly target the identified academic need. Delivery of the intervention shall be monitored and documented. The effectiveness of the intervention will then be determined based on student work and assessments.

Note: When Special Education students, identified as ELs, are not making adequate progress Special Education teachers must schedule an IEP meeting to discuss further interventions.

Staffing Authorizations

Under the management of the Director of Human Resources, Motivated Youth Academy takes an active role in the recruitment and staffing of authorized personnel for all English Learner programs and makes it a priority to hire CLAD or equivalent teachers. Teachers providing instruction in a Mainstream English Program shall be authorized to provide appropriate core content and ELD instruction. This is achieved via a CLAD or equivalent authorization.

Teachers who are not currently authorized, but who are working with English Learners, shall be required to sign a memorandum of understanding stipulating that they will be actively participating in professional development designed to secure an appropriate authorization within two years. The HR Department will then monitor attendance at professional development activities to ensure that such teachers remain on track to complete the necessary training for their authorizations.

Professional Development

Motivated Youth Academy provides ongoing professional development opportunities to all teachers and staff working with English Learners. The goal of this training is to help educators acquire specific skills needed to work with English Learners in the areas of ELD instruction, comprehensible core content instruction, program designs, curriculum expectations, and processes and services for English Learners. Training should also focus on multiculturalism and up-to-date research and pedagogy for English Learners to receive equitable and accessible support and opportunities to achieve and reach their goals.

Staff development opportunities include, but are not limited to the following:

- ELD Standards
- ELPAC assessment and identification levels
- ELD strategies and instruction
- SDAIE strategies and instruction
- Differentiated instruction
- EL Master Tracking Spreadsheet and EL Cumulative file training
- Shared Best Practices

To ensure that all staff working with parents of EL students are appropriately trained, training participation and completion is documented.

Reclassification

California Education Code (EC) Section 313 and the California Code of Regulations (5CCR) Section 11308 require that each English Learner who 1) has demonstrated English language proficiency comparable to that of the average native English speaker and 2) who can participate effectively in a curriculum designed for pupils of the same age whose native language is English be Reclassified Fluent English Proficient (RFEP). Motivated Youth Academy recognizes the importance and irreversibility of this item and has established the following criteria and process to fully address this obligation.

Once a student has demonstrated that he/she is ready to participate fully in all English instruction without special support services, the student is ready for reclassification.

Reclassification Criteria

Motivated Youth Academy uses the following criteria to reclassify EL students to RFEP status:

- Summative ELPAC Overall Score of 4
- Teacher Evaluation
- Parent Approval
- Smarter Balanced and/or Local Assessments can also be used in determining student readiness for reclassification

Reclassification Process

Reclassification is the culmination of an EL student's participation in the program for English Learners and is conducted each year when ELPAC score reports are received by the charter. Based on the above reclassification criteria, if a student is deemed to qualify for reclassification, a letter will be drafted by the administration. The letter will include all data pertinent to the reclassification. Once the letter has been signed by the administration and the parents of the student, the reclassification will take place. The language acquisition status of the student will be updated in the student information, on the EL Master Tracking Spreadsheet and ultimately in the state reporting system (CALPADS). Additionally, all teachers associated with the student will be informed of the reclassification.

Monitoring of Reclassified Students

The No Child Left Behind Act of 2001, Title III requires that reclassified students be monitored for a period of at least 24 months following reclassification. The school's Lead, teachers, parents, and the assessment Lead supervise the process of monitoring reclassified students. School staff will use the Smarter Balanced assessment, local multiple measure scores, and teacher assessments and observations to semi-annually monitor the progress of RFEP students for a period no less than four (4) years after reclassification. Student performance shall be reviewed at each progress reporting period. Those students found to be regressing in their academic performance will be referred to receive an academic intervention in the specific area of need. This monitoring of RFEP students is recorded on the EL Master Tracking Spreadsheet.

English Learners in Special Education

In accordance with the ED guidance issued in July 2014, the ED requires that all ELs with disabilities participate in the state's ELP assessment. Federal law requires that all ELs with disabilities participate in the state ELP assessment in the following ways, as determined by the IEP team:

- In the regular state ELP assessment without universal tools, designated supports, and accommodations
- In the regular state ELP assessment with universal tools, designated supports, and accommodations determined by the IEP team or Section 504 team
- In an alternate assessment aligned with the state's ELD standards, if the IEP team determines that the student is unable to participate in the regular ELP assessment with or without universal tools, designated supports, and accommodations

Role of the IEP Team

The IEP team is an essential component in establishing the appropriate academic and functional goals, determining the specifically designed instructional program to meet the unique needs of all ELs with disabilities, and making decisions about how students can

participate in the state ELP assessment. In accordance with the new ED guidance, the IEP team is responsible for:

- Making decisions about the content of a student's IEP, including whether a student must take a regular state assessment (in this case, the ELPAC assessment), with or without appropriate universal tools, designated supports and/or accommodations, or an alternate assessment in lieu of the regular ELPAC assessment (ED, July 2014, FAQ #4).
- Developing an IEP for each student with a disability, including each EL with a disability, at an IEP team meeting, which includes school officials and the child's parents/guardians. The Individuals with Disabilities Education Act (IDEA) regulation in Code of Federal Regulations, Title 34, (34 CFR) Section 300.321(a) specifies the participants to be included on each child's IEP team. It is essential that IEP teams for ELs with disabilities include persons with expertise in English language acquisition and other professionals, such as speech-language pathologists, who understand how to differentiate between English proficiency development and a disability (ED, July 2014, FAQ #5).
- Ensuring that ELs' parents or guardians understand and are able to meaningfully participate in IEP team meetings at which the child's participation in the annual state ELP assessment is discussed. If a parent whose primary language is other than English is participating in IEP meetings, the IDEA regulations require each public agency to take whatever action necessary to ensure that the parent understands the proceedings of the IEP team meeting, including arranging for an interpreter (34 CFR Section 300.322[e]). When parents themselves are ELs, Title VI of the Civil Rights Act of 1964 also requires that the LEA effectively communicate with parents in a manner and form they can understand, such as by providing free interpretation and/or translation services (ED, July 2014, FAQ #6).
- Ensuring that all ELs, including those with disabilities, participate in the annual state ELPAC assessment, with or without universal tools, designated supports, and accommodations or take the Alternate ELPAC, if necessary (ESSA Section 1119[b][7] and IDEA Section 612[a][16][A]). An IEP team cannot determine that a particular EL with a disability should not participate in the annual state ELP assessment (ED, July 2014, FAQ #7).

IEP teams will ensure that each English Learner receives appropriate services to develop English proficiency and have equitable access to the full curriculum. Each English Learner's IEP shall include linguistically appropriate goals and objectives based on the student's level of English proficiency and based on the ELD standards. Such goals and objectives will fully address ELD and core content instruction. Each IEP shall

also clearly delineate the person(s) and/or programs responsible for providing each instructional service. A parental exception waiver is not required for an English Learner whose IEP indicates that instructional services will be provided through an Alternative Program.

SpEd: Assessment

Students whose initial Home Language Survey indicates that a language other than English is spoken will be assessed on the ELPAC test within the first 30 days of school annually. ELPAC testing is considered to be one of the state's standardized tests; therefore, accommodations/modifications provided in the IEP for any standardized test will apply. SpEd students with an existing EL classification will be assessed annually. If a student is slated to take the ELPAC test, who also would qualify for the CAA, the Special Education Director will be notified so that we can evaluate the need for the Alternate ELPAC.

SpEd: Classification

Students who are classified as English Learners MUST have their ELD needs addressed as part of their Individualized Education Program (IEP). Students who have been reclassified as Fluent English Proficient (RFEP) or who were initially identified as Initially Fluent English Proficient (IFEP) are *not* considered English Learners for the purpose of the IEP. Their progress is still monitored, but ELD does not need to be addressed on the IEP.

Needs of English Learners

The needs of English Learners are addressed in several places on the IEP:

Student Information:

- Is the student an English Learner?
- What is the student's primary language?
- Proficiency Level and Date: Overall ELPAC proficiency level and scaled score from most recent annual assessment (This information can be obtained from the English Learner/Assessment Lead, the SIS, the EL Master Tracking Spreadsheet or from the English Learner folder that is part of the student's cumulative file)
- Is an interpreter required? (*for the parents*) Indicate the language for the interpreter.

Present Levels:

- Most recent ELPAC scores should be listed for each domain area (list performance level as well as scaled score)
- Academic Skills: In addition to the academic data usually included, it should be indicated how the student's English language development needs, if any, will be addressed in each academic area. For each area on the ELPAC that falls below level 3, the student's IEP must have a goal written to address that area (i.e. listening, speaking, reading, and/or writing).
- *Communication*: Information on the student's language development should be specified in this section of the IEP, including the student's primary language and how the student's language development (expressive and receptive) relates to his/her ability to communicate with others and its impact on his/her school performance.

Special Factors:

• Testing Accommodations/Modifications: If the student needs the same accommodations or modifications as are being used on the CAASPP tests, the box next to "Other statewide/charter assessments" will be checked and "Same as Above" for the listed accommodation/modification will be written.

Annual Goals:

- Each English Learner's IEP shall include linguistically appropriate goals and objectives based on the student's level of English proficiency and based on the ELD standards. Such goals and objectives will fully address ELD and core content instruction. Each IEP shall also clearly delineate the person(s) and/or programs responsible for providing each instructional service.
- For each area on the ELPAC that falls below level 3, the student's IEP must have a goal written to address that area (i.e. listening, speaking, reading, and/or writing).
- Ensure that goals are linguistically appropriate (see below)

Services:

 If the student requires any supplemental aids or services or any special education services to enable the student to benefit from their ELD services or setting, they will be listed in the IEP. If the IEP team determines that the student's program should be modified from that of other ELD students in order to meet the student's unique educational needs, that modification should be listed in the IEP.

Writing Linguistically Appropriate Goals and Benchmarks-

- Based on the most recent ELPAC results and other information on the Present Levels page, identify the "Areas of Need" that the IEP goals will address in listening, speaking, reading and writing.
- In the *Baseline* section, describe what the student is currently able to do in the skill area of need and indicate the ELPAC proficiency level in parenthesis.
 - For example: Area of Need: Writing, *Baseline*: Student is able to write simple sentences with some errors in grammar and syntax (ELPAC Writing - Level 1)
- Write (or modify from a goal bank selection) an annual goal to ensure that it is linguistically appropriate and includes the words "in English."
 - For example: By (*date*), following teacher-led prewriting activities, (*student name*) will compose a single paragraph in English including a topic sentence, three supporting sentences and a concluding paragraph with % accuracy in of trials as measured by student work samples.

Note: It is best practice to insert the phrase "**in English**" to emphasize the language component of the goal.

Check the "Linguistically Appropriate" box to indicate the goal is linguistically appropriate to meet the student's English language development needs.

Special Education EL Reclassification

In some cases, an IEP team may find that it is the disability that interferes with a student's ability to demonstrate English fluency due to Communication Disorders and/or Cognitive Disabilities. In these cases, the IEP team assesses student progress and considers reclassification of the student to RFEP status. Ideally, this should be done as early as possible; as soon as one to two summative test administrations, or as soon as there is reasonable evidence that it is a student's disability that is prohibiting English Language Acquisition.

The Administrative Designee and/or Case Manager should include the rationale for reclassification.

Avoid:

• Focusing on family history. Instead, focus on assessment results and the impact of the disability.

- Including parents' wishes for reclassification or opinion as to the validity of ELPAC scores or current English learner status. Instead, focus on the needs of the child.
- Basing recommendation for changing EL status on the belief of the parent(s) or team members that the EL status or Home Language Survey was erroneous to begin with and therefore the student should never have been classified as EL. This is a matter outside of the scope of the IEP team and cannot be the basis for the team's recommendation for reclassification.

If the recommendation for reclassification is taking place as part of the student's initial IEP or annual review, then all other pages of the IEP are completed to reflect the recommendation that the student is to be reclassified as RFEP (Reclassified Fluent English Proficient). If the recommendation for reclassification is taking place between annual reviews, then in addition to completing the IEP Team Recommendation for Reclassification of Special Education English Learners form, an IEP Amendment meeting and form must also be completed. All applicable staff should be a part of the reclassification meeting. If the team decides to reclassify the student as RFEP, the Special Education teacher or Case Manager will include a copy of the IEP Team Recommendation for Reclassification of Special Education English Learners form in the EL file, will update the EL Master Tracking Spreadsheet and follow all other reclassification procedures. These procedures include notifying the assessment and accountability department of the reclassification. Because this is an IEP team recommendation, the parents must be part of the decision. If the reclassification is not agreed upon, the IEP team must ensure that the IEP continues to address the needs of the student who remains classified as an English learning student.

Parent Advisory Committees

An English Learner Advisory Committee (ELAC) is a school-level committee composed of parents, staff, and community members designated to advise school officials on English learner programs and services and is required for any California public school with 21 or more English Learners. The ELAC shall be responsible for the following tasks:

- Advising the principal and staff in the development of a site plan for English learners and submitting the plan to the School Site Council for consideration of inclusion in the School Plan for Student Achievement.
- Assisting in the development of the schoolwide needs assessment.
- Ways to make parents aware of the importance of regular school attendance.

• Each ELAC shall have the opportunity to elect at least one member to the District English Learner Advisory Committee (DELAC). Districts with 31 or more ELACs may use a system of proportional or regional representation.

Parents or guardians of English Learners shall constitute at least the same percentage of the ELAC membership as their children represent the student body and the parents or guardians of English Learners shall elect the parent members of ELAC. Parents or guardians of English Learners shall be provided the opportunity to vote in the election.

ELAC members shall receive training materials and training which will assist them in carrying out their required advisory responsibilities. Training shall be planned in full consultation with committee members, and funds from appropriate resources may be used to meet the costs of providing the training to include costs associated with the attendance of members at training sessions. ELAC meeting agendas will be posted on the school website.

Legal References

- California Education Code, sections 35147, 52176(b) and (c), 62002.5, and 64001(a)
- California Code of Regulations, Title 5, Section 11308

The goal of the Parent Advisory Committee is to promote positive collaboration between parents and the Motivated Youth Academy:

- Includes parents and community members in the decision-making, planning and evaluation of English Learner Master Plan.
- Develop a working partnership between parents and the schools to provide equal access to education for all students.
- Promote open communication with parents and community members

Accountability and Evaluation

California has been working for the past several years to improve education at the state level. The goal is to increase the academic achievement of all students by creating a coordinated system through the use of content and performance standards. In response to statewide accountability reform, Motivated Youth Academy provides clearly-defined standards and expectations for student learning and has a primary goal that all students will meet the charter's academic content and performance standards. Through the Motivated Youth Academy assessment program, the assessment and accountability department carefully considers what students are asked to do, how student performance is evaluated and how evaluation results are used. The assessment program is responsive to the developmental differences, linguistic differences, and special needs of English Learners. Through multiple forms of assessment, Motivated Youth Academy is able to determine to what degree English Learners are achieving English proficiency and meeting academic achievement goals.

Motivated Youth Academy's assessment practices with respect to English Learners are designed to:

- Assess and monitor language development by time in program
- Assess academic achievement in meeting grade level core standards
- Assess progress of ELs achieving ELD grade level standards
- Ensure learning opportunities in reading and writing are provided
- Monitor that targeted interventions are working

Assessment data is compiled, analyzed and reported by the Data and Assessment Department. Their reports are then analyzed by the Executive Director and other school administrators to produce a set of suggested program modifications which are then shared with the local Board of Directors, leads, teachers, and EL parents for additional input and approval.

Motivated Youth Academy annually determines the number and percentage of EL students who have become RFEP through ongoing uploads of information to CALPADS. CALPADS reports the actual count of EL, IFEP, and RFEP students during the calendar year as well as the number of teachers providing and authorized to provide appropriate instruction for English Learners.

Coversheet

Approval of 2022-23 Motivated Youth Academy Board of Directors and Interim Director Goals

Section:	XIII. Personnel Services
Item:	A. Approval of 2022-23 Motivated Youth Academy Board of
Directors and Interim Director Goals	
Purpose:	Vote
Submitted by:	
Related Material:	Smart Goals PDF_2022-2023_Bill Dobson.pdf

MOTIVATED YOUTH ACADEMY

SMART GOALS

Bill Dobson

2022-2023

GOAL #1 Professional

I will engage in ongoing collaboration with the Board, CEO, and professional organizations to continue my professional development and complete my Preliminary Administrative Credential as a school administrator and leader of Motivated Youth Academy.

California Administrator Performance Expectations (CAPE)

- 1: DEVELOPMENT & IMPLEMENTATION OF A SHARED VISION
- 2: INSTRUCTIONAL LEADERSHIP
- 3: MANAGEMENT AND LEARNING ENVIRONMENT
- 4: FAMILY AND COMMUNITY ENGAGEMENT
- 5: ETHICS AND INTEGRITY
- 6: EXTERNAL CONTEXT AND POLICY

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Evidence of Goal #1

- 1: DEVELOPMENT & IMPLEMENTATION OF A SHARED VISION • CAPE 1B = Parent Participation in School Site Council
- 2: INSTRUCTIONAL LEADERSHIP
 - CAPE 2A = Preliminary Administrative Services Credential
 - 3: MANAGEMENT AND LEARNING ENVIRONMENT
 - CAPE 3A = CCSA, CSDC, CCIS and A+ Trainings and Meetings
 - 4: FAMILY AND COMMUNITY ENGAGEMENT
 - CAPE 4A, 4B = SDCOE Community Engagement Meetings
- 5: ETHICS AND INTEGRITY
 - CAPE 5A = SDCOE Charter Leaders Quarterly Meetings
- 6: EXTERNAL CONTEXT AND POLICY
 - CAPE 6A = Young, Minney & Corr Trainings



I will collaborate with the CEO, Charter Impact representatives, and Educational Partners to ensure Motivated Youth Academy is working toward maintaining good fiscal health, which includes a balanced budget with no deficit spending, cash flow of no less than 15 days per month, and a projected fund balance of 10%, while meeting the academic and social/emotional needs of MYA students.

- 1: DEVELOPMENT & IMPLEMENTATION OF A SHARED VISION
- 3: MANAGEMENT AND LEARNING ENVIRONMENT

Evidence of Goal #2

- 1: DEVELOPMENT & IMPLEMENTATION OF A SHARED VISION
 CAPE 1A = Monthly MYA All Staff Meetings
 - CAPE 1B = LCAP Development
 - CAPE 1C = WASC Mid-Cycle Review
 - 3: MANAGEMENT AND LEARNING ENVIRONMENT
 - CAPE 3A = Monthly MYA Leadership Team Meetings
 - CAPE 3B = Meetings with Acacia HR Solutions
 - CAPE 3C = Weekly MYA Cabinet Meetings
 - CAPE 3D = Weekly Meetings with Charter Impact



• I will collaborate with MYA staff, Educational Partners, and community agencies throughout San Diego County to increase student enrollment by 20% and increase ADA by 10%.

- 1: DEVELOPMENT & IMPLEMENTATION OF A SHARED VISION
- 4: FAMILY AND COMMUNITY ENGAGEMENT
- 6: EXTERNAL CONTEXT AND POLICY

Evidence of Goal #3

- 1: DEVELOPMENT & IMPLEMENTATION OF A SHARED VISION
 O CAPE 1C = School Highlights, Wednesday Wisdom
 - 4: FAMILY AND COMMUNITY ENGAGEMENT
 - CAPE 4A, 4B = SDCOE Community Engagement Meetings
 - 6: EXTERNAL CONTEXT AND POLICY
 - CAPE 6A = CDE, SDCOE and Young, Minney & Corr Trainings
 - CAPE 6B = Coaching Sessions with CEO and Board Consultant

MOTIVATED YOUTH ACADEMY

Questions?

Next Steps?

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Coversheet

Approve 2022-23 Interim Director Evaluation Process, Timeline, Evaluators, Evaluation Pay, and Evaluation Template

Section:XIII. Personnel ServicesItem:B. Approve 2022-23 Interim Director Evaluation Process,Timeline, Evaluators, Evaluation Pay, and Evaluation TemplatePurpose:VoteSubmitted by:Related Material:Interim Director Motivated Youth Academy 2022-23 Annual Goals & Progress.pdf

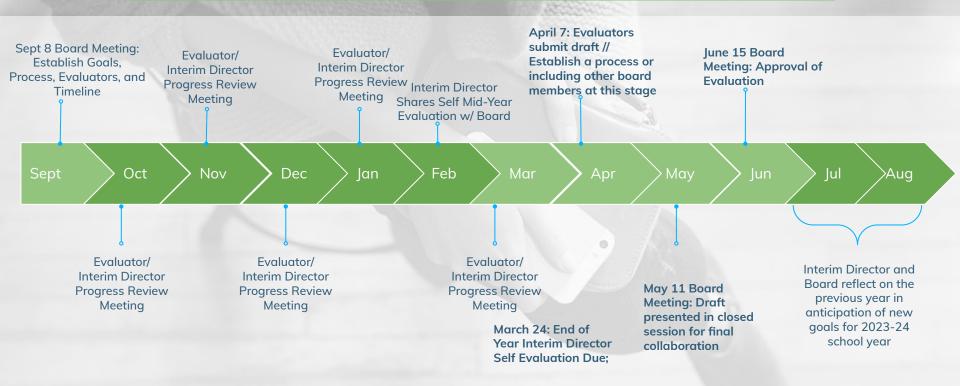
MOTIVATED YOUTH ACADEMY

Interim Director Annual Goal & Progress Bill Dobson

September 8, 2022

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CAPE Standards

California Administrator Performance Expectations

Interim Director will be evaluated on efficacy in the following CAPE standards:

Standard 1: Development and Implementation of a Shared Vision Standard 2: Instructional Leadership Standard 3: Management and Learning Environment Standard 4: Family and Community Engagement Standard 5: Ethics and Integrity Standard 6: External Context and Policy



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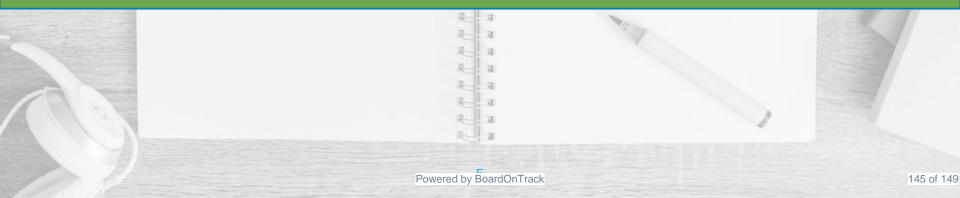


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Goal #2

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I will collaborate with MYA staff, Educational Partners, and community agencies throughout San Diego County to increase student enrollment by 20% and increase ADA by 10%.



2022/23 Motivated Youth Academy Interim Director Evaluation Template

Evaluator Selection

For your consideration: A two person committee

NY academy MOTIVATED YOUTH ACADEMY

Evaluator Compensation

Evaluator will be paid from October-June:

- → \$450 per month
- → \$3,600 per evaluator
- → \$7,200 Fiscal Impact.



