



MY Academy

Regular Meeting of the Board of Directors

Published on May 5, 2023 at 4:42 PM PDT

Date and Time

Thursday May 11, 2023 at 9:00 AM PDT

Location

Regus - Gateway Chula Vista
333 H Street, Suite 5000
Chula Vista, CA 91910

Join by telephone or via Zoom conferencing link below:

Dial by your location

+1 213 338 8477 US (Los Angeles)

+1 669 900 6833 US (San Jose)

Meeting ID: 917 1407 0465

<https://cal-pacs-org.zoom.us/j/91714070465>

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.

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

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

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. Call the Meeting to Order		Board President	1 m
B. Record Attendance		Board President	1 m
Roll Call:			
William Hall, President			
Michael Humphrey, Vice President			
Steve Fraire, Clerk			
Peter Matz, Member			
Larry Alvarado, Member			
II. Pledge of Allegiance			9:02 AM
A. Led by Board President or designee.		Board President	2 m
III. Approve/Adopt Agenda			9:04 AM
A. Approve Agenda	Vote	Board President	2 m
It is recommended the Board of Directors adopt as presented, the agenda for the Regular Board meeting of May 11, 2023.			
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Peter Matz			
Larry Alvarado			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

	Purpose	Presenter	Time
IV. Approve Minutes			9:06 AM
A. Minutes of the Regular Board Meeting that was held on March 9, 2023 Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____	Approve Minutes	Board President	1 m
B. Minutes of the Special Board Meeting that was held on April 6, 2023 Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____	Approve Minutes	Board President	1 m
C. Minutes of the Board of Directors Study Session that was held on April 6, 2023 Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____	Approve Minutes	Board President	1 m

	Purpose	Presenter	Time
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V. 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.

VI. Adjourn to Closed Session**9:09 AM**

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

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

A.	Closed Session	Discuss	Board President	30 m
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1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Gov. Code Section 54956.9(d)(1))

a. TR v. The Collaborative Charter Services Organization, et al.

b. YL v. The Collaborative Charter Services Organization, et al.

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Pursuant to Government Code 54957

a. Performance Evaluation, Interim Director

VII. Reconvene Regular Meeting**9:39 AM**

A.	Report out any action taken in closed session.	Discuss	Board President	2 m
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VIII. 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

	Purpose	Presenter	Time
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.			
IX. Correspondence/Proposals/Reports			9:41 AM
A. School Highlights, Presented by Melissa Blitzstein, Interim Assistant Director	Discuss	Melissa Blitzstein	10 m
B. California Assessment of Student Progress and Performance (CAASPP) and Physical Fitness Testing (PF) Participation Update	Discuss	Melissa Blitzstein	10 m
C. Financial Update, Presented by Roger Castillo, Director of Client Finance, Charter Impact	Discuss	Roger Castillo	10 m
X. Consent			10:11 AM
Items listed under Consent are considered routine and will be approved/adopted by a single motion. There will be no separate discussion of these items; however, any item may be removed from the Consent upon the request of any member of the Board, discussed, and acted upon separately.			
A. Consent - Business/Financial Services			1 m
1. Check Register - March 2023 2. Check Register - April 2023 3. Approval of BoardOnTrack Membership Agreement 2023-24 (Renewal)			
B. Consent - Personnel Services			1 m
1. Approval of Certificated Personnel Report 2. Approval of Classified Personnel Report			
C. Consent - Policy Development	Vote	Board President	1 m
Approval of existing board policies revised, reviewed, and eliminated by staff for the 2022-2023 school year.			
Board Policies: Revised			

	Purpose	Presenter	Time
The following are current policies that have been revised to provide clarity or alignment with changes in law or procedures.			

1020 Series - Community Relations

1020-MYA School Sponsored Field Trips & Cultural Excursions Policy

Consent items listed A through C are considered routine and will be approved/adopted by a single motion.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

XI. Business/Financial Services**10:14 AM**

- | | | | | |
|-----------|--|------|-------------|------|
| A. | Approval of Services Fee Agreement with CFOMW Tax, LLC | Vote | Bill Dobson | 10 m |
|-----------|--|------|-------------|------|

It is recommended the Board approve the Services Fee Agreement with CFOMW Tax, LLC for Motivated Youth Academy (#1628).

Fiscal Impact: Not to exceed 10% of the total amount paid to MYA, estimated at \$46,000.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

- | | | | | |
|-----------|---|------|-------------|-----|
| B. | Approval of Regus Premier Offices Agreement 2023-24 (Renewal) | Vote | Bill Dobson | 5 m |
|-----------|---|------|-------------|-----|

	Purpose	Presenter	Time
<p>It is recommended the Board approve the Regus Premier Offices Agreement for Motivated Youth Academy (#1628), effective July 1, 2023 through June 30, 2024.</p> <p>Fiscal Impact: \$25,548</p> <p>Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____</p>			
C.	Approval of Keyn Solutions IT Support Contract 2023-24 (Renewal)	Vote Bill Dobson	5 m
<p>It is recommended the Board approve the Keyn Solutions IT Support Contract for Motivated Youth Academy (#1628), effective July 1, 2023.</p> <p>Fiscal Impact: \$37,800</p> <p>Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____</p>			
D.	Approval of Acacia HR Solutions Service Agreement 2023-24 (Renewal)	Vote Bill Dobson	5 m
<p>It is recommended the Board approve the Acacia HR Solutions Service Agreement for Motivated Youth Academy (#1628).</p> <p>Fiscal Impact: \$36,000</p> <p>Roll Call Vote: William Hall Michael Humphrey</p>			

	Purpose	Presenter	Time
Steve Fraire Peter Matz Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			
E.	Approval of Parsec Education Service Agreement	Vote	Bill Dobson
	It is recommended the Board approve the Parsec Education Services Agreement for Motivated Youth Academy (#1628), effective July 1, 2023 through June 30, 2024.		5 m
	Fiscal Impact: \$10,906		
	Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____		
XII.	Personnel Services		10:44 AM
A.	Approval of 2023-24 Strategic Staffing Plan	Vote	Bill Dobson
	It is recommended the Board approve the 2023-24 Strategic Staffing Plan for Motivated Youth Academy (#1628).		10 m
	Fiscal Impact: \$2,496,265.91		
	Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____		
B.	Approval of NFP Property and Casualty Services, Inc. as Broker of Record	Vote	Bill Dobson
			5 m

	Purpose	Presenter	Time
	<p>It is recommended the Board approve NFP Property and Casualty Services, Inc. as Broker of Record for Motivated Youth Academy (#1628).</p> <p>Fiscal Impact: None.</p> <p>Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____</p>		
C.	Approval of Voluntary Employee Benefits Association (VEBA) Trust for Medical, Dental, Vision and Life Benefits	Vote Bill Dobson	5 m
	<p>It is recommended the Board approve the Voluntary Employee Benefits Association (VEBA) Trust for Medical, Dental, Vision and Life Benefits for Motivated Youth Academy (#1628).</p> <p>Fiscal Impact: Not to exceed \$18,000 (full-time) and \$10,800 (part-time) per eligible employee (estimating \$169,200.00)</p> <p>Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____</p>		
D.	Approval of 2023-24 Classified Work Year Calendars	Vote Bill Dobson	5 m
	<p>It is recommended the Board approve the 2023-24 Classified Work Year Calendar for Motivated Youth Academy (#1628).</p> <p>Fiscal Impact: None.</p>		

	Purpose	Presenter	Time
Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			
E. Approval of 2023-24 Certificated Work Year Calendars	Vote	Bill Dobson	5 m

It is recommended the Board approve the 2023-24 Certificated Work Year Calendar for Motivated Youth Academy (#1628).

Fiscal Impact: None.

Roll Call Vote:
William Hall
Michael Humphrey
Steve Fraire
Peter Matz
Larry Alvarado
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

XIII. Policy Development

11:14 AM

A. Approval of New Board Policies	Vote	Bill Dobson	5 m
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It is recommended the Board approve the proposed policies. These policies will replace the current policies and will allow the Board to address any related complaints or issues that may be raised in the school/work environment.

3000 Series - Business/Non-Instructional

3150-MYA Reserves Fiscal Policy

6000 Series - Instructional

6040-MYA Local Assessments Policy

Roll Call Vote:

	Purpose	Presenter	Time
William Hall			
Michael Humphrey			
Steve Fraire			
Peter Matz			
Larry Alvarado			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

XIV. Calendar

The next scheduled regular meeting of the Board of Directors will be held on June 15, 2023.

XV. Comments**11:19 AM**

A. Board Comments	Discuss	Board President	5 m
B. Interim Director and CEO Comments	Discuss	Bill Dobson	5 m

XVI. Closing Items**11:29 AM**

A. Adjourn Meeting	Vote	Board President	3 m
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Peter Matz			
Larry Alvarado			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

FOR MORE INFORMATION

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

Coversheet

Minutes of the Regular Board Meeting that was held on March 9, 2023

Section:	IV. Approve Minutes
Item:	A. Minutes of the Regular Board Meeting that was held on March 9, 2023
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Regular Meeting of the Board of Directors on March 9, 2023

APPROVED



MY Academy

Minutes

Regular Meeting of the Board of Directors

Date and Time

Thursday March 9, 2023 at 9:00 AM

Location

Regus - Gateway Chula Vista
333 H Street, Suite 5000
Chula Vista, CA 91910

Join by telephone or via Zoom conferencing link below:

Dial by your location

+1 213 338 8477 US (Los Angeles)

+1 669 900 6833 US (San Jose)

Meeting ID: 935 2339 2729

<https://cal-pacs-org.zoom.us/j/93523392729>

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Directors Present

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

Directors Absent

None

Guests Present

B. Dobson, D. Georgeson, G. Lenz (remote), K. Madden (remote), L. Hath (remote), Lisa Torbenson (remote), Roger Castillo (remote), melissa Blitzstein (remote)

I. Opening Items

A. Call the Meeting to Order

W. Hall called a meeting of the board of directors of MY Academy to order on Thursday Mar 9, 2023 at 9:07 AM.

B. Record Attendance

II. Pledge of Allegiance

A. Led by Board President or designee.

William Hall, President led the Pledge of Allegiance.

III. Approve/Adopt Agenda

A. Approve Agenda

S. Fraire made a motion to William Hall, President.

P. Matz seconded the motion.

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

IV. Approve Minutes

A. Minutes of the Regular Board Meeting that was held on February 9, 2023

M. Humphrey made a motion to approve the minutes from Regular Meeting of the Board of Directors on 02-09-23.

P. Matz seconded the motion.

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

V. Board Governance

A. Approval of 2023-24 Board Meeting Calendar

L. Alvarado made a motion to William Hall, President.

S. Fraire seconded the motion.

Bill Dobson, Interim Director presented the 2023-24 Board Meeting calendar.

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

VI. Public Comment

A. Closed Session

There were no public comments regarding Closed Session.

VII. Adjourn to Closed Session

A. Closed Session

P. Matz made a motion to William Hall, President.

L. Alvarado seconded the motion.

William Hall, President asked the Board Members to adjourn to Closed Session at 9:15 a.m.

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Gov. Code Section 54956.9(d)(1))

a. TR v. The Collaborative Charter Services Organization, et al.

b. YL v. The Collaborative Charter Services Organization, et al.

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

VIII. Reconvene Regular Meeting

A. Report out any action taken in closed session.

The meeting reconvened at 10:03 a.m.

William Hall, President reported there was no action was taken during the Closed Session.

IX. Public Comments

A. Recognition and Reports

There were no public comments regarding recognition and reports.

X. Correspondence/Proposals/Reports

A. School Highlights, Presented by Bill Dobson, Interim Director

Bill Dobson, Interim Director presented the School Highlights.

Lisa Torbenson, Teacher presented the website Civil Rights Movement - Native American Lesson.

B. Overview of Dashboard Alternative School Status (DASS) Community of Practice (CoP)

Bill Dobson, Interim Director presented the Dashboard Alternative School Status (DASS).

C. Review of 2022 Motivated Youth Academy Post Graduation Survey

Bill Dobson, Interim Director presented the Post Graduation Survey.

XI. Consent

A. Consent - Business/Financial Services

M. Humphrey made a motion to William Hall.

L. Alvarado seconded the motion.

1. Check Register - February 2023
2. Approval of APLUS+ Membership 2023-24 (Renewal)
3. Approval of Thrively 2023-24 (Renewal)
4. Approval of Pathful Connect, formerly Nepri, 2023-24 (Renewal)
5. Ratification of Graduation Ceremony Contract - California Center for the Arts, Escondido, May 31, 2023

Consent items listed under A were approved and adopted by a single motion.

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

XII. Business/Financial Services

A. Approval of Second Interim Financial Report

P. Matz made a motion to William Hall, President.

M. Humphrey seconded the motion.

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

B. Approval of Annual Audit Engagement Services between CliftonLarsonAllen (CLA) and Motivated Youth Academy

M. Humphrey made a motion to William Hall, President.

L. Alvarado seconded the motion.

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

C. Approval of School Pathways Contract 2023-24 (Renewal)

S. Fraire made a motion to William Hall, President.

P. Matz seconded the motion.

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

D. Approval of Edmentum Contract for 2023-24 (Renewal)

L. Alvarado made a motion to William Hall, President.

M. Humphrey seconded the motion.

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

XIII. Calendar

A. The next regular meeting of the Board of Directors will be held on May 11, 2023.

William Hall, President reminded the Board Members that there will be a Study Session on April 6th at 9:00 a.m.

XIV. Comments

A. Board Comments

The Board commended Bill Dobson on his leadership, wisdom and said he does a great job with communication. There are a lot of moving parts within MYA and they have good support and staff to help. They enjoyed Lisa Torbenson's presentation, and the School Highlights saying they are getting meatier all the time. It was also inspirational for them to read that two graduates participated in the X Games. They would like this to be communicated to students to show them the success they too can have. Thank you.

B. CEO Comments

Bill Dobson, Interim Director thanked everyone for continuing to do what they do for students. MYA has great staff that really embrace the Mission and Core Values, and believe in trying to do what they can to make a difference in each person's life, whether that's for somebody that's an at risk student or somebody trying to extend their learning and pursue a career as a Olympian or Professional Soccer Player.

He also said that he received notification this week from WASC Committee regarding their mid-cycle review, and said that everything is going fabulous and MYA is good for another three years. He will look forward to seeing everyone at the Study Session in April. Thank you!

XV. 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 10:44 AM.

Respectfully Submitted,
W. Hall

FOR MORE INFORMATION

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

Coversheet

Minutes of the Special Board Meeting that was held on April 6, 2023

Section:	IV. Approve Minutes
Item:	B. Minutes of the Special Board Meeting that was held on April 6, 2023
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Special Meeting of the Board of Directors on April 6, 2023

APPROVED



MY Academy

Minutes

Special Meeting of the Board of Directors

Date and Time

Thursday April 6, 2023 at 9:00 AM

Location

Regus - Gateway Chula Vista
333 H Street, Suite 5000
Chula Vista, CA 91910

Join by telephone or via Zoom conferencing link below:

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Meeting ID: 919 8761 3422

<https://cal-pacs-org.zoom.us/j/91987613422>

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Directors Present

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

Directors Absent

None

Guests Present

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

I. Opening Items

A. Call the Meeting to Order

W. Hall called a meeting of the board of directors of MY Academy to order on Thursday Apr 6, 2023 at 9:02 AM.

B. Record Attendance

II. Pledge of Allegiance

A. Led by Board President or designee.

William Hall, President led the Pledge of Allegiance.

III. Approve/Adopt Agenda

A. Approve Agenda

S. Fraire made a motion to William Hall, President.

M. Humphrey seconded the motion.

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

IV. Board Governance

A.

Reappointment of Board of Directors

It is recommended the Board approve the reappointment of Steve Fraire and Michael Humphrey. The Second Amended Bylaws of Motivated Youth Academy state in Article VI Board of Directors:

Section 6.05 Terms of Office. With the exception of the initial Board that served five-year terms, each Director shall hold office for a three-year term, but the Board may designate a particular Director to serve a one-, two- or three-year term in order to maintain staggered terms on the Board. Each incumbent Director shall serve until a successor has been elected and seated by the Board. There shall be no limitation on the number of consecutive terms to which a Director may be re-elected.

P. Matz made a motion to William Hall, President.

L. Alvarado seconded the motion.

The Board voted and approved the following Board of Director terms:

Michael Humphrey, 2 Year Term

Steve Fraire, 3 Year Term

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

V. Education/Student Services

A. Approval of Memorandum of Understanding (MOU) between the San Diego County District Attorney's Office (SDCDA) and Motivated Youth Academy (MYA)

It is recommended the Board approve the MOU between the San Diego County District Attorney's Office and Motivated Youth Academy regarding the use and operations of the One Safe Place - North County Family Justice Center (NCFJC).

P. Matz made a motion to William Hall, President.

L. Alvarado seconded the motion.

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

VI. 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 9:20 AM.

Respectfully Submitted,

W. Hall

Documents used during the meeting

- MYA Second Amended Bylaws-Jan 2023_SIGNED.pdf
 - Unsigned One Safe Place Partner MOU Jan 2023 - FINAL (1).pdf
-

FOR MORE INFORMATION

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Motivated Youth Academy.

Coversheet

Minutes of the Board of Directors Study Session that was held on April 6, 2023

Section:	IV. Approve Minutes
Item:	C. Minutes of the Board of Directors Study Session that was held on April 6, 2023
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Board of Directors Study Session on April 6, 2023

APPROVED



MY Academy

Minutes

Board of Directors Study Session

Date and Time

Thursday April 6, 2023 at 9:30 AM

Location

Regus - Gateway Chula Vista
333 H Street, Suite 5000
Chula Vista, CA 91910

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Directors Present

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

Directors Absent

None

Guests Present

B. Dobson, D. Georgeson, 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 Thursday Apr 6, 2023 at 9:33 AM.

II. Pledge of Allegiance

A. William Hall, President led the Pledge of Allegiance.

III. Board Study Session

A. Information and Presentations

The Board will participate in a Study Session facilitated by the CEO and Interim Director.

1. Executive Director Contract Basics and Retirement Options
Presented by: Dr. Ralph Baker

IV. Closing Items

A.

Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:57 AM.

Respectfully Submitted,
W. Hall

FOR MORE INFORMATION

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Coversheet

School Highlights, Presented by Melissa Blitzstein, Interim Assistant Director

Section:	IX. Correspondence/Proposals/Reports
Item:	A. School Highlights, Presented by Melissa Blitzstein, Interim Assistant Director
Purpose:	Discuss
Submitted by:	
Related Material:	School Highlights 2023.5.11.pdf

MY Academy

School Highlights - Information through April 30, 2023

2022-2023 Enrollment

255 = 2022-2023 Enrollment (as of 04/30/2023)

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

- 0 Enrolled
 - 0 - Imperial County
 - 0 - Orange County
 - 0 - Riverside County
 - 0 - San Diego County

Track F - August 23, 2022 - May 26, 2023

- 255 Enrolled
 - 10 - Imperial County
 - 22 - Orange County
 - 62 - Riverside County
 - 161 - San Diego County

2023-2024 Enrollment (as of 04/30/2023)

Track E - July 3, 2023 - April 8, 2024

- 0 Enrolled
 - 0 - Imperial County
 - 0 - Orange County
 - 0 - Riverside County
 - 0 - San Diego County

Track F - August 28, 2023 - June 3, 2024

- 0 Enrolled
 - 0 - Imperial County
 - 0 - Orange County
 - 0 - Riverside County
 - 0 - San Diego County

20 = 2022-2023 Graduates to date (as of 04/30/2023)**Track E - July 1, 2022 - March 31, 2023**

- 14 Graduates

Track F - August 23, 2022 - May 26, 2023

- 6 Graduates

Important Dates

May 31, 2023 - End of the Year Graduation (In-person)

5:30 pm

California Center for the Arts - Escondido

340 North Escondido Boulevard

Escondido, CA, 92025

Organization

MY Academy staff participated in the following:

Hosted by Advisory Commission on Charter Schools (ACCS) - State Board of Education

- Quarterly Meeting (Virtual)

Hosted by California Association of Student Councils

- Leadership Seminar 5: Activating a Leadership Plan Aligned to Your Vision for Equity

Hosted by California Charter Schools Association (CCSA)

- First Friday webinar (Virtual)
- Monthly Communication Call (Virtual)

Hosted by Charter Impact

- Weekly Fiscal Services meeting (Virtual)
- Possibility Project Checkin meeting (Virtual)

Hosted by Charter School Development Center (CSDC)

- Advocacy Affinity Group (Virtual)

Hosted by Motivated Youth Academy

- Educational Partner Advisory Committee (EPAC) meeting (Virtual)
- School Site Council (SSC) meeting (Virtual)

Hosted by San Diego County Health and Human Services Agency (HHSA)

- K-12 School Sector Telebriefing (Virtual)

- Charter Leader Affinity meeting (Virtual)
- Community Engagement Liaison (CEL) meeting (Virtual)
- Instructional Leader meeting (Virtual)
- 2022-23 Putting it All Together Promoting Equitable Outcomes for All Students (Virtual)

Hosted by State Board of Education (SBE)

- Monthly meeting (Virtual)

Hosted by Young, Minney & Corr

- Threats, Opportunities & Legislative Tornadoes webinar (Virtual)

Curriculum

MY Academy staff participated in the following:

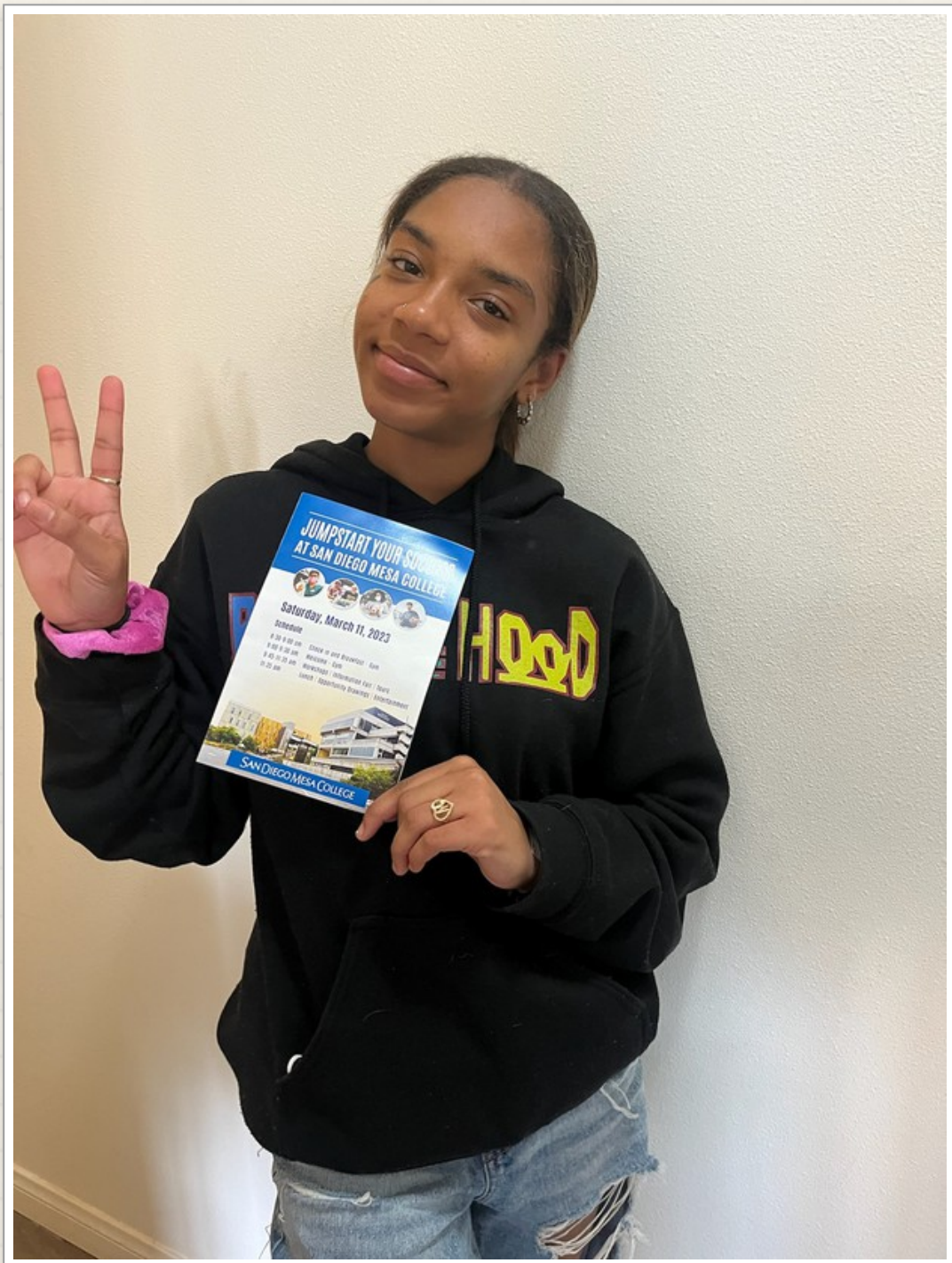
Hosted by San Diego County Office of Education (SDCOE)

- CTE Leaders Network meeting (Virtual)

UC ELC Webinar

Shared by Teacher, Ms. Brock:

Three students attended the Mesa College Jumpstart event with Ms. B. Students got a tour of the campus, learned about academic programs and student support services, transferring to a UC or state school, and the San Diego Promise program that would allow all of them to attend community college for free for two years.





Shared by Teacher, Ms. Larsen:

New MYA student, Rebecca, completed a free online Yale University course this semester titled, "The Science of Well-Being for Teens." Per our school's flexible learning model, this six-week course supplemented the Edmentum-based psychology course elective and provided this particularly advanced student with enhanced college-level psychology curriculum (also satisfying CA state standards). Please find the student's certificate of completion below.



Seven MYA students are participating in The Stock Market Game (SMG), where students create and manage a virtual investment portfolio of real-world stocks, bonds, and mutual funds. Each student is responsible for researching and evaluating potential investments. This semester-long project supplements courses such as: Personal Finance, Economics, Consumer Math, and other career elective courses.



HOME PORTFOLIO TRADE RESOURCES LOGOUT

San Diego Area Stock Market Game

From: 01-30-2023 To: 04-21-2023

Account Info

Advisor :	Noel Larsen	Team ID :	CSD_58_ZZ2657	Account Type:	Margin
School :	Motivated Youth Academy	Team Nickname :	REBECCAT	Ranking Method:	Total Equity
		Region :	High School	Trade Type:	Real-Time

Account Summary

As of Date :

Account Summary for Team ID: CSD_58_ZZ2657 As of Date: 2023-04-01

[Cash Balance](#) (\$20,960.15)

Includes (\$0.00) in Shorts

Value of Long Stocks: \$131,309.90

Value of Mutual Funds: \$0.00

Value of Treasury Bonds: \$0.00

Value of Municipal Bonds: \$0.00

Value of Corporate Bonds: \$0.00

TOTAL Value of Longs: \$131,309.90

TOTAL EQUITY: \$110,349.75

[Value of Shorts:](#) \$0.00

[Buy Margin Req:](#) \$87,544.31

[Available Equity:](#) \$22,805.44

OPENING BUYING POWER: \$34,208.16

[Minimum Maintenance:](#) \$39,392.97

Interest and Dividends: \$30.75

Fees and Commission: (\$65)

[Realized Gains/Loss:](#) \$0.00

[Net Equity Gain:](#) \$10,349.75

[Percent Return:](#) 10.35

Region Rank: 16 out of 619

Region Trade Type: REALTIME



Team Rankings

S&P500 Last Close: 4109.31

My S&P500 Start Value (per 01/27/2023 Close): 4070.56

Region : 16 out of 619

Coordinator : 29 out of 1844

State : 154 out of 8480

Messages

Account Status Messages:

- Great News! [Newsday](#) rates DIS, NFLX and VZ as sustainable companies.

National Helpdesk Messages:

- Check out Sara's Opening Bell each Friday at 9:30AM, ET on our [YouTube Channel](#) for an update on top market news, an overview of the SMG topic of the week, and make real learning, real life!

- To all participants.

A reminder that because of the Good Friday holiday the last day of trading for the week will be **Thursday April 6th**. All trades made after market close will be considered next business days trades. This is Monday because of Good Friday.

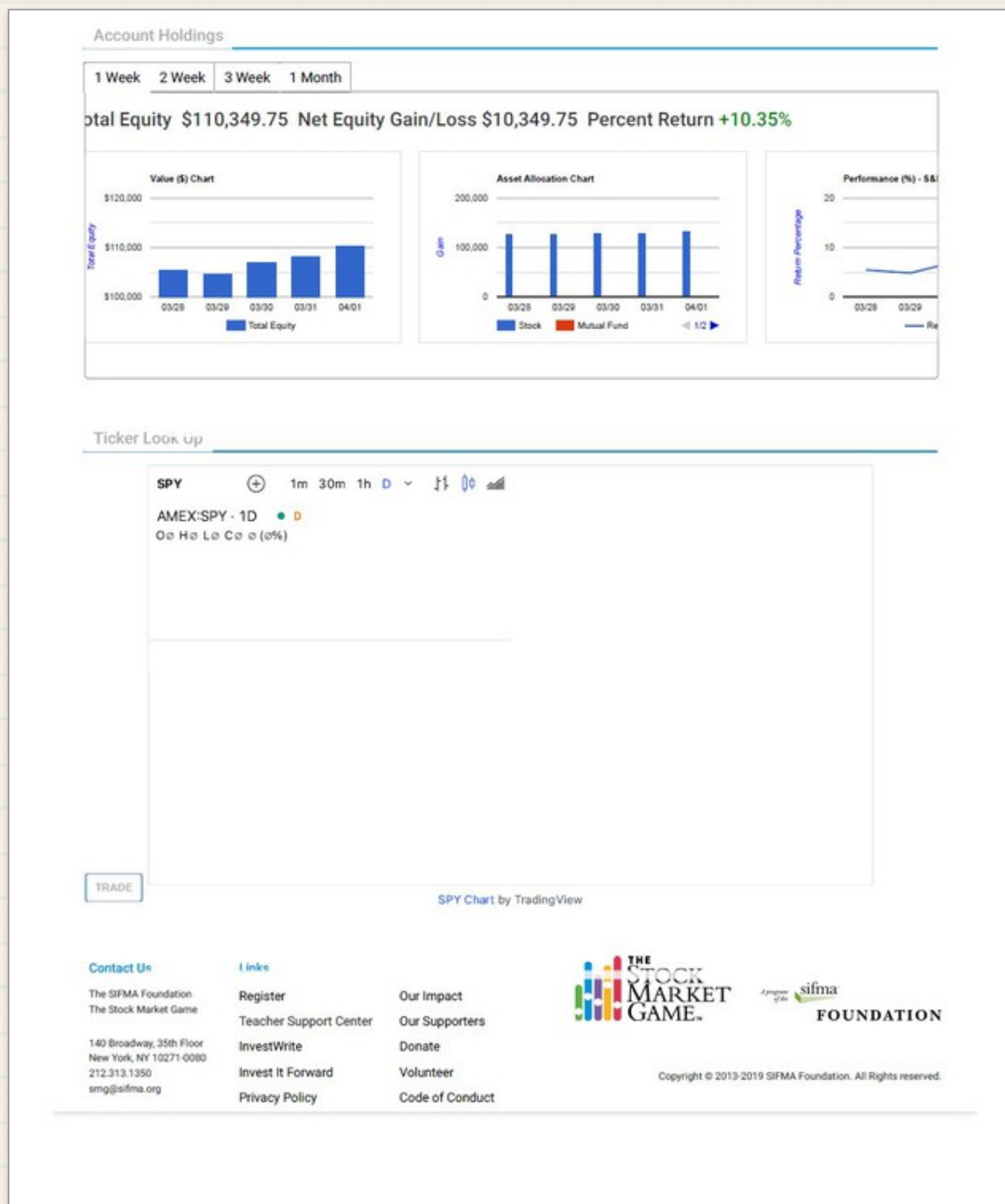
News Feed

[Investing app Acorns acquires kid-focused fintech GoHenry to expand in Europe](#)

Micro-investing fintech Acorns has acquired child and teen-focused digital banking startup GoHenry to fuel an
Mon, 03 Apr 2023 12:45:09 GMT

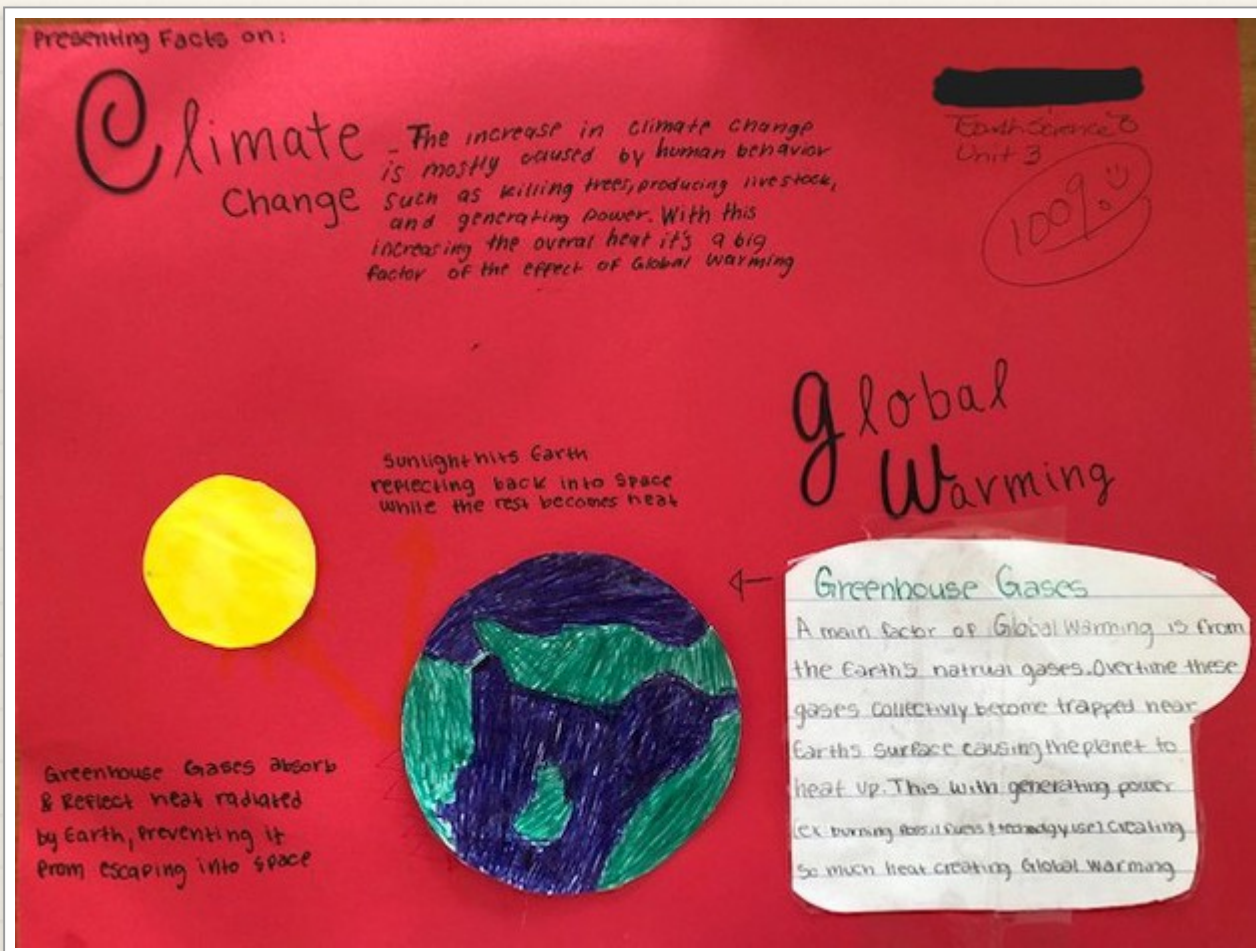
[Stocks making the biggest moves premarket: Marathon Oil, Macy's, WWE and more](#)

Energy stocks rose broadly Monday after OPEC surprised the market by increasing production.



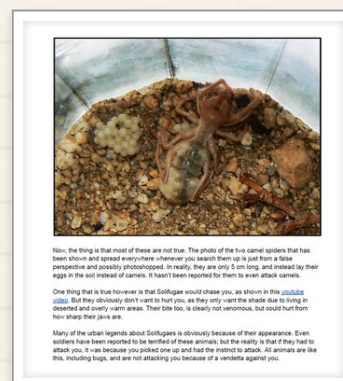
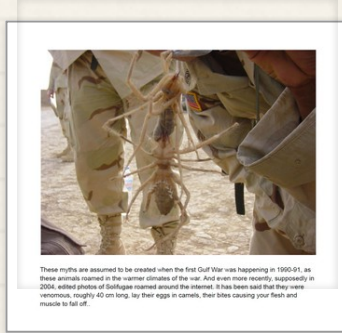
Shared by Teacher, Ms. Ochs:

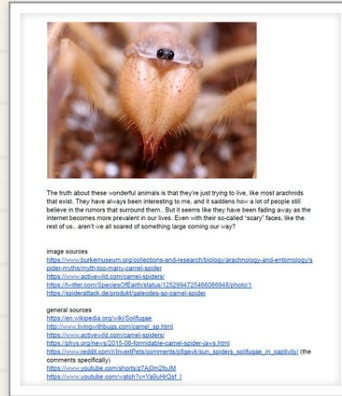
This student completed a presentation describing the causes and effects of climate change for a unit activity in Earth Science class.



English Essay using the tutorial topic: Citing Textual Evidence in Informational Text.

This work sample is extremely well written. Throughout her essay, Trista thoughtfully supports her ideas with evidence that builds her credibility with readers.





Learning and Teaching

MY Academy staff participated in the following:

Hosted by California Charter Schools Association

- 2023 Charter Schools Conference in Sacramento

NCAA webinar

Project SaFE

Shared by Educational Specialist, Ms. Cook-York:

L.J.'s work sample of a challenging and relevant learning experience in relation to her personal struggle with anxiety. She completed this activity with our wonderful instructional aide, Ms. Laurie.

Larisa J.
5 April, 2023
Language Arts

My Action Plan for Self-Care! Calming Stress and Anxiety

Today I read an article about stress management. Then, Ms. Laurie and I talked about some of the best ways for me to take better care of myself.

The first thing I should do is to take my pill in the morning and eat a healthy breakfast. It is important to get enough sleep and pay attention to my body. To calm my anxiety and my stress, I will color, draw, read, workout, listen to music, get fresh air, bake, or watch my favorite show. Some other activities I can do are to spend a little time in the sun, enjoy looking at nature and take pictures.

I will limit my screen time, talk to a friend, and spend time with my pet. In addition, I will have a special notebook and will write down how I am feeling. I plan to eat healthy food and drink plenty of water throughout the day.

College and career readiness and relevant learning experience.

L.J. created a vision board to keep her focused on becoming a volunteer at UCSD, graduating, and going on to become a medical assistant/nurse.

MYA senior and soccer athlete is getting ready to graduate. This is a spreadsheet he created for his animation elective. The assignment was as follows:

40 of 173

Unit 8 Activity 2 [Protected View] - Excel (Unlicensed Product) Abigail Ganje

File Home Insert Page Layout Formulas Data Review View Help Tell me what you want to do

PROTECTED VIEW Be careful—files from the Internet can contain viruses. Unless you need to edit, it's safer to stay in Protected View. [Enable Editing](#)

NOTICE Most features are disabled because your Office product is inactive. To use for free, sign in and use the Web version. [Activate](#) [Use free at Office.com](#)

USE ON MOBILE Format, analyze, and share your files on the go from anywhere. [Scan QR code](#)

H9

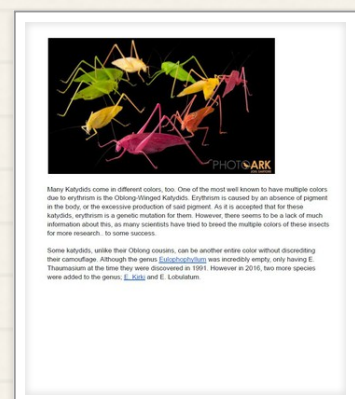
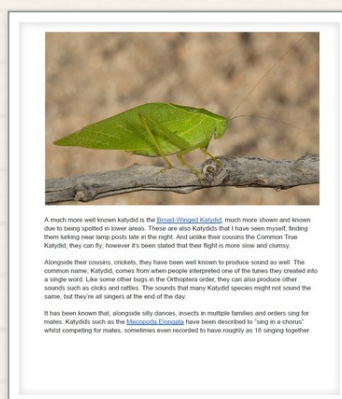
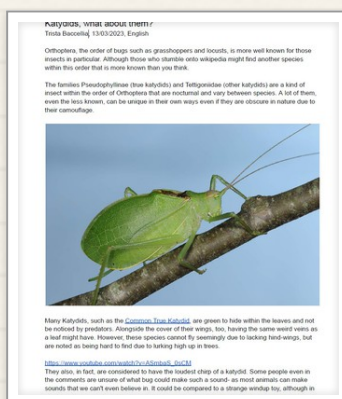
	A	B	C	D	E	F	G	H	I	J	K
1				Ian Mai							
2	Shot #	Camera Shot	Camera Movement	Scene Description		Camera Movement					
3	1	Long Shot	Crane Shot	Show entire soccer field		Stationary					
4	1.1	Medium Shot	Crane Shot	Medium shot of player		Tracking Shot					
5	1.3	Medium Closeup	Dolly Shot	Zoom into player to show emotions (body and face)		Crane Shot					
6	2	Long Shot	Crane Shot	1/3 soccer field showing main character and opponents		Dolly Shot					
7	2.1	Medium Shot	Dolly Shot	focus on main players		Steadycam					
8	2.2	Closeup Shot	Stationary	focus on main players face							
9	2.3	Medium Shot	Steadycam	live action shot player level							
10	3	Long Shot	Dolly Shot	drop back out as player attacks the goal							
11	3.1	Medium Shot	Tracking Shot	focus on player and lower half of player as he dribbles		Camera Shot					
12	4	Extreme Closeup Shot	Tracking Shot	focus on player's legs as he dribbles		Very Long Shot					
13	4.1	Medium Shot	Crane Shot	pull back out to see player from waste up		Long Shot					
14	4.2	Long Shot	Crane Shot	Wide shot of player approaching goal and set up to shoot		Medium Long Shot					
15	4.3	Extreme Closeup Shot	Crane Shot	close up of players leg and ball as he takes a shot		Mid Shot					
16	4.4	Medium Long Shot	Crane Shot	show players reaction to his shot		Medium Closeup					
17	5	Medium Closeup	Crane Shot	show players facial emotions on his shot		Closeup					
18	5.1	Closeup Shot	Steadycam	show his face as the ball goes in		Big Closeup					
19	5.2	Medium Shot	Steadycam	show players surrounding him celebrating		Extreme Closeup					
20	6	Long Shot	Crane Shot	Show spectators celebrating							
21	6.1	Long Shot	Crane Shot	Show players celebrating with fans							
22											
23											
24											

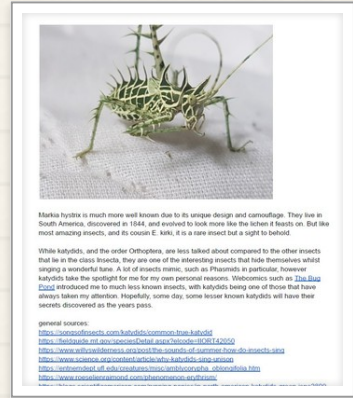
Shot List

Ready

Shared by Teacher, Ms. Ochs:

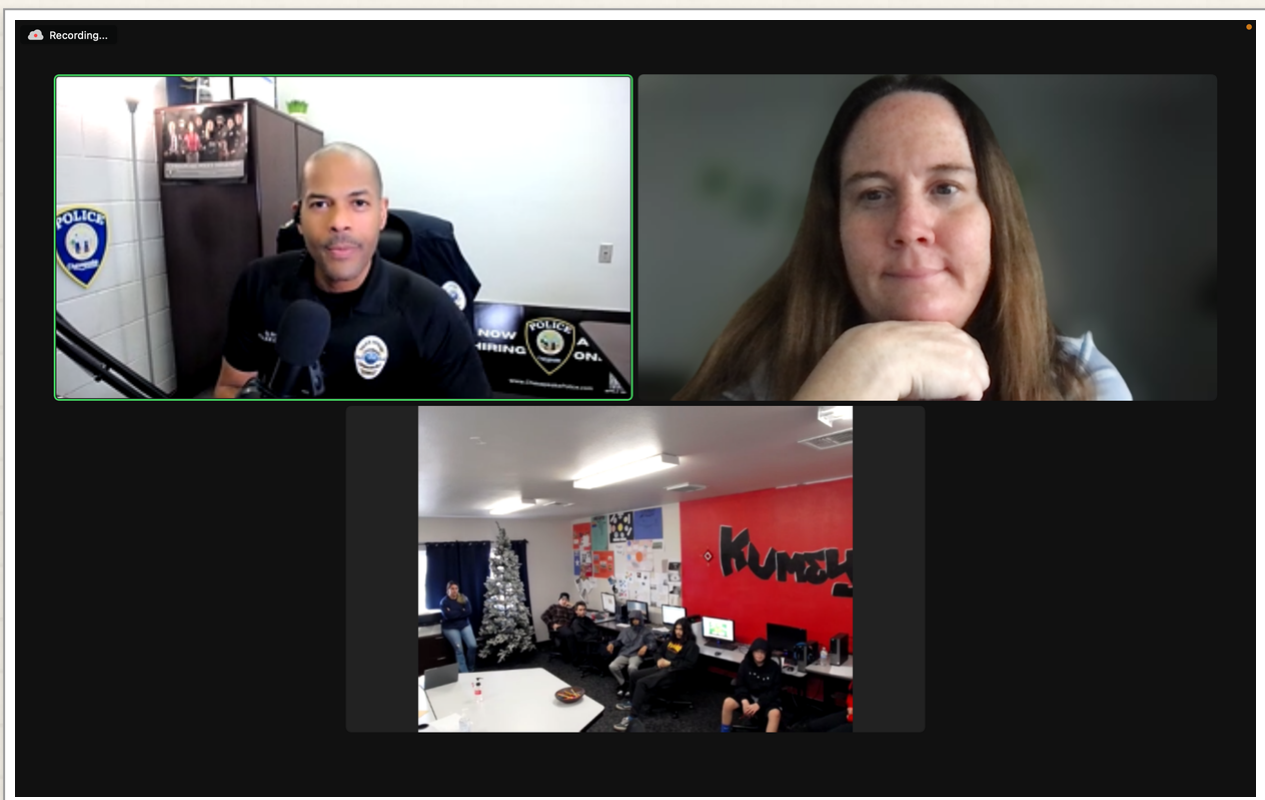
MYA student Trista, completed a supplemental English assignment. I suggested that she write an essay on the topic of her choice. She is very interested in insects and created a VERY professional and informational essay that included images and links to make the article more interesting for the reader. She knocked it out of the park!!





Shared by School Counselor, Ms. Sevcik:

On Wednesday, 3/15, Police Officer Duprée Foster, a Recruiter from Chesapeake Police Department in Virginia, spoke via Zoom through our Pathful platform to MYA students at the Ed Center about being a Police Officer. He spoke about how he decided to be an officer, his journey to this career, and the education needed. He also spoke of the challenges and rewards of this career. The students were engaged and enjoyed this experience. They asked great questions. Thanks to Joey and Sarina for making this happen!



Assessments and Accountability

MY Academy staff participated in the following:

- Rising to the Challenge Webinar (Virtual)
- Virtual Belonging and Engagement: The Keys to Showing Up (Virtual)

Hosted by California Assessment of Student Performance and Progress

- New Coordinator Webinar #5 - Preparing to Receive Scores

Hosted by California Department of Education (CDE)

- Reducing Chronic Absenteeism for Foster Youth: M.T.S.S. Case Study (Virtual)

Hosted by San Diego County Office of Education (SDCOE)

- Assessment, Accountability and Evaluation (AAE) meeting (Virtual)
- Comprehensive Support and Improvement meeting (Virtual)

Hosted by Young, Minney & Corr

- Webinar: The 411 on 504: A School's Legal Responsibility

School Culture

MY Academy staff participated in the following:

Hosted by Alliance for Regional Solutions

- North County Transitional Age Youth Collaborative Meeting (Virtual)

Hosted by California Association of Work Experience Educators (CAWEE)

- Board of Directors meeting (Virtual)

Hosted by Mustard Seed Project

- Bi Monthly Meeting (Virtual)

Hosted by San Diego County Department of Parks and Recreation

- Lakeside Recreation Center
- Oceanside Boys and Girls Club
- Santee Recreation center

Hosted by San Diego Mentorship Network

- Quarterly meeting (Virtual)

Hosted by San Diego Reentry Round Table

- Education Subcommittee meeting (Virtual)
- General meeting (Virtual)

Hosted by Second Chance Program

- Community Day (In Person)

Hosted by United States Attorneys Office Southern District of California

- Protecting Houses of Worship (Virtual)

Hosted by California Association of Student Councils

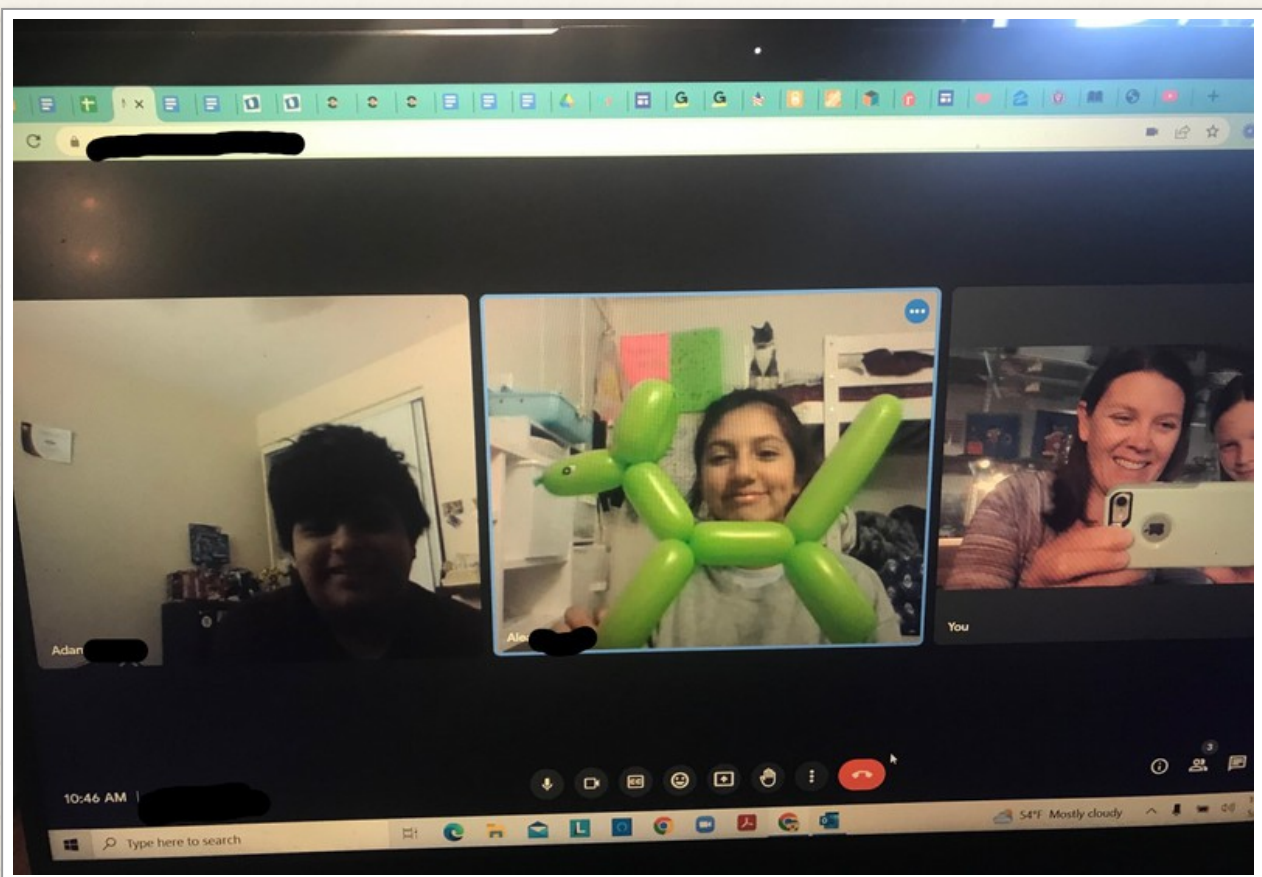
- Cohort Coaching: Interrupting Hate Language

Hosted by California Association of Student Councils

- Leadership Seminar: Building an Equitable Culture for Stakeholder Ownership

Shared by Teacher, Ms. Channell:

MYA student, Alea, who attends Daily Live Interaction, taught us how to make balloon animals. She does this as a hobby and is creating a bunch of balloons for her brother's upcoming birthday party.



Shared by Teacher, Ms. Ganje:

School Counselor, Ms. Sevcik, MYA student Nataly, and myself discussed college options and looking at sample transcripts from a community college.

The screenshot shows a Google Meet window. The main content area displays a student's information and academic record. On the right, there are video feeds of participants: Nataly and Stacie Sevelik.

Print Information

Undeclared
 Level: Cypress College
 Program: Special Admit Student
 Admit Term: Fall 2021
 Admit Type: Standard
 Catalog Term: Fall 2021
 College: Cypress College
 Campus: Cypress College
 Major: Special Admit Student
 Academic Standing: CC Good Stand FC na

Cypress College Course Work	CRN	Subject	Course Section	Course Title	Campus	Final Grade	Attempted	Earned	GPA	Hours	Quality Points
14824 MUS	114 C	DEI	History of Hip Hop - Rap	Cypress College C		3.000	3.000	3.000	6.00		

Cypress College Summary

	Attempted	Earned	GPA	Hours	Quality Points
Current Term:	3.000	3.000	3.000	6.00	2.00
Cumulative:	3.000	3.000	3.000	6.00	2.00
Transfer:	0.000	0.000	0.000	0.00	0.00
Overall:	3.000	3.000	3.000	6.00	2.00

Select Another Term

10:14 AM | Alexandra & Nataly

While working with a student, his mother, and his Case Manager and Jennifer Cook-York on math, the student was able to correctly identify all the shapes he was presented with on Boom Cards with 100% accuracy.

The screenshot shows a Google Meet window. The main content area displays a Boom Cards activity. On the right, there are video feeds of participants: Megan & Duane and Jennifer Cook-York.

boomcards

What is the shape?

Give up

Previous

Skip

Overview

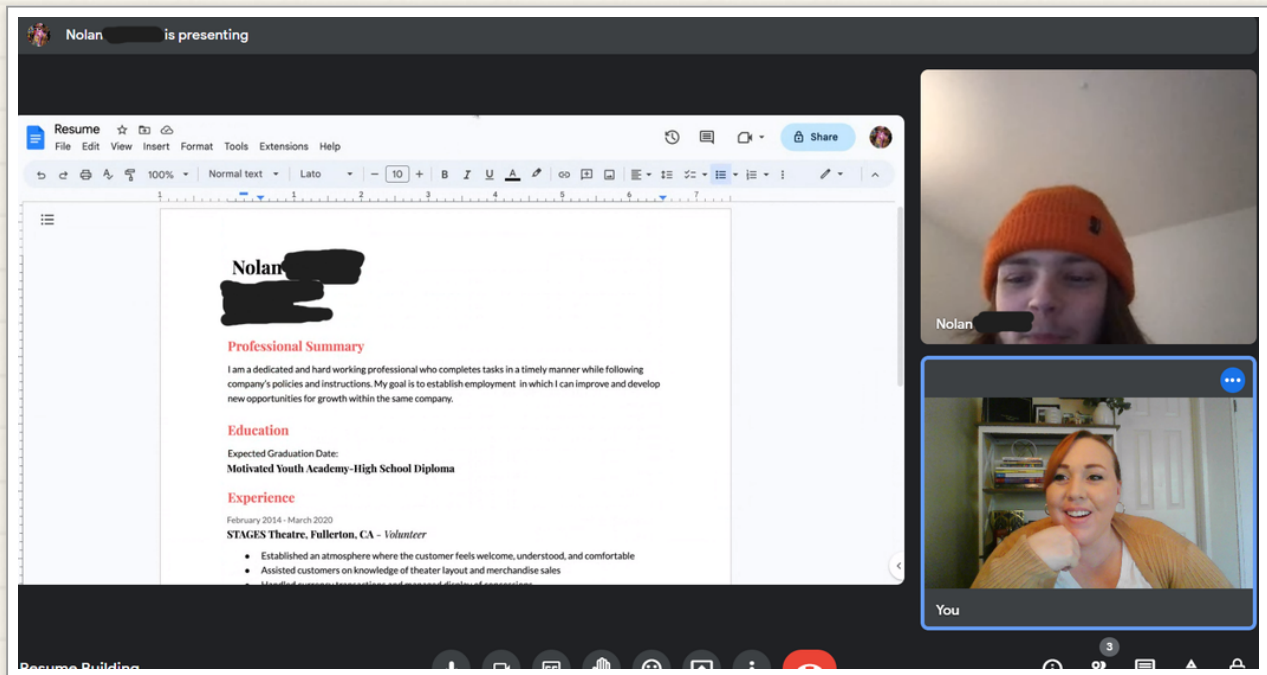
Save Card

10:14 AM | Duane, Ms. Abigail and Ms. Jennifer online meeting

Shared by Student Success Coordinator, Ms. Rothenburger:

A student met with Student Success Coordinator (SSC) to develop his resume. He did a lot of work this afternoon and was able to develop his own resume as well as examine and critically think about a Ralphs Courtesy Clerk job description (a job he is trying to apply to).

There is a barrier in needing to get his ID so a suggestion was to spend some time at the end of the next meeting looking into it. The student stated interest in being involved with the Possibility Project. Ms. Rothenburger submitted his information to the coordinator.



Shared by School Counselor, Ms. Sevcik:

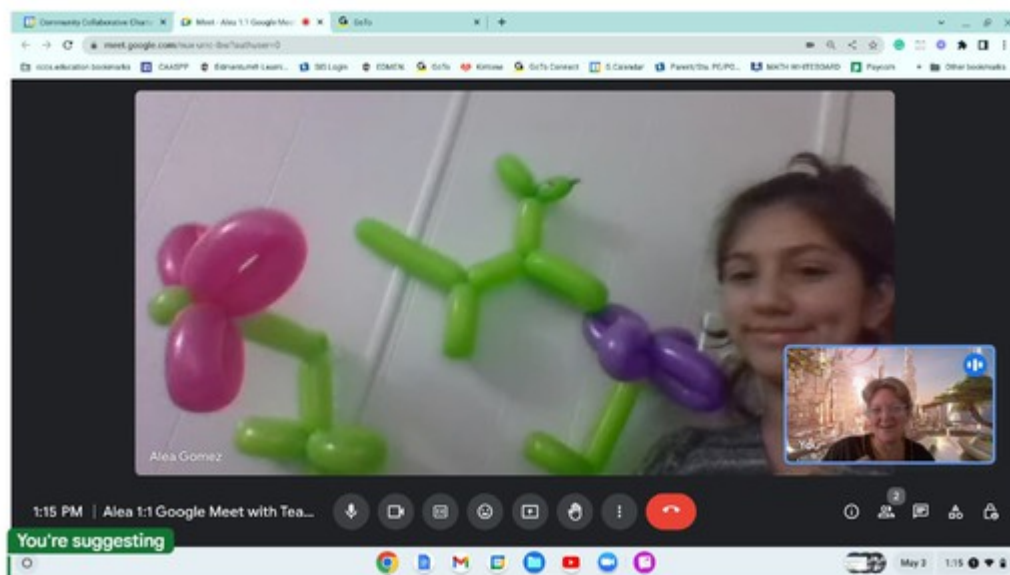
Nawani, Kalani, Angie, and Maxie met for Book Club. They had a spirited discussion about their latest read, When. They discussed the plot, their favorite characters, and challenged each other on what they recalled reading in the book. Always a great time with these four .



April 26th Book Club members Nawani, Kalani, and Maxie met and reviewed the book "You'd Be Home By Now". It told the story of teen siblings from an affluent family and the fallout from a deadly car accident and drugs. Book club members thoughtfully discussed how the choices the characters made often led to such bad consequences. We meet again in a couple of weeks for our last meeting of the year to discuss our final book, The Summer of Moonlight Secrets.

Shared by Teacher, Ms. Sullivan:

Middle School Student Alea shared a presentation on learning passed down from her family. She used the teaching from her grandmother to write and present information for her MYA class.



When I was small I remember my grandmother teaching me how to make a dog-shaped balloon. I was so excited to know how to make an animal balloon. Grandma was making me a balloon but she took the time to teach me how to make the animal balloons.

After a time, I forgot about it until I was at the swap meet and saw the balloon animal packets. I wasn't sure if I remembered making dog balloons. I gave it a try and still remembered. After this, I did google research on how to make flower balloons. I also searched for making swords.

I decided to pass down the teaching from my grandmother on how to make dog balloons. I taught my sister. Grandma taught me and I passed it down to my sister. I taught her how to make them just like my grandma taught me. I also made 3 swords. Two were difficult versions. They were made for the enjoyment of my brother. I am now making sword balloons, dogs, and flowers for each person at my brother's birthday party this year. I hope to be able to pass down this knowledge to my brother as well when he is old enough.

Get Social with us!

STAY UP TO DATE ON MY ACADEMY



@MYACADEMYCA



Contact Us

Facebook @myacademyca

500 La Terraza Boulevard, #15...

info@myacademy.org

619-344-0967

myacademy.org

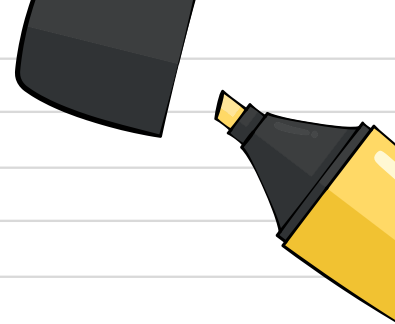
Coversheet

California Assessment of Student Progress and Performance (CAASPP) and Physical Fitness Testing (PF) Participation Update

Section: IX. Correspondence/Proposals/Reports
Item: B. California Assessment of Student Progress and Performance
(CAASPP) and Physical Fitness Testing (PF) Participation Update
Purpose: Discuss
Submitted by:
Related Material: MYA 2022-2023 Assessment and Accountability Update - 2023.05.11.pdf

Assessment Update

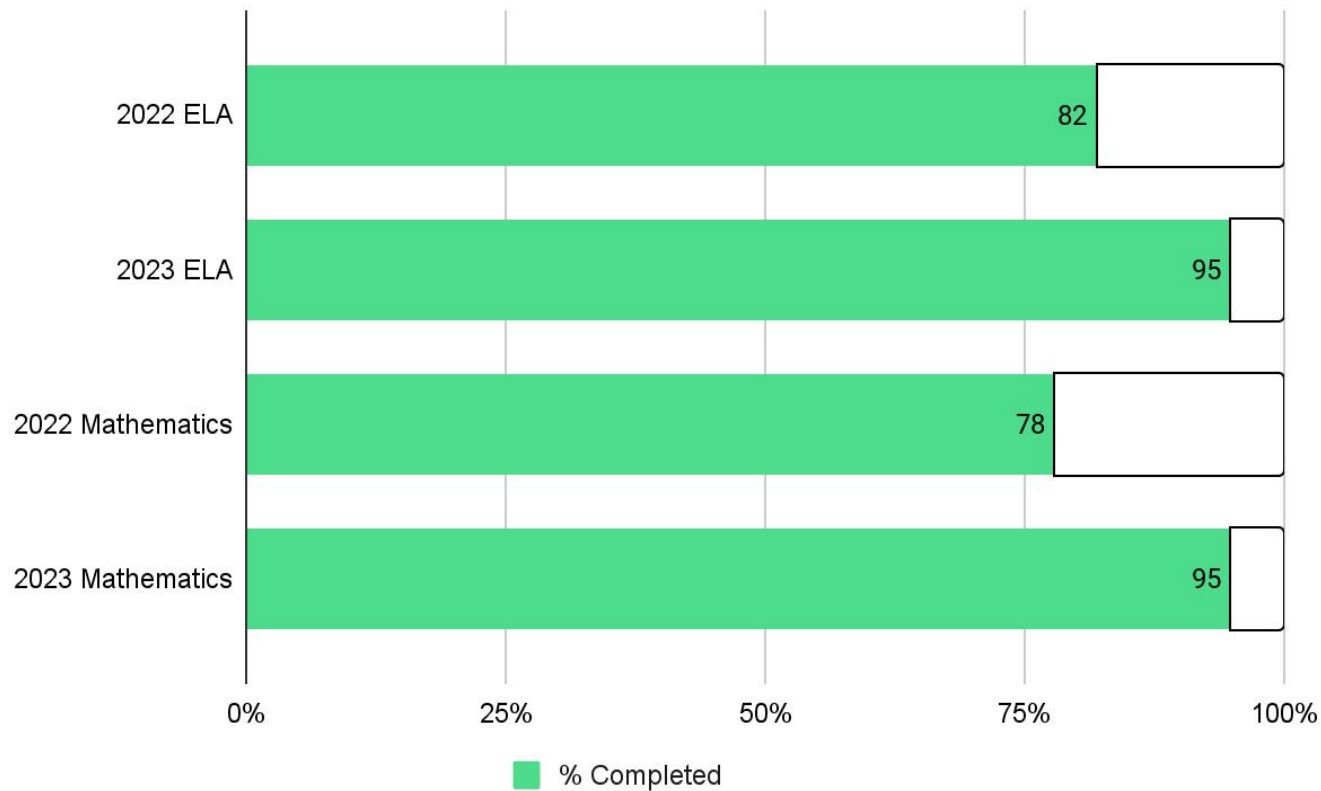
MYA 2022-2023



California Assessment of Student Performance and Progress (CAASPP)

1. What we did:
 - a. 2 all-staff training sessions
 - b. 1-on-1 staff training sessions, as needed
 - c. 2 weeks of testing sessions
 - d. Bi-weekly check-ins with staff during testing window
 - e. 2 weeks of makeup testing
 - f. Focus group for follow-up

CAASPP Participation Growth

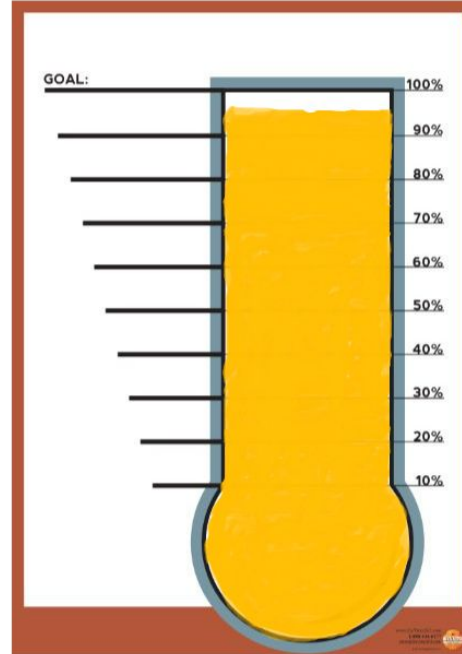


22-23 CAASPP Progress - 95% Participation

Total tests to administer Completed/ started tests

math 200	math 190
ELA 200	ELA 190
Total tests: 400	Total tests: 380

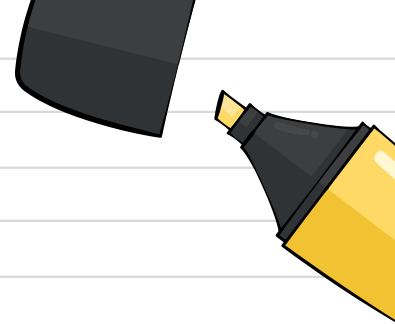
CAASPP Testing Goal: 95%



**Need 380
completed
Math and ELA
tests to reach
95% goal**

**Current
Percentage:
95%**

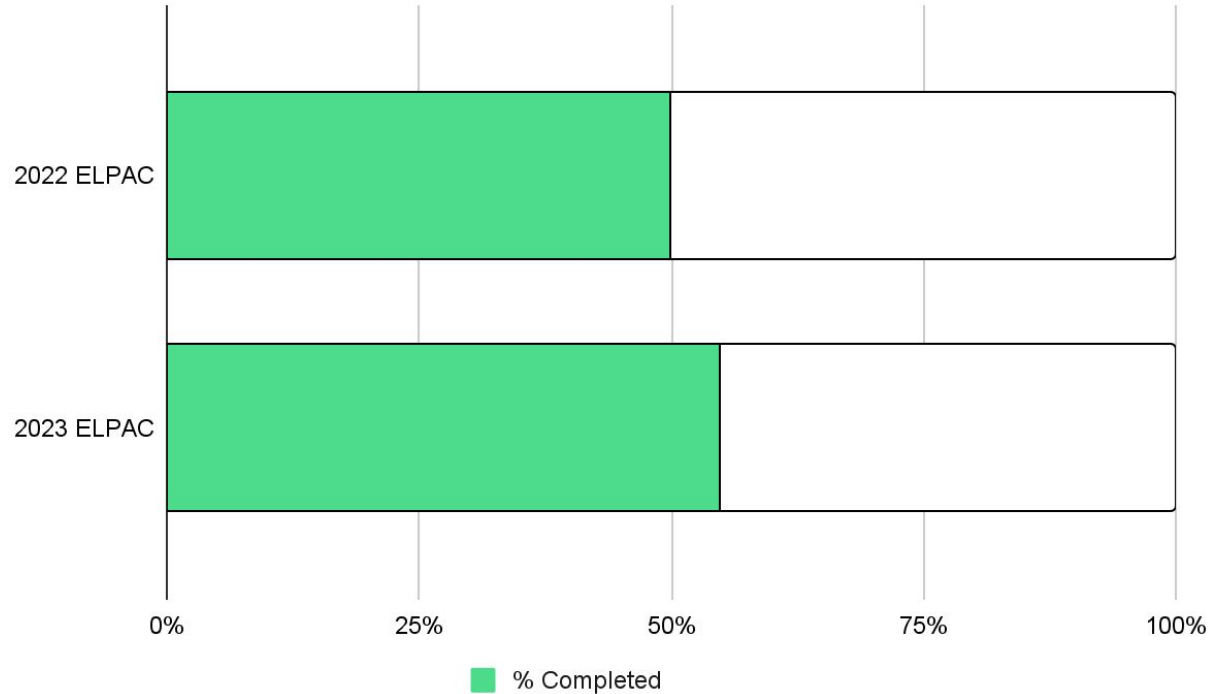
This graphic was used to keep staff updated and motivated to get students tested.

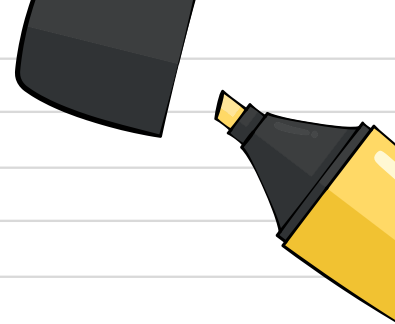


English Language Proficiency Assessments for California (ELPAC)

1. What we did:
 - a. 1 all-staff training session
 - b. 1-on-1 staff training sessions with English Learner (EL) tester
 - c. 3 months of testing sessions
 - d. Bi-monthly check-ins with EL tester during testing window
 - e. Testing window closes end of May

ELPAC Participation Growth

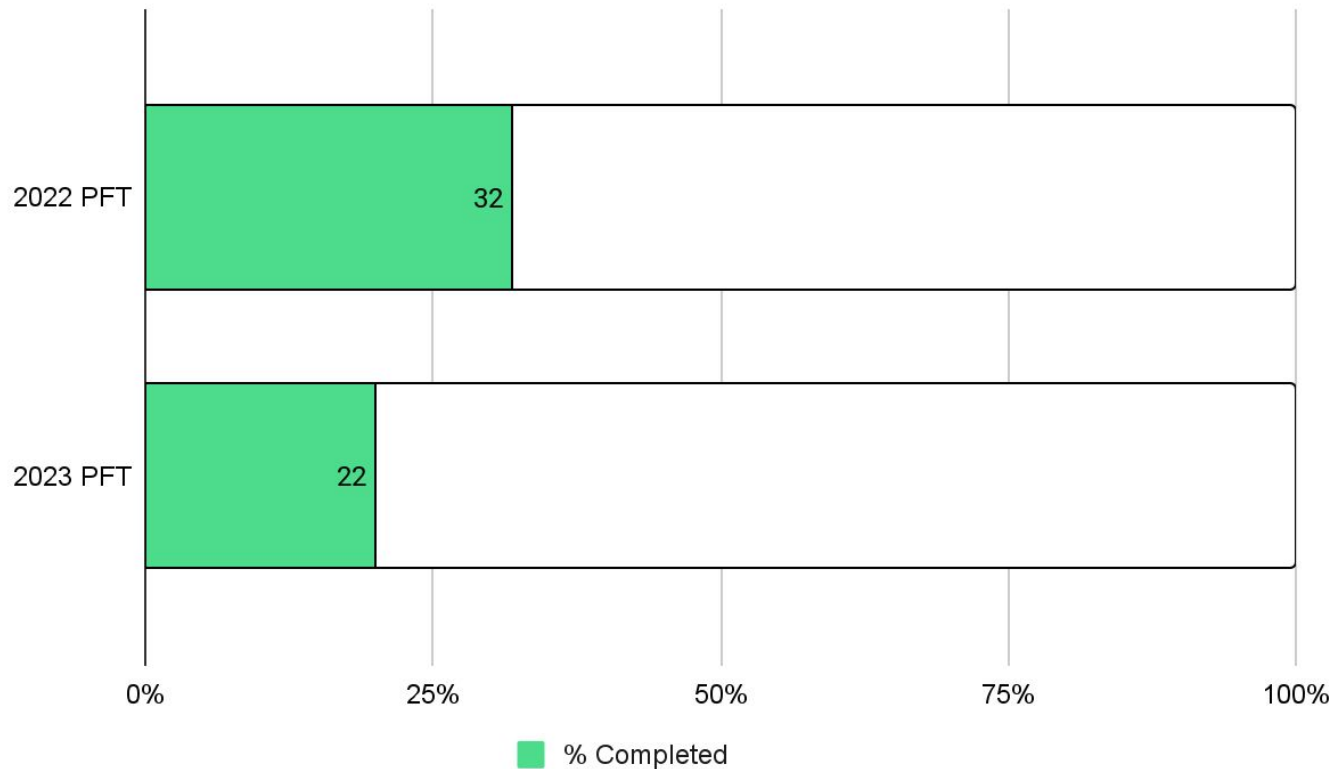


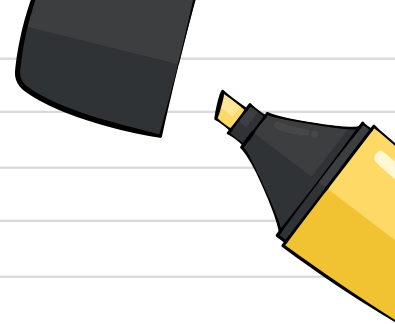


Physical Fitness Testing (PFT)

1. What we did:
 - a. 1 all-staff training session
 - b. [PFT Testing Website](#) with all resources
 - c. 1-on-1 staff training sessions with staff, as needed
 - d. 1 month of testing with Teacher of Record (ToR)
 - e. Check-ins with ToRs during testing window
 - f. Testing window closes end of May

PFT Participation Growth

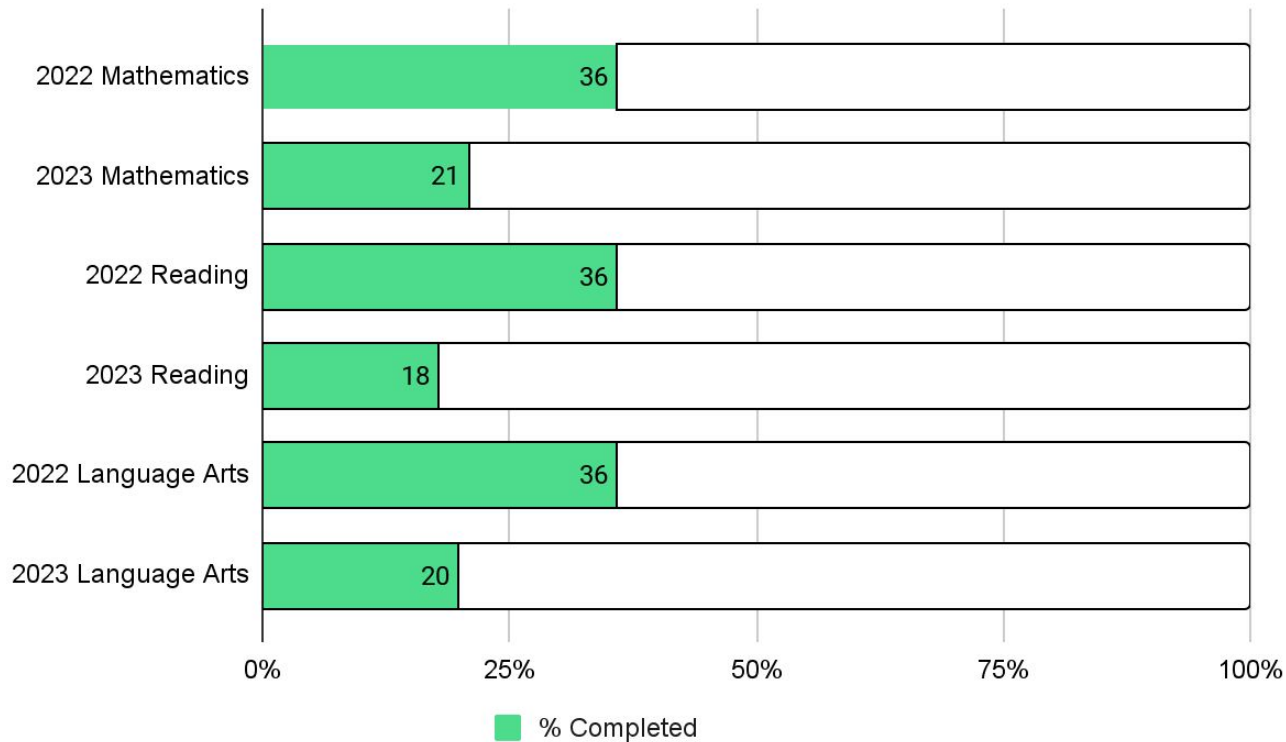




Exact Path Local Assessment

1. What we did:
 - a. 1 all-staff training session
 - b. 1-on-1 staff training sessions, as needed
 - c. 1.5 months of testing with ToR
 - d. Check-ins with ToRs during testing window
 - e. Testing window closes end of May

Exact Path Local Assessment Growth



Questions?



Coversheet

Financial Update, Presented by Roger Castillo, Director of Client Finance, Charter Impact

Section:	IX. Correspondence/Proposals/Reports
Item:	C. Financial Update, Presented by Roger Castillo, Director of Client Finance, Charter Impact
Purpose:	Discuss
Submitted by:	
Related Material:	23.03-MYA - Board Packet - 2023-05-11.pdf



Motivated Youth Academy

March 2023 Financials

5/11/2023 Board Meeting

Highlights

- All variance analysis includes changes for February and March 2023.
- ADA has been updated using the P-2 data which increased by 11.99 and is now at 207.73 from 194.74 previously forecasted.
- There are continued savings in personnel costs with 2 open positions.
- Days cash on hand projection for year-end: 185 days.
- The year-end surplus is forecasting at \$179K, which is an \$86K increase compared to previous projection and due mainly to the increase in ADA.

Compliance and Reporting

- 15.98 : 1 Pupil to Teacher – compliant
- 40/80 currently supports a 70% funding determination – further instructional-related expenses will need to continue or increase.

Pupil:Teacher Ratio	
15.98 : 1	

Cert.	Instr.
51.6%	67.1%
370,404	(410,904)

Revenue

- Revenues are forecasting at \$3.18M and \$151K more than before.
- State Aid Revenue increased by \$158K due to the added 11.99 ADA.
- Federal Revenues decreased by \$6K from unspent Project SAFE funds.
- Other State Revenue increased \$12K for AB602 and State Lottery.
- Other Local Revenue was decreased by \$12K for the remainder of the fiscal year.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Revenue						
State Aid-Rev Limit	\$ 1,769,764	\$ 1,606,482	\$ 163,282	\$ 2,792,065	\$ 2,477,754	\$ 314,311
Federal Revenue	50,512	98,405	(47,892)	102,244	124,900	(22,656)
Other State Revenue	82,699	299,017	(216,318)	228,874	441,594	(212,719)
Other Local Revenue	62,053	5,700	56,353	62,495	7,600	54,895
Total Revenue	\$ 1,965,028	\$2,009,603	\$ (44,576)	\$ 3,185,678	\$ 3,051,848	\$ 133,830

Expenses

- Expenses are projecting \$65K higher and at \$3.01M.
- Personnel costs are forecasting \$26K lower from 2 open positions.
- Operational costs increased by \$72K with notable variances for:
 - \$22K more in Communication expenses.
 - \$18K more in Legal costs that are trending higher than budgeted.
 - \$40K more in Gen. Consulting for Acacia, KM, Coaching Services, & KRA.
 - \$8K less in Transportation expenses with no costs YTD.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Expenses						
Certificated Salaries	\$ 945,270	\$ 927,463	\$ (17,808)	\$ 1,312,577	\$ 1,258,204	\$ (54,374)
Classified Salaries	183,148	260,821	77,673	268,942	349,034	80,092
Benefits	341,452	521,067	179,615	500,133	695,146	195,013
Books and Supplies	119,717	117,103	(2,614)	196,476	156,225	(40,251)
Subagreement Services	56,634	118,056	61,422	142,436	157,577	15,141
Operations	83,877	54,213	(29,664)	105,760	72,284	(33,476)
Facilities	16,289	17,063	774	22,983	22,750	(233)
Professional Services	359,645	238,669	(120,976)	457,232	318,087	(139,145)
Total Expenses	\$ 2,106,033	\$2,254,455	\$ 148,421	\$ 3,006,540	\$ 3,029,307	\$ 22,767

Fund Balance

- Forecasted year-end surplus is 6% of total expenses.
- The year-end fund balance increased to 43.1% of annual expenses.
- MYA's fund balance remains at a healthy level and can help guard against future uncertainties.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ (141,005)	\$ (244,852)	\$ 103,846	\$ 179,138	\$ 22,541	\$ 156,597
Beginning Fund Balance	<u>1,117,501</u>	<u>1,117,501</u>		<u>1,117,501</u>	<u>1,117,501</u>	
Ending Fund Balance	<u>\$ 976,495</u>	<u>\$ 872,649</u>		<u>\$ 1,296,638</u>	<u>\$ 1,140,042</u>	
<i>As a % of Annual Expenses</i>	32.5%	28.8%		43.1%	37.6%	

Appendices

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

Motivated Youth Academy

Monthly Cash Flow/Forecast FY22-23

Revised 05/03/2023

ADA = 207.73

Revenues

State Aid - Revenue Limit

8011	LCFF State Aid
8012	Education Protection Account
8019	State Aid - Prior Year
8096	In Lieu of Property Taxes

Federal Revenue

8181	Special Education - Entitlement
8290	Title I, Part A - Basic Low Income
8291	Title II, Part A - Teacher Quality
8296	Other Federal Revenue
8299	Prior Year Federal Revenue

Other State Revenue

8311	State Special Education
8550	Mandated Cost
8560	State Lottery
8598	Prior Year Revenue
8599	Other State Revenue

Other Local Revenue

8660	Interest Revenue
8699	School Fundraising
8980	Contributions, Unrestricted

Total Revenue

Expenses

Certificated Salaries

1100	Teachers' Salaries
1175	Teachers' Extra Duty/Stipends
1200	Pupil Support Salaries
1300	Administrators' Salaries
1900	Other Certificated Salaries

Classified Salaries

2100 Instructional Salaries
2400 Clerical and Office Staff Salaries

Benefits

3101	STRS
3301	OASDI
3311	Medicare
3401	Health and Welfare
3501	State Unemployment
3601	Workers' Compensation
3901	Other Benefits

Books and Supplies

4100	Textbooks and Core Materials
4302	School Supplies
4305	Software
4310	Office Expense
4311	Business Meals
4400	Noncapitalized Equipment
4700	Food Services

Subagreement Services

5101 Nursing
5102 Special Education
5104 Transportation
5106 Other Educational Consultants

Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)	
															ADA = 201.78	
95,528	95,528	171,950	171,950	171,950	171,950	171,950	192,368	192,368	197,393	197,393	197,393	253,766	2,281,487	2,107,751	173,736	
-	-	8,920	-	-	8,920	-	-	10,098	76	-	-	13,532	41,546	40,356	1,190	
-	-	-	-	-	(241)	-	25	25	-	-	-	-	(191)	-	(191)	
-	-	-	-	105,576	64,964	35,141	35,141	65,653	30,172	30,172	30,172	72,231	469,223	329,647	139,577	
95,528	95,528	180,870	171,950	277,526	245,593	207,091	227,534	268,144	227,641	227,565	227,565	339,529	2,792,065	2,477,754	314,311	
-	-	-	-	-	-	-	-	-	5,192	5,192	5,192	9,992	25,568	21,933	3,635	
-	-	-	-	-	13,269	-	-	-	-	-	-	14,880	28,149	24,449	3,700	
-	-	2,574	-	-	-	-	1,848	-	-	-	-	-	4,422	4,117	305	
-	-	25,938	-	-	580	11,250	(7,424)	-	-	-	3,333	7,950	41,628	74,401	(32,773)	
-	-	-	-	-	6,952	-	(4,475)	-	-	-	-	-	2,477	-	2,477	
-	-	28,512	-	-	20,801	11,250	(10,051)	-	5,192	5,192	8,525	32,823	102,244	124,900	(22,656)	
-	-	-	-	-	-	12,156	13,306	-	23,086	23,086	23,086	61,992	156,712	122,375	34,337	
-	-	-	-	7,354	-	-	-	-	-	-	-	-	7,354	6,302	1,052	
-	-	-	-	-	-	13,774	-	17,861	8,827	-	-	8,791	49,253	40,585	8,668	
-	-	-	-	-	66	10,182	-	-	-	-	-	-	10,248	-	10,248	
-	-	-	-	8,000	-	-	-	-	-	-	1,327	(4,019)	5,308	272,333	(267,025)	
-	-	-	-	15,354	66	36,112	13,306	17,861	31,913	23,086	24,413	66,764	228,874	441,594	(212,719)	
152	131	-	243	-	189	244	-	641	9	217	217	-	2,043	2,600	(557)	
-	-	-	-	2,574	2,379	11,140	-	-	-	-	-	-	16,093	-	16,093	
-	-	-	44,359	-	-	-	-	-	(0)	(0)	(0)	-	44,359	5,000	39,359	
152	131	-	44,602	2,574	2,568	11,385	-	641	9	217	217	-	62,495	7,600	54,895	
95,680	95,659	209,382	216,552	295,454	269,028	265,838	230,789	286,646	264,755	256,060	260,720	439,115	3,185,678	3,051,848	133,830	
17,673	76,413	71,526	73,096	73,607	67,030	63,813	72,826	70,029	72,885	72,885	72,885	-	804,669	780,745	(23,924)	
625	3,674	2,199	2,310	2,535	2,348	2,205	2,348	2,348	6,107	11,107	11,107	-	48,911	34,175	(14,736)	
15,453	18,571	14,571	14,571	14,571	14,592	14,571	14,571	14,571	15,292	15,292	15,292	-	181,918	183,503	1,585	
19,249	23,282	19,082	19,082	20,608	24,985	24,224	24,733	23,970	24,184	24,184	24,184	-	271,767	259,781	(11,986)	
404	456	847	596	717	391	-	-	-	634	634	634	-	5,313	-	(5,313)	
53,403	122,396	108,225	109,655	112,038	109,346	104,812	114,477	110,917	119,102	124,102	124,102	-	1,312,577	1,258,204	(54,374)	
3,717	11,635	7,817	5,842	5,467	4,675	3,097	6,620	6,347	9,869	9,869	9,869	-	84,823	114,608	29,785	
12,659	15,421	9,826	13,501	16,022	15,508	14,634	15,937	14,426	18,729	18,729	18,729	-	184,119	234,426	50,307	
16,375	27,056	17,643	19,343	21,489	20,183	17,731	22,557	20,773	28,598	28,598	28,598	-	268,942	349,034	80,092	
8,795	18,337	19,038	19,079	19,276	12,847	18,898	19,402	19,103	23,663	24,657	24,657	-	227,752	198,290	(29,462)	
1,376	1,767	1,508	1,519	1,810	1,876	1,556	2,119	1,889	2,224	2,224	2,224	-	22,093	69,874	47,781	
997	2,141	1,797	1,842	1,908	1,846	1,766	1,982	1,905	2,306	2,384	2,384	-	23,259	46,610	23,351	
9,496	17,642	14,563	14,660	14,350	15,886	5,626	20,808	16,733	16,292	16,292	16,292	-	178,640	309,120	130,480	
550	735	51	74	163	242	2,083	928	101	1,186	1,186	8,186	-	15,483	33,499	18,015	
2,537	770	1,731	1,870	3,885	(144)	1,870	1,870	1,870	1,939	2,005	2,005	-	22,210	14,000	(8,210)	
325	120	318	473	635	552	464	650	580	2,144	2,217	2,217	-	10,695	23,754	13,059	
24,077	41,512	39,006	39,518	42,027	33,106	32,263	47,759	42,182	49,754	50,964	57,964	-	500,133	695,146	195,013	
-	-	-	-	-	-	-	-	-	2,000	1,968	2,722	-	6,690	50,000	43,310	
103	130	17	-	44	1,191	229	(677)	389	6,860	1,360	1,360	-	11,005	3,365	(7,640)	
20,722	1,308	25,773	6,844	1,133	1,398	9,521	2,069	1,472	17,524	7,924	6,024	-	101,711	25,000	(76,711)	
604	4,241	604	3,629	3,135	1,291	2,109	2,041	2,296	2,252	2,252	2,252	-	26,702	11,321	(15,381)	
-	75	1,030	-	185	342	-	31	-	2,688	788	788	-	5,926	11,352	5,426	
10,840	1,514	108	3,729	13,975	(8,866)	334	-	2,372	10,000	4,000	4,000	-	42,005	55,187	13,182	
-	-	-	-	-	-	-	2,200	236	-	-	-	-	2,436	-	(2,436)	
32,268	7,269	27,531	14,202	18,472	(4,644)	12,192	5,663	6,764	41,323	18,291	17,145	-	196,476	156,225	(40,251)	
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3,944	978	1,234	688	2,324	-	6,525	3,838	2,529	7,233	4,033	4,033	4,033	41,392	-	(41,392)	
-	-	-	-	-	-	-	-	-	3,125	3,125	3,125	-	9,375	-	(9,375)	
4,750	14,880	6,638	6,201	-	-	-	1,434	672	16,700	16,700	16,994	6,700	91,669	157,577	65,908	
8,694	15,858	7,873	6,888	2,324	-	6,525	5,272	3,201	27,058	23,858	24,152	10,733	142,436	157,577	15,141	

Motivated Youth Academy

Monthly Cash Flow/Forecast FY22-23

Revised 05/03/2023

ADA = 207.73



Operations and Housekeeping

5201	Auto and Travel
5300	Dues & Memberships
5400	Insurance
5900	Communications
5901	Postage and Shipping

Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Year-End Accruals
1,330	6,891	-	-	1,264	341	-	929	621	700	700	700	-
6,870	(4,995)	2,379	-	801	3,614	275	4,844	-	150	150	150	-
2,184	1,545	2,160	1,751	1,751	1,751	1,751	1,751	1,751	2,192	2,192	2,192	-
1,449	654	1,873	660	7,780	5,369	442	16,983	3,973	4,678	4,178	2,678	-
100	536	394	-	786	468	-	679	171	408	408	408	-
11,933	4,632	6,806	2,411	12,382	11,543	2,468	25,185	6,516	8,128	7,628	6,128	-

Annual Forecast
13,476
14,238
22,971
50,717
4,359
105,760

Original Budget Total	Favorable / (Unfav.)
8,000	(5,476)
8,000	(6,238)
25,300	2,329
26,284	(24,433)
4,700	341
72,284	(33,476)

Facilities, Repairs and Other Leases

5601	Rent
5602	Additional Rent
5604	Other Leases

1,896	2,001	-	3,523	1,761	-	1,761	1,761	1,761	1,972	1,972	1,972	-
258	258	-	-	258	258	-	258	258	260	260	260	-
2,135	(2,135)	-	-	-	-	-	275	-	-	-	-	-
4,289	123	-	3,523	2,019	258	1,761	2,295	2,019	2,232	2,232	2,232	-

20,380
2,328
275
22,983

22,750	2,370
-	(2,328)
-	(275)
22,750	(233)

Professional/Consulting Services

5801	IT
5802	Audit & Taxes
5803	Legal
5804	Professional Development
5805	General Consulting
5806	Special Activities/Field Trips
5807	Bank Charges
5809	Other taxes and fees
5810	Payroll Service Fee
5811	Management Fee
5812	District Oversight Fee
5813	County Fees
5815	Public Relations/Recruitment

17,143	(1,444)	4,018	2,316	2,416	5,330	2,376	5,491	4,022	2,179	2,179	2,181	-
-	2,048	-	1,050	-	3,623	3,964	3,990	3,150	-	-	-	-
-	-	1,323	5,534	669	5,373	23,672	4,749	14,029	4,333	4,333	4,333	-
2,080	14,245	-	1,125	1,266	710	1,351	1,954	1,457	8,057	2,557	2,557	-
2,500	6,150	14,463	7,345	17,972	17,540	14,953	16,283	17,536	12,791	12,791	12,791	-
-	-	-	192	-	-	-	461	-	500	500	500	-
-	-	70	-	25	25	25	25	25	-	50	-	-
198	4,820	67	198	33	0	-	-	0	100	100	100	-
1,371	2,679	1,732	1,483	1,515	1,492	1,865	1,915	2,207	1,750	1,750	1,750	-
5,086	5,541	5,023	5,771	6,298	5,023	5,641	5,326	6,811	5,634	5,634	5,634	192
-	-	-	-	4,705	4,704	2,408	11,299	3,556	2,049	2,048	2,048	(7,688)
-	-	-	-	-	-	-	5,014	-	-	-	-	-
-	1,248	-	-	-	-	-	-	-	1,284	1,284	1,284	-
28,379	35,286	26,696	25,013	34,900	43,819	56,254	56,507	52,792	38,677	33,226	33,178	(7,496)

48,206
17,824
68,348
37,359
153,114
2,154
245
5,618
21,509
67,614
25,129
5,014
5,100
457,232

-	(48,206)
9,975	(7,849)
50,000	(18,348)
17,100	(20,259)
172,500	19,386
814	(1,340)
-	(245)
-	(5,618)
16,000	(5,509)
-	(67,614)
23,500	(1,629)
-	(5,014)
28,198	23,098
318,087	(139,145)

Total Expenses

179,419	254,132	233,779	220,553	245,652	213,611	234,008	279,715	245,165	314,872	288,899	293,499	3,237
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3,006,540

3,029,307	22,767
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Monthly Surplus (Deficit)

(83,739)	(158,473)	(24,397)	(4,001)	49,803	55,417	31,830	(48,926)	41,480	(50,117)	(32,839)	(32,778)	435,878
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179,138

22,541	156,597
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Cash Flow Adjustments

Monthly Surplus (Deficit)
Cash flows from operating activities
Depreciation/Amortization
Public Funding Receivables
Grants and Contributions Rec.
Due To/From Related Parties
Prepaid Expenses
Other Assets
Accounts Payable
Accrued Expenses
Other Liabilities

(83,739)	(158,473)	(24,397)	(4,001)	49,803	55,417	31,830	(48,926)	41,480	(50,117)	(32,839)	(32,778)	435,878
-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	(439,115)	(439,115)
11,772	65,552	45,510	5,353	-	(17,075)	72,007	3,822	-	-	-	-	-
-	-	-	-	-	-	1,116	-	-	-	-	-	-
23,505	(3,842)	5,333	15,766	(17,151)	(11,948)	(2,521)	22,438	(9,845)	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
(12,513)	(6,522)	5,022	(36)	-	-	563	(563)	-	-	-	-	3,237
(5,171)	(24,581)	(10,526)	3,048	(4,613)	(27,383)	(24,817)	(8,204)	(14,150)	-	-	-	-
2,863	-	45,086	(44,359)	148,090	59,414	-	12,476	50,969	-	207,504	(35,371)	-

6%

179,138

Cert.	Instr.
51.6%	67.1%
370,404	(410,904)

Pupil:Teacher Ratio
15.98 : 1

Total Change in Cash

(63,283)	(127,866)	66,028	(24,228)	176,129	58,426	78,179	(18,958)	68,454	(50,117)	174,665	(68,149)	
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Days Cash
184

Cash, Beginning of Month

1,243,991	1,180,708	1,052,843	1,118,870	1,094,642	1,270,771	1,329,197	1,407,376	1,388,418	1,456,873	1,406,756	1,581,421	
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Cash, End of Month

1,180,708	1,052,843	1,118,870	1,094,642	1,270,771	1,329,197	1,407,376	1,388,418	1,456,873	1,406,756	1,581,421	1,513,271	
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MY Academy Charter**Budget vs Actual**

For the period ended March 31, 2023

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	\$ 192,368	\$ 189,696	\$ 2,672	\$ 1,435,542	\$1,348,947	\$ 86,595	\$2,107,751
Education Protection Account	10,098	-	10,098	27,938	20,188	7,750	40,356
State Aid - Prior Year	25	-	25	(191)	-	(191)	-
In Lieu of Property Taxes	65,653	46,151	19,502	306,475	237,346	69,129	329,647
Total State Aid - Revenue Limit	268,144	235,846	32,298	1,769,764	1,606,482	163,282	2,477,754
Federal Revenue							
Special Education - Entitlement	-	1,974	(1,974)	-	14,038	(14,038)	21,933
Title I, Part A - Basic Low Income	-	-	-	13,269	24,449	(11,180)	24,449
Title II, Part A - Teacher Quality	-	-	-	4,422	4,117	305	4,117
Other Federal Revenue	-	18,600	(18,600)	30,344	55,801	(25,456)	74,401
Prior Year Federal Revenue	-	-	-	2,477	-	2,477	-
Total Federal Revenue	-	20,574	(20,574)	50,512	98,405	(47,892)	124,900
Other State Revenue							
State Special Education	-	11,014	(11,014)	25,462	78,320	(52,858)	122,375
Mandated Cost	-	-	-	7,354	6,302	1,052	6,302
State Lottery	17,861	-	17,861	31,635	10,146	21,489	40,585
Prior Year Revenue	-	-	-	10,248	-	10,248	-
Other State Revenue	-	68,083	(68,083)	8,000	204,250	(196,250)	272,333
Total Other State Revenue	17,861	79,097	(61,236)	82,699	299,017	(216,318)	441,594
Other Local Revenue							
Interest Revenue	641	217	424	1,601	1,950	(349)	2,600
School Fundraising	-	-	-	16,093	-	16,093	-
Contributions, Unrestricted	-	417	(417)	44,359	3,750	40,609	5,000
Total Other Local Revenue	641	633	8	62,053	5,700	56,353	7,600
Total Revenues	286,646	336,151	(49,506)	1,965,028	2,009,603	(44,576)	3,051,848
Expenses							
Certificated Salaries				945,270			
Teachers' Salaries	70,029	70,200	171	586,013	570,145	(15,868)	780,745
Teachers' Extra Duty/Stipends	2,348	3,107	759	20,590	24,855	4,264	34,175
Pupil Support Salaries	14,571	15,292	721	136,042	137,627	1,585	183,503
Administrators' Salaries	23,970	21,648	(2,321)	199,214	194,836	(4,378)	259,781
Other Certificated Salaries	-	-	-	3,412	-	(3,412)	-
Total Certificated Salaries	110,917	110,247	(670)	945,270	927,463	(17,808)	1,258,204
Classified Salaries				183,148			
Instructional Salaries	6,347	9,869	3,522	55,216	85,001	29,785	114,608
Clerical and Office Staff Salaries	14,426	19,536	5,109	127,932	175,820	47,887	234,426
Total Classified Salaries	20,773	29,404	8,631	183,148	260,821	77,673	349,034
Benefits				341,452			
State Teachers' Retirement System, certificated positions	19,103	17,375	(1,728)	154,776	146,166	(8,609)	198,290
OASDI/Medicare/Alternative, certificated positions	1,889	5,886	3,997	15,420	52,214	36,794	69,874
Medicare/Alternative, certificated positions	1,905	4,050	2,145	16,186	34,460	18,274	46,610
Health and Welfare Benefits, certificated positions	16,733	25,760	9,027	129,765	231,840	102,075	309,120
State Unemployment Insurance, certificated positions	101	3,350	3,249	4,926	28,474	23,548	33,499
Workers' Compensation Insurance, certificated positions	1,870	1,216	(654)	16,261	10,351	(5,911)	14,000
Other Benefits, certificated positions	580	2,064	1,484	4,118	17,562	13,444	23,754
Total Benefits	42,182	59,701	17,519	341,452	521,067	179,615	695,146
Books & Supplies							
Textbooks and Core Materials	-	4,167	4,167	-	37,500	37,500	50,000
School Supplies	389	280	(109)	1,426	2,520	1,094	3,365
Software	1,472	2,083	612	70,240	18,750	(51,490)	25,000
Office Expense	2,296	943	(1,352)	19,948	8,491	(11,457)	11,321
Business Meals	-	946	946	1,663	8,514	6,851	11,352
Noncapitalized Equipment	2,372	4,592	2,220	24,005	41,329	17,323	55,187
Food Services	236	-	(236)	2,436	-	(2,436)	-
Total Books & Supplies	6,764	13,012	6,247	119,717	117,104	(2,614)	156,225
Subagreement Services							
Special Education	2,529	-	(2,529)	22,059	-	(22,059)	-
Other Educational Consultants	672	13,117	12,445	34,575	118,056	83,481	157,577
Total Subagreement Services	3,201	13,117	9,916	56,634	118,056	61,422	157,577

MY Academy Charter**Budget vs Actual**

For the period ended March 31, 2023

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Operations & Housekeeping							
Auto and Travel	621	667	46	11,376	6,000	(5,376)	8,000
Dues & Memberships	-	667	667	13,788	6,000	(7,788)	8,000
Insurance	1,751	2,108	357	16,396	18,975	2,579	25,300
Communications	3,973	2,190	(1,783)	39,184	19,713	(19,471)	26,284
Postage and Shipping	171	392	221	3,134	3,525	391	4,700
Total Operations & Housekeeping	6,516	6,024	(493)	83,877	54,213	(29,664)	72,284
Facilities, Repairs & Other Leases							
Rent	1,761	1,896	134	14,465	17,062	2,597	22,750
Additional Rent	258	-	(258)	1,548	-	(1,548)	-
Other Leases	-	-	-	275	-	(275)	-
Total Facilities, Repairs & Other Leases	2,019	1,896	(124)	16,289	17,062	774	22,750
Professional/Consulting Services							
IT	4,022	-	(4,022)	41,668	-	(41,668)	-
Audit & Taxes	3,150	-	(3,150)	17,824	9,975	(7,849)	9,975
Legal	14,029	4,167	(9,862)	55,349	37,500	(17,849)	50,000
Professional Development	1,457	1,425	(32)	24,188	12,825	(11,363)	17,100
General Consulting	17,536	14,375	(3,161)	114,742	129,375	14,633	172,500
Special Activities/Field Trips	-	68	68	653	610	(43)	814
Bank Charges	25	-	(25)	195	-	(195)	-
Other Taxes and Fees	0	-	(0)	5,317	-	(5,317)	-
Payroll Service Fee	2,207	1,333	(873)	16,259	12,000	(4,259)	16,000
Management Fee	6,811	-	(6,811)	50,518	-	(50,518)	-
District Oversight Fee	3,556	2,237	(1,319)	26,672	15,236	(11,436)	23,500
County Fees	-	-	-	5,014	-	(5,014)	-
Public Relations/Recruitment	-	2,350	2,350	1,248	21,148	19,901	28,198
Total Professional/Consulting Services	52,792	25,955	(26,837)	359,645	238,669	(120,976)	318,087
Total Expenses	245,165	259,356	14,190	2,106,033	2,254,455	148,421	3,029,307
Change in Net Assets	41,480	76,795	(35,315)	(141,006)	(244,851)	103,846	22,541
Net Assets, Beginning of Period	935,015			1,117,501			
Net Assets, End of Period	\$ 976,495			\$ 976,495			

MY Academy Charter**Statement of Financial Position****March 31, 2023**

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Unrestricted Cash	\$ 995,133	\$ 1,243,991	\$ (248,858)	-20%
Restricted Cash	461,740	-	461,740	0%
Cash & Cash Equivalents	1,456,873	1,243,991	212,881	17%
Accounts Receivable	48,150	235,091	(186,941)	-80%
Due To/From Related Parties	-	1,116	(1,116)	-100%
Prepaid Expenses	28,535	50,271	(21,737)	-43%
Total Current Assets	1,533,557	1,530,469	3,088	0%
Total Assets	\$ 1,533,557	\$ 1,530,469	\$ 3,088	0%
Liabilities				
Current Liabilities				
Accounts Payable	\$ -	\$ 14,049	\$ (14,049)	-100%
Accrued Liabilities	95,322	211,719	(116,397)	-55%
Deferred Revenue	461,740	187,201	274,539	147%
Total Current Liabilities	557,062	412,969	144,094	35%
Total Liabilities	557,062	412,969	144,094	35%
Total Net Assets	976,495	1,117,501	(141,006)	-13%
Total Liabilities and Net Assets	\$ 1,533,557	\$ 1,530,469	\$ 3,088	0%

MY Academy Charter**Statement of Cash Flows****For the period ended March 31, 2023**

	Month Ended 03/31/23	YTD Ended 03/31/23
Cash Flows from Operating Activities		
Change in Net Assets	\$ 41,480	\$ (141,006)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Decrease/(Increase) in Operating Assets:		
Grants, Contributions & Pledges Receivable	-	186,941
Due from Related Parties	-	1,116
Prepaid Expenses	(9,845)	21,737
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	-	(14,049)
Accrued Expenses	(14,150)	(116,397)
Deferred Revenue	50,969	274,539
Total Cash Flows from Operating Activities	68,454	212,881
Change in Cash & Cash Equivalents	68,454	212,881
Cash & Cash Equivalents, Beginning of Period	1,388,418	1,243,991
Cash and Cash Equivalents, End of Period	\$ 1,456,873	\$ 1,456,872

MY Academy Charter**Check Register**

For the period ended March 31, 2023

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
20265	Acacia HR Solutions	Consulting Svcs - 03/23	3/2/2023	\$ 2,500.00
20266	Amazon Capital Services	Office & SpEd Supplies	3/2/2023	69.60
20267	Berkshire Hathaway Homestate Companies	Workers Comp - 01/23	3/2/2023	396.07
20268	C and L Hath Consulting, LLC	Office Supplies	3/2/2023	1,409.27
20269	Charter Impact	Business Mgmt Svcs - 03/23	3/2/2023	5,023.00
20270	LocoRobo Innovations Inc.	Drones (5) & Tent, Netting, Obstacles, Camera Mounts (1)	3/2/2023	1,500.00
20271	Procopio, Cory, Hargreaves & Savitch LLP	Legal Svcs through 01/17/23	3/2/2023	2,506.00
20272	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 02/24/23	3/6/2023	1,811.15
20273	Alpha Vision, Inc.	IT Svcs - 02/23 & Software - Backupify G-Suite	3/9/2023	120.00
20274	Amazon Capital Services	Office & School Supplies	3/9/2023	56.75
20275	CaliforniaChoice Benefit Administrators	Health Ins. - 03/23 - 04/23	3/9/2023	28,211.14
20276	Charter Impact	Payroll Processing Fee - 02/23	3/9/2023	296.25
20277	Clifton Larson Allen LLP	Audit Svcs - FYE 06/30/22	3/9/2023	3,150.00
20278	Corodata Records Management, Inc.	Record Storage	3/9/2023	87.33
20279	Keyn Group, LLC	IT Svcs & Communication Svcs & Software & Shipping	3/9/2023	2,036.71
20280	YMCA of San Diego County	Joiner's and Membership Fee - Juarez, A & Rodriguez, L	3/9/2023	672.00
20281	2022 CSDC Conference Registration	2022 CSDC Conference Registration - Dobson, B	3/16/2023	559.00
20282	Amazon Capital Services	Office Supplies	3/16/2023	413.01
20283	CA Charter Schools Conferences Registration	2023 Conference Registration Fee - Blitzstein, M & Dobson, B	3/16/2023	898.00
20284	Corodata Records Management, Inc.	Record Storage - 02/01/23 - 02/28/23	3/16/2023	54.17
20285	Edmentum	Software - 02/01/23 - 02/28/23	3/16/2023	325.00
20286	KM Educational Consulting and Executive Coaching S	Consulting Svcs - 02/23	3/16/2023	1,950.00
20287	Law Office of Young, Minney & Corr. LLP	Legal Svcs - 02/01/23	3/16/2023	674.50
20288	Michael Harrison	Catering Svcs	3/16/2023	236.00
20289	Procopio, Cory, Hargreaves & Savitch LLP	Legal Svcs through 12/31/22	3/16/2023	10,848.00
20290	Propio LS, LLC	SpEd Svcs	3/16/2023	54.29
20291	R&B Communications	IT Svcs - 02/23	3/16/2023	491.00
20292	TSW Therapy, Inc.	SpEd Svcs - 02/01/23 - 02/28/23	3/16/2023	2,475.00
20293	Amazon Capital Services	Office & School Supplies	3/23/2023	315.72
20294	California Pacific Charter Schools	Consulting Svcs - 02/23	3/23/2023	1,076.44
20295	Charter Impact	Student Data Svcs - 02/23	3/23/2023	1,787.50
20296	Larry Albert Alvarado	Stipend - 03/23	3/23/2023	600.00
20297	R&B Communications	IT Svcs	3/23/2023	1,731.00
20298	Verizon Wireless	Communication Svcs - 02/01/23 - 03/01/23	3/23/2023	3,167.22
20299	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 03/10/23	3/24/2023	733.24
20300	Acacia HR Solutions	Consulting Svcs - 04/23	3/30/2023	2,500.00
20301	Amazon Capital Services	Office Supplies	3/30/2023	178.85
20302	KRA Corporation	Consulting Svcs - Career Coaching - 02/01/23 - 02/28/23	3/30/2023	5,609.60
ACH	Michael P. Humphrey	Stipend - 03/23	3/23/2023	600.00
ACH	Michael P. Humphrey	Stipend - 03/23 - Additional	3/23/2023	450.00
ACH	Peter Matz	Stipend - 03/23	3/23/2023	600.00
ACH	Steve Fraire	Stipend - 03/23	3/23/2023	600.00
ACH	William W. Hall	Stipend - 03/23	3/23/2023	600.00
ACH	William W. Hall	Stipend - 03/23 - Additional	3/23/2023	450.00
ACH	Chase	Bank Charge	3/3/2023	25.00
ACH	Chase	CC Payment - Feb 23 Transactions	3/28/2023	<u>7,330.59</u>
Total Disbursements Issued in March				\$ <u>97,178.40</u>

MY Academy Charter

Accounts Payable Aging

March 31, 2023

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
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Total Outstanding Invoices \$ - \$ - \$ - \$ - \$ - \$ -

Motivated Youth Academy

60-Day Compliance Calendar

March 31, 2023

Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
DATA	May-08	CALPADS End-of-Year 1, 2, 3 and 4 - The data submission window opens on May 8, 2023 and closes on July 28, 2023. End-of-Year data includes: Course completion, program eligibility/participation, homeless students, student discipline, cumulative enrollment, student absence, postsecondary, RFEP count, work-based learning indicator, CTE, postsecondary outcomes for Students with Disabilities and SpED.	MYA	No	No	https://www.cde.ca.gov/ds/sp/cl/
FINANCE	May-08	Submit Charter Schools Annual Information Survey - The Charter Schools Annual Information Survey has 5 sections: location and school contact information, authorizing agency, site, curriculum and governance information, facilities, retirement and services information, and funding. The funding selection impacts how your school receives revenue payments. All charter schools must be either directly or locally funded. For example: LCFF apportionment funds for a locally funded charter school flow through its local chartering authority whereas funds for a direct funded charter school may flow directly to the county treasurer and then to the charter school. However, the funding type decision may impact the amount of other state and federal funds that a charter school receives, outside the LCFF. This decision may be reconsidered on an annual basis.	MYA	No	No	https://www.cde.ca.gov/sp/ch/csinfosvy.asp
FINANCE	May-15	Extended Due Date - Form 990 - The IRS Form 990 is the annual information return filed by most non-profit charter schools. The form should be reviewed and accepted by the Board prior to filing.	MYA/Audit firm	Yes	No	http://www.publiccounsel.org/useful_materials?id=0025
DATA	May-31	English Language Proficient Assessment - For public school students in California, English language proficiency (ELP) falls within the scope of state and federal laws. It is required that local educational agencies (LEAs) administer a state test of ELP, which for California is the ELPAC. Furthermore, state and federal laws require the ELPAC in California to be aligned with the state's English language development (ELD) standards. All students with an English Learner status must take the summative assessment.	MYA	No	No	https://www.elpac.org/
FINANCE	Due Date TBD (Open Mid-May)	Consolidated Application (ConApp) reporting - Winter - The ConApp is used by the CDE to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. The winter release is submitted in January of each year and contains the LEA's entitlements for each funded program.	Charter Impact with MYA support	No	No	https://www.cde.ca.gov/fg/aa/co/cars.asp
FINANCE	Jun-25	Certification of the Second Principal Apportionment - The Principal Apportionment includes funding for the Local Control Funding Formula, which is the primary source of an LEA's general purpose funding; Special Education (AB 602); and funding for several other programs. The Second Principal Apportionment (P-2), certified by June 25, is based on the second period data that LEAs report to CDE in April and May. P-2 supersedes the P-1 Apportionment calculations and is the final state aid payment for the fiscal year ending in June.	MYA	No	No	https://www.cde.ca.gov/fg/aa/pa/
FINANCE	June-30 but Varies	Local Control and Accountability Plan - The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs. The components of the LCAP for the 2023-2024 LCAP year must be posted as one document assembled in the following order: LCFF Budget Overview for Parents Plan Summary Engaging Educational Partners Goals and Actions Increased or Improved Services for Foster Youth, English Learners, and Low-income students Action Tables Instructions The LCAP must be presented at the same public meeting as the budget, preceding the budget hearing. LCAP and budget adoption must be at least 1 day after the public hearing.	MYA with Charter Impact support	Yes	No	https://www.cde.ca.gov/re/lc/
FINANCE	June-30 but Varies	Submit Preliminary Budget Plan to Authorizer - Charter Schools are required to submit their annual budgets to their authorizer by the authorizer-imposed deadline. Authorizers then use the budget to determine if the Charter School has reasonable financial health to sustain operations. The budget must be presented at the same public meeting as the LCAP, following the budget hearing. LCAP and budget adoption must be at least 1 day after the public hearing.	Charter Impact with MYA support	Yes	No	https://www.cde.ca.gov/fg/sf/fr/calendar22district.asp

FINANCE	Jun-30	Education Protection Account (EPA) spending plan - The governing board is required to approve a spending plan for EPA funds prior to recording allocable expenses for the year. This approval is not required by June 30th but is commonly approved during the annual budget adoption meeting for the upcoming year.	Charter Impact	Yes	No	https://www.cde.ca.gov/fg/aa/pa/pafaq.asp
FINANCE	Jun-30	School Nutrition Application Due for Community Eligibility or Provision 2 - School Nutrition Program Provisions 1, 2, 3, and the Community Eligibility Provision are alternative ways for local educational agencies to claim student meals. Provisions are methods for reducing paperwork and other administrative burdens at the local level by simplifying the traditional operating procedures for meal eligibility and meal counting. Schools must apply to participate in Provisions and receive approval from the California Department of Education (CDE) prior to implementation.	MYA	No	No	https://www.cde.ca.gov/ls/nu/sn/cep.asp https://www.cde.ca.gov/ls/nu/sn/provisions.asp
DATA	Jun-30	Principal Apportionment Data Collection - End-of-Year ADA data must be reconciled and submitted to Charter School authorizers for funding purposes. All attendance data collected from the first day of school to June 30 must be included in this submission. Due dates may vary and are prescribed by the schools' authorizer. The Principal Apportionment includes funding for the Local Control Funding Formula, which is the primary source of an LEA's general purpose funding; Special Education (AB 602); Expanded Learning Opportunities Program; and funding for several other programs. The Principal Apportionment is a series of apportionment calculations that adjust the flow of state funds throughout the fiscal year as information becomes known.	Charter Impact with MYA support	No	No	https://www.cde.ca.gov/fg/aa/pa/index.asp
DATA	Jun-30	English Language Proficiency Assessment - Students must be reclassified as fluent English proficient (RFEP) on or before 6/30/2022 per the school's reclassification criteria. Reclassification is the process whereby a student is reclassified from English learner (EL) status to Fluent English Proficient (RFEP) status. Reclassification can take place at any time during the academic year, immediately upon the student meeting all the criteria. General information on how to setup, monitor and report students' RFEP status can be found at the website within the Notes column.	Charter Impact with MYA support	No	No	https://www.cde.ca.gov/sp/el/rd/
OPERATIONS	Jun-30	Approve school calendar and instructional minutes - 180/175 days charter schools and are allowed to shorten instructional year by 5 days without fiscal penalty. Kindergarten ~ 600 hours; Grades 1-3 ~ 840 hours; Grades 4-8 ~ 900 hours; Grades 9-12 ~ 1080 hours	MYA	Yes	No	https://www.cde.ca.gov/fg/aa/pa/lcfitfaq.asp
FINANCE	Jun-30	Executive School Leadership Review Evaluation – The board of directors is responsible for hiring and establishing the compensation (salary and benefits) of the executive director by identifying compensation that is "reasonable and not excessive". The board conducting the review should document who was involved and the process used to conduct the review, as well as the disposition of the full board's decision to approve the executive director's compensation (minutes of a meeting are fine for this). The documentation should demonstrate that the board took the comparable data into consideration when it approved the compensation.	MYA	Yes	No	<u>This is an IRS requirement for Executive Director positions.</u> <u>If needed, Charter Impact can provide data on comparable salaries for your organization's Board of Directors.</u>
GOVERNANCE	Jun-30	Review your Homeless Education Policy - A Homeless Education Policy is used to ensure that your school is compliant with key provisions of the Education for Homeless Children and Youths Act. It is also used to collect the contact information for your required designated homeless liaisons at your school. All schools are required to establish a board approved Homeless Education Policy.	MYA	No	No	https://www.cde.ca.gov/sp/hs/cy/strategies.asp
GOVERNANCE	Jun-30	Review your Parental Involvement Policy - Every local educational agency (LEA) in California must have a parental involvement policy: Federal requirement (LEAs accepting Title I funds). State requirement (California Education Code [EC] for non-Title I schools. Parents must be involved in how the funds reserved for parental involvement will be allocated for parental involvement activities. Keep minutes and sign-in sheets documenting these discussions. The California Department of Education (CDE) reviews the Consolidated Application and Reporting System (CARS) to see if the required reservation has been made.	MYA	Yes	No	https://www.cde.ca.gov/sp/sw/t1/parentfamilyinvolve.asp

Coversheet

Consent - Business/Financial Services

Section:	X. Consent
Item:	A. Consent - Business/Financial Services
Purpose:	
Submitted by:	
Related Material:	Check Register (March) 2023.5.11.pdf Check Register (April) 2023.5.11.pdf BoardOnTrack Renewal 2023-2024.pdf

Motivated Youth Academy

Check Register

For the Month Ending March 31, 2023

Check Number	Vendor Name	Transaction Description	Check Date	Amount
20265	Acacia HR Solutions	Consulting Svcs - 03/23	3/2/23	2,500.00
20266	Amazon Capital Services	Office Supplies	3/2/23	69.60
	Amazon Capital Services	SpEd Supplies	3/2/23	69.60
20267	Berkshire Hathaway Homestate Companies	Workers Comp - 01/23	3/2/23	396.07
20268	C and L Hath Consulting, LLC	Office Supplies	3/2/23	1,409.27
20269	Charter Impact	Business Mgmt Svcs - 03/23	3/2/23	5,023.00
20270	LocoRobo Innovations Inc.	Drones (5) & Tent, Netting, Obstacles, Camera Mounts (1)	3/2/23	1,500.00
20271	Procopio, Cory, Hargreaves & Savitch LLP	Legal Svcs through 01/17/23	3/2/23	2,506.00
20272	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 02/24/23	3/6/23	1,811.15
20273	Alpha Vision, Inc.	IT Svcs - 02/23	3/9/23	120.00
	Alpha Vision, Inc.	Software - Backupify G-Suite	3/9/23	120.00
20274	Amazon Capital Services	Office Supplies	3/9/23	56.75
	Amazon Capital Services	School Supplies	3/9/23	56.75
20275	CaliforniaChoice Benefit Administrators	Health Ins. - 03/23	3/9/23	28,211.14
	CaliforniaChoice Benefit Administrators	Health Ins. - 04/23	3/9/23	28,211.14
20276	Charter Impact	Payroll Processing Fee - 02/23	3/9/23	296.25
20277	Clifton Larson Allen LLP	Audit Svcs - FYE 06/30/22	3/9/23	3,150.00
20278	Corodata Records Management, Inc.	Record Storage	3/9/23	87.33
20279	Keyn Group, LLC	IT Svcs & Communication Svcs & Software & Shipping	3/9/23	2,036.71
20280	YMCA of San Diego County	Joiner's and Membership Fee - Juarez, A & Rodriguez, L	3/9/23	672.00
20281	2022 CSDC Conference Registration	2022 CSDC Conference Registration - Dobson, B	3/16/23	559.00
20282	Amazon Capital Services	Office Supplies	3/16/23	413.01
20283	CA Charter Schools Conferences Registration	2023 Conference Registration Fee - Blitzstein, M	3/16/23	898.00
	CA Charter Schools Conferences Registration	2023 Conference Registration Fee - Dobson, B	3/16/23	898.00
20284	Corodata Records Management, Inc.	Record Storage - 02/01/23 - 02/28/23	3/16/23	54.17
20285	Edmentum	Software - 02/01/23 - 02/28/23	3/16/23	325.00
20286	KM Educational Consulting and Executive Coaching Services	Consulting Svcs - 02/23	3/16/23	1,950.00
20287	Law Office of Young, Minney & Corr. LLP	Legal Svcs - 02/01/23	3/16/23	674.50
20288	Michael Harrison	Catering Svcs	3/16/23	236.00
20289	Procopio, Cory, Hargreaves & Savitch LLP	Legal Svcs through 12/31/22	3/16/23	10,848.00
20290	Propio LS, LLC	SpEd Svcs	3/16/23	54.29
20291	R&B Communications	IT Svcs - 02/23	3/16/23	491.00
20292	TSW Therapy, Inc.	SpEd Svcs - 02/01/23 - 02/28/23	3/16/23	2,475.00
20293	Amazon Capital Services	Office Supplies	3/23/23	315.72
	Amazon Capital Services	School Supplies	3/23/23	315.72
20294	California Pacific Charter Schools	Consulting Svcs - 02/23	3/23/23	1,076.44
20295	Charter Impact	Student Data Svcs - 02/23	3/23/23	1,787.50
20296	Larry Albert Alvarado	Stipend - 03/23	3/23/23	600.00
20297	R&B Communications	IT Svcs	3/23/23	1,731.00
20298	Verizon Wireless	Communication Svcs - 02/01/23 - 03/01/23	3/23/23	3,167.22
20299	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 03/10/23	3/24/23	733.24
20300	Acacia HR Solutions	Consulting Svcs - 04/23	3/30/23	2,500.00
20301	Amazon Capital Services	Office Supplies	3/30/23	178.85
20302	KRA Corporation	Consulting Svcs - Career Coaching - 02/01/23 - 02/28/23	3/30/23	5,609.60
MYA230324-01	Michael P. Humphrey	Stipend - 03/23	3/23/23	600.00
MYA230324-02	Michael P. Humphrey	Stipend - 03/23 - Additional	3/23/23	450.00
MYA230324-03	Peter Matz	Stipend - 03/23	3/23/23	600.00
MYA230324-04	Steve Fraire	Stipend - 03/23	3/23/23	600.00
MYA230324-05	William W. Hall	Stipend - 03/23	3/23/23	600.00
MYA230324-06	William W. Hall	Stipend - 03/23 - Additional	3/23/23	450.00

Total Disbursements Issued in March \$ 119,494.02

Motivated Youth Academy**Check Register****For the Month Ending April 30, 2023**

Check Number	Vendor Name	Transaction Description	Check Date	Amount
20268	C and L Hath Consulting, LLC	Office Supplies	4/5/23	0.00 VOID
20288	Michael Harrison	Catering Svcs	4/7/23	0.00 VOID
20303	Amazon Capital Services	Office Supplies	4/6/23	158.45
	Amazon Capital Services	School Supplies	4/6/23	158.45
20304	Berkshire Hathaway Homestate Companies	Workers Comp - 02/23	4/6/23	2,294.64
20305	C and L Hath Consulting, LLC	Office Supplies	4/6/23	1,860.99
	C and L Hath Consulting, LLC	Office Supplies & Shipping	4/6/23	1,860.99
20306	CA County Superintendents	JCCASA 2023 Conference - 03/30/23	4/6/23	525.00
20307	Clifton Larson Allen LLP	Audit Svcs - FYE 06/30/22	4/6/23	525.00
20308	Edmentum	Software - 10/01/22 - 02/18/23	4/6/23	1,200.00
20309	Keyn Group, LLC	IT Svcs & Laptop (1) & Software & Office Supplies	4/6/23	3,778.92
20310	Propio LS, LLC	SpEd Svcs	4/6/23	183.60
20311	Specialized Therapy Services, Inc.	SpEd Svcs - 02/28/23	4/6/23	1,767.50
20312	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 03/24/2023	4/10/23	1,811.15
20313	Michael Harrison	Catering Svcs	4/12/23	236.00
20314	Alpha Vision, Inc.	IT Svcs - 03/23	4/13/23	320.00
	Alpha Vision, Inc.	Software - Backupify G-Suite	4/13/23	320.00
20315	Amazon Capital Services	Office Supplies	4/13/23	139.09
20316	CaliforniaChoice Benefit Administrators	Health Ins. - 05/23	4/13/23	17,731.15
20317	Charter Impact	Business Mgmt Svcs - 04/23	4/13/23	5,705.50
	Charter Impact	Student Data Svcs - 03/23	4/13/23	5,705.50
20318	Charter Impact	Payroll Processing Fee - 03/23	4/13/23	293.50
20319	Class of Recognition	School Supplies	4/13/23	1,411.20
20320	Edmentum	Software - 03/27/23 - 03/26/24	4/13/23	8,190.00
20321	MaverickLabel.com, Inc.	Office Supplies	4/13/23	335.15
20322	School Pathways LLC	SIS & PLS - Annual Subscription - 07/01/22 - 06/30/23 Qtr	4/13/23	5,273.32
20323	Sketchlyfe Studio	Office Supplies	4/13/23	54.00
20324	Specialized Therapy Services, Inc.	SpEd Svcs - 01/23	4/13/23	2,620.00
20325	YMCA of San Diego County	Joiner's and Membership Fee - Barraza, M	4/13/23	264.00
20326	Amazon Capital Services	Office Supplies	4/20/23	39.85
20327	APLUS+	Consulting Svcs - 07/01/23 - 06/30/24	4/20/23	7,750.00
20328	Charter Schools Development Center	2023 Leadership Intensive Tuition - 06/26/23 - 06/30/23	4/20/23	4,950.00
20329	Corodata Records Management, Inc.	Record Storage - 03/01/23 - 03/31/23	4/20/23	54.17
20330	Edmentum	Software - 07/01/23 - 06/30/24	4/20/23	30,474.50
20331	KM Educational Consulting and Executive Coaching Services	Consulting Svcs - 03/23	4/20/23	2,100.00
20332	KRA Corporation	Consulting Svcs - Career Coaching - 03/01/23 - 03/31/23	4/20/23	6,486.41
20333	Pathful, Inc.	License - Connect Site - 05/04/23 - 06/24/23	4/20/23	3,300.00
20334	Propio LS, LLC	SpEd Svcs	4/20/23	192.48
20335	R&B Communications	IT Svcs - 03/01/23 - 03/31/23	4/20/23	491.00
20336	School Pathways LLC	SIS & PLS - Annual Subscription - 01/01/23 - 03/31/23	4/20/23	570.79
20337	USA Custom Pad Corp	School Supplies	4/20/23	463.00
20338	Verizon Wireless	Communication Svcs - 03/02/23 - 04/01/23	4/20/23	3,005.34
20339	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 04/10/23	4/24/23	736.65
20340	Larry Albert Alvarado	Stipend - 04/23	4/25/23	600.00
20341	ChoiceBuilder	Health Insurance - 04/23	4/26/23	1,156.10
MYA230426-01	Michael P. Humphrey	Stipend - 04/23	4/25/23	600.00
MYA230426-02	Michael P. Humphrey	Stipend - 04/23 - Additional	4/25/23	450.00
MYA230426-03	Peter Matz	Stipend - 04/23	4/25/23	600.00
MYA230426-04	Steve Fraire	Stipend - 04/23	4/25/23	600.00
MYA230426-05	William W. Hall	Stipend - 04/23	4/25/23	600.00
MYA230426-06	William W. Hall	Stipend - 04/23 - Additional	4/25/23	450.00

Total Disbursements Issued in April \$ 130,393.39

Renewal Membership Agreement: 2023 - 2024

Term and Fee

The agreement below outlines the term and fee associated with your BoardOnTrack membership renewal. Your membership fee is due 30 days prior to the Renewal Start Date.

After you electronically sign this contract, we will send an invoice to the invoice email address listed below. Please let us know if any billing information is incorrect. It is okay to sign the contract and then let us know via email of any changes to billing information.

Member Billing Information

Member	MY Academy
Billing Address	500 LaTerraza Blvd. #150 Escondido, CA 92025
Billing Contact Name	Bill Dobson
Billing Contact Role	Interim Director
Billing Contact Email Address	bdobson@myacademy.org
Billing Contact Phone Number	(619) 343-2048

Invoice Will Be Sent To:	bdobson@myacademy.org
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Membership Terms

Renewal Start Date	07 / 01 / 2023
Membership Package	Targeted
Membership Term	1 year
Membership Fee	\$4,995.00

By signing this agreement, MY Academy agrees to the terms described above.

Authorized Signature

Accepted By (Member) _____

Printed Name: _____ Date of Member Acceptance: _____

I read, understand, and accept the BoardOnTrack Terms and Conditions available [here](#). I certify that I am authorized to sign and enter into an agreement for the organization purchasing the BoardOnTrack Membership. Note: You can find BoardOnTrack's W-9 form [here](#).

Coversheet

Consent - Policy Development

Section: X. Consent
Item: C. Consent - Policy Development
Purpose: Vote
Submitted by:
Related Material:
2022 MYA 1020 School Sponsored Field Trips and Cultural Excursions Policy.pdf

COMMUNITY RELATIONS**1020-MYA****SCHOOL SPONSORED FIELD TRIPS & CULTURAL EXCURSIONS
POLICY**

Motivated Youth Academy (“MYA” or “Charter School”) recognizes that field trips sponsored by the Charter School may be an important component of a student’s personalized learning plan. Besides supplementing and enriching learning experiences, such trips encourage new interests among students, make them more aware of community resources, and help them relate their learning to the outside world.

The safety and security of MYA students is the priority when planning or participating in field trips. These activities will be carried out in such a manner to maximize and ensure student safety.

Definition

A “*field trip*” involves students participating in school sponsored educational opportunities in connection with MYA’s course of study or school related social, educational, cultural, athletic, or other extracurricular or co-curricular activities.

Selection of Field Trips

Motivated Youth Academy will continue to research and provide learning opportunities that enrich the student experience. The Executive Director shall have the authority to approve all in-state day (non-overnight) field trips. Requests for out of state, out of country, or overnight travel shall be brought before the Board of Directors for approval. The Executive Director will initially receive all such requests and make a recommendation to the Board of Directors as to whether the request should be approved.

Responsibilities

1. MYA's "Operations and Project Manager" – Each field trip shall have Charter School staff as chaperones in charge of the trip. MYA's "Operations and Project Manager" shall be responsible to complete the following:
 - a. Obtain preliminary approval of overnight field trips from the Executive Director. MYA staff works together to approve day trips.
 - b. For overnight/out of area field trips, prepare a proposal, including a complete description of the trip, preferred date, educational objective of the trip, costs and funding for the trip, and submit the proposal to the Executive Director for approval.
 - c. Ensure that all required permission forms are properly completed and collected from the parent/legal guardian of every participating student prior to departure. Each permission slip must indicate the exact destination and date for the field trip.
 - d. Ensure that certificates of insurance are obtained from or issued to any organizations involved in the field trip, if applicable.

COMMUNITY RELATIONS**1020-MYA****SCHOOL SPONSORED FIELD TRIPS & CULTURAL EXCURSIONS
POLICY**

- e. Establish and communicate the expectations for student behavior and staff responsibility for staff chaperones for all trips, including required equipment and procedures.
2. As the person responsible for all educational activities, it is the ultimate responsibility of the MYA's "Operations and Project Manager" to ensure that:
 - a. Out of area and overnight field trip requests are approved by the Board prior to booking the overnight trips - overnight trips are only for students - no siblings or parents/guardians are allowed to attend.
 - b. Chaperone groups and a communication protocol, in the event of emergency, have been established.
 - c. Field trip permission forms are completed and accessible online.
 - d. The ratio of adults to students shall be adequate to the activities undertaken, age of the students, and specific requirements of the trip. Recommended ratios of students to adults are 10 to 1.
 - e. Payment information is communicated to Student Services.

Participation

1. Approved participants for the general field trips shall include only students who are currently enrolled (on the date of the trip), parents/guardians, and Charter School employees.
2. Field trip attendance is a privilege that may be revoked by the Executive Director based on student behavior or whose presence on the trip would pose a safety or disciplinary risk. The Charter School will work with counsel prior to excluding a student from a field trip to assist the school in considering the specific students and any special protections they may have (i.e. special education).

Permission Slips

Before a student can participate in a school-sponsored trip, the MYA's "Operations and Project Manager" shall obtain parent/guardian permission for the trip. Whenever a trip involves water activities, the parent/guardian shall provide specific permission for his/her child to participate in the water activities.

1. Parents/guardians should be notified at least two (2) weeks in advance of day field trips unless there are special circumstances approved by the Executive Director.
2. Parents/guardians should be notified at least four (4) weeks in advance of overnight field trips. The purpose of this notice is to inform parents/guardians of any special items, i.e., down sleeping bags, etc. they may need to borrow in order to outfit their student appropriately and to notify parents/guardians of estimated costs to allow time to budget for their financial contribution.

COMMUNITY RELATIONS**1020-MYA****SCHOOL SPONSORED FIELD TRIPS & CULTURAL EXCURSIONS
POLICY**

All persons making the field trip shall be deemed to have waived all claims against the Charter School or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip. All adults taking out-of-state field trips and all parents/guardians of students taking out-of-state field trips shall sign a statement waiving such claims.

Items that will be included on the permission slip are:

1. An emergency phone number for each educational rights holder listed on the student's record in the Charter School's student information system ("SIS")
2. Any medications the student is required to take with the time and dosage required
3. Any medications the student is allergic to
4. Any other medical information necessary to ensure the student's safety
5. Waiver as described above

Charter School staff will have access to completed and signed permission slips housed online.

Disciplinary Rules

Students are under the jurisdiction of the Charter School Board at all times during the field trip and all MYA policies continue to be enforced during field trips. Charter School disciplinary policies are to be adhered to at all times. (e.g. Horseplay, practical jokes, harassment, taunting, rough play, aggressive or violent behavior, profanity, viewing of pornographic material, and use of alcohol and/or controlled substances during the field trip or excursion are strictly prohibited.)

Defraying Expenses of Field Trips

MYA may charge a fee for field trips pursuant to section 35330 of the Education Code. However, MYA will endeavor to keep the costs of any field trips affordable for all students' families. In no event will a student be prevented from participating in the field trip due to lack of sufficient funds. In accordance with Education Code section 35330(b), MYA will coordinate the efforts of community service groups to supply funds for students in need.

Parents/guardians attending a specified field trip are expected to pay for the costs of their own expenses. Payments will be accepted in advance via methods approved by the Charter School.
NO CASH WILL BE ACCEPTED.

NO REFUND POLICY: Once field trip sign-ups are completed, no refunds shall be provided.

Records

1. The Charter School shall maintain field trip records for each trip. Records may include trip approval, itineraries, and permission slips.

COMMUNITY RELATIONS**1020-MYA****SCHOOL SPONSORED FIELD TRIPS & CULTURAL EXCURSIONS
POLICY****Field Trip Safety**

The Executive Director shall ensure that the MYA's "Operations and Project Manager" develops plans, which provide for the safety of students and their proper supervision by certificated staff on all school-sponsored trips. Other Charter School employees may participate in this supervision and may be asked to attend preparatory training sessions and/or meetings.

Supervision of Field Trips

MYA's "Operations and Project Manager" will manage the Charter School staff chaperone sign up sheet and communicate with school staff regarding roles and responsibilities for each field trip. Any injuries or unusual incidents occurring during the field trip will be documented in writing by the "Operations and Project Manager" or their designee and submitted to the Charter School's Executive Director within 24 hours of the completion of the field trip.

The Executive Director shall ensure that the field trips have an adequate number of adults attending to safely supervise the student attending the field trip.

A first aid kit shall be in the possession of or immediately available to a teacher, employee, or agent of the school during the student field trip or excursion. Whenever trips are conducted in areas known to be infested with poisonous snakes, the first aid kit taken on the trip shall contain medically accepted snakebite remedies. In addition, a teacher, employee, or agent of the school who has completed a first aid course which is certified by the American Red Cross and which emphasizes the treatment of snakebites shall participate in the trip.

Charter School employees and volunteers shall not consume alcohol or use controlled substances (except for medications taken under a physician's orders) while accompanying and supervising students on a field trip.

Accident Insurance

The Charter School provides student accident insurance which covers medical expenses arising from student injuries while participating in a Charter School-sponsored activity. The family's health insurance is primary, but if there is no health insurance, MYA's Student Accident Insurance becomes primary. Information and applications for student accident insurance are available from the Executive Director. The cost incurred by MYA shall be covered by the pupil or his or her parent or guardian.

COMMUNITY RELATIONS**1020-MYA****SCHOOL SPONSORED FIELD TRIPS & CULTURAL EXCURSIONS
POLICY****Parent or Guardian Participation in Field Trips**

As field trips are an integral part of the MYA learning experience, parents/guardians are requested to participate with their students. The Executive Director or the coordinating teacher will provide parents and guardians with specific supervisory guidelines prior to any Charter School group trip involving students. Topics to be included are safety regulations, emergency responses, and responsibilities of the parent volunteers and language or behavior requirements of all attendees.

Each parent or guardian will be responsible for their student at all times during the field trip. Under no circumstances will a parent or guardian consume alcohol or use controlled substances (except for medications taken under a physician's orders) during a field trip. The parent or guardian will notify the MYA's "Operations and Project Manager" in advance of the field trip, should the parent/guardian be under a physician's orders and using medications.

All parents or guardians of pupils taking out-of-state field trips are required to sign a statement waiving all claims against MYA, its employees, and the State of California for injury, accident, illness or death occurring during or by reason of the field trip.

Transportation

At all times during the field trip, teachers, staff, and parents will use the safest mode of transportation and the safest and most direct routes of travel. If travel is not by bus, the legal occupancy limit of ten (10) occupants (including the driver) must not be exceeded, all speed notices must be strictly adhered to and students are to be seated with individual seat belts at all times.

MYA shall take reasonable precautions to ensure that all employees and volunteers who transport students are responsible and capable operators of the vehicles to be used and ensure compliance with MYA Student Transportation Policy and Driver Requirements as follows:

Any person who transports any student other than their own child for a field trip must provide a copy of the following:

1. Proof of liability insurance for their vehicle with a minimum of \$100K/\$300K coverage.
2. A copy of their Driver's License and Vehicle Registration. A written statement acknowledging that their insurance carrier is the primary agent responsible for insurance during the field trip or excursion.
3. A criminal background check conducted by the California Department of Justice ("DOJ"). Employees or volunteers whose DOJ report reveals a Driving Under the Influence conviction shall not be permitted to transport students or operate any vehicle on Charter School business for ten (10) years from the date of the conviction. Any employee or volunteer convicted of a felony shall not be permitted to transport Charter School students on Charter School business.

COMMUNITY RELATIONS**1020-MYA****SCHOOL SPONSORED FIELD TRIPS & CULTURAL EXCURSIONS
POLICY**

4. A Department of Motor Vehicles record. Employees or volunteers with driving records with two (2) points or more shall not be permitted to transport students or operate any vehicle for Charter School field trips and excursions.

Each of these items will be provided to the MYA's "Operations and Project Manager" prior to driving on a field trip. Under no circumstances shall students transport other students.

For the volunteer's safety and that of all the students in their car, the following rules apply:

1. All Charter School rules apply to students in the volunteer's car. Volunteer drivers are free to appropriately manage student behavior as necessary to maintain safety.
2. All California driving laws must be followed including child restraint laws: no texting or distracted driving, hands-free phone use only.
3. No movies may be shown in vehicles.
4. No side trips allowed, including gasoline stops. Please be sure to have enough gas before leaving on the trip.
5. Maps and directions from the teacher should be reviewed prior to leaving.

No purchases for students should be made on the field trip including food or treats for students in the car.

Call the Charter School office immediately if there is a problem.

Overnight and Out-of-Area Field Trips

In addition to the responsibilities listed above, the following requirements apply to overnight and out of area field trips:

1. All overnight field trips must be accompanied by at least one certificated staff person.
2. Ratio of adults to students shall be adequate to the activities undertaken, age of the students, and specific requirements of the trip. Recommended ratios of students to adults are at least 10 to 1 for overnight trips.

COMMUNITY RELATIONS**1020-MYA**

**SCHOOL SPONSORED FIELD TRIPS & CULTURAL EXCURSIONS
POLICY****Family Led Field Trips/Excursions**

A family led field trip/excursion is defined as one that is organized and promoted by an outside organization or group other than MYA, whether or not it is of an educational value or is somehow connected to a particular course of study. This includes trips that are organized by an organization or group that may be affiliated with MYA (e.g., parent groups or organizations, cultural groups, etc.). The following guidelines apply to family led field trips and excursions:

1. Students will not receive credit/time value for family led field trips or excursions.
2. Teachers are not responsible for creating school work ahead of time.
3. Students must make up for missed academic work.
4. MYA has no responsibility to provide travel.
5. Any employee of MYA who attends a non-school-sponsored field trip/excursion does so voluntarily and is not acting as an employee of MYA.
6. If a family led field trip/excursion is promoted on MYA property, email accounts and/or social media sites, all materials must clearly state that this is a family led field trip/excursion.
7. No insurance coverage will be provided by MYA.
8. MYA assumes no legal or financial responsibility for family led field trips and excursions.

Coversheet

Approval of Services Fee Agreement with CFOMW Tax, LLC

Section: XI. Business/Financial Services
Item: A. Approval of Services Fee Agreement with CFOMW Tax, LLC
Purpose: Vote
Submitted by: Bill Dobson
Related Material:
CFOMW Tax, LLC_Fee_Agreement_and_Engagement_re_IRS_Employee_Retention_Tax_Credit_- _Unsigned.pdf

BACKGROUND:

The Employee Retention Tax Credit (ERTC) is being provided by the IRS as a refundable tax credit for businesses that continued to pay employees during COVID-19.

Motivated Youth Academy is pursuing these credits that the school is eligible for since the refund is unrestricted, and the LEA can plan for a one-time expenditure. Cash will also be improved if any large

outflows occur for any unforeseen or foreseen economic reasons. The range for the MYA gross ERTC credit is estimated at \$12-15K per employee or around \$460K in total. This estimate excludes any third-party costs.

The cash will come in the form of checks directly from the Treasury/IRS and will be considered 100% unrestricted. Any potential revenue will not be included in this years forecast as the payments are expected to be received in six to eight months during FY23-24.

CFOMW Tax, LLC will perform services, specifically calculating MYA's potential refund claim related to the IRS. Employee Retention Tax Credit ("ERTC"), prepare all related tax forms to obtain the ERTC, and,

if necessary, provide audit representation related to the ERTC (the "Engagement"). CFOMW Tax, LLC anticipates this work will require a review of MYA's historical tax records and asking various questions

related to the engagement.

RECOMMENDATION:

It is recommended the Board approve the CFOMW Tax, LLC Fee Agreement and Engagement regarding the IRS Employee Retention Tax Credit.

Fiscal Impact: Not to exceed 10% of the total amount paid to MYA, estimated at \$46,000.

CFOMW Tax, LLC

38 29th Place

Venice, CA 90291

SERVICES FEE AGREEMENT

Instructions: Review and sign the agreement below on a desktop computer.

Via Email: bdobson@myacademy.org

RE: Fee Agreement and Engagement for Motivated Youth Academy

Dear Bill Dobson,

Thank you for selecting CFOMW Tax, LLC (the "Firm" or "we") to provide Motivated Youth Academy ("Client" or "you") with the tax consulting services set forth below. In connection with our engagement to perform this work, we require written acknowledgement of this agreement for our files and the relevant rules of professional conduct.

We feel that it is in the best interest of our clients that they be fully informed of our billing practices and what services we will be undertaking on their behalf. The purpose of this letter, therefore, is to set forth the scope of our engagement to you, to set forth the financial arrangements regarding our engagement, and to verify our agreement of the foregoing:

1. Scope of Engagement

Subject to the terms and conditions herein, including without limitation advance payment of the retainer and a signed copy of this agreement, the Firm will perform those services which you requested and, more specifically, calculating your potential refund claim related to the IRS Employee Retention Tax Credit ("ERTC"), prepare all related tax forms to obtain the ERTC, and,

if necessary, provide audit representation related to the ERTC (the "Engagement"). We anticipate this work will require us to review your historical tax records and ask you various questions related to the Engagement.

2. Responsibilities of the Parties

The Firm will provide those services reasonably required to represent you in prosecuting the claims described in Paragraph 2 and will take reasonable steps to keep you informed of progress and developments, and to respond promptly to inquiries and communications. You agree to be truthful with the Firm, to cooperate, to keep the Firm informed of any information and developments which may come to your attention, to abide by this Agreement, to pay the Firm's bills for costs on time, and to keep the Firm advised of your address, telephone number and whereabouts. You agree to cooperate fully with the Firm in all matters related to the preparation and presentation of your claims.

3. Fee for Representation

Generally, we bill an hourly rate, however for this matter we will only bill you to complete the Engagement if the Engagement results in a refund of taxes or amounts previously paid or due related to a successful ERTC claim. In the event that you obtain a refund related to taxes or amounts paid pursuant to the ERTC claim, you shall pay a fee as follows:

Ten percent (10.0%) of the total refund amount received. For the avoidance of doubt, should you receive a refund of \$100,000; you shall pay me a fee of \$10,000. This fee is due immediately and payable within thirty (30) days of receipt of part or all of the refund you receive. Should your refund be overturned by the IRS on audit, the Firm will refund the fee previously paid pro-rata with the principal amount the Client repays to the IRS. For the avoidance of doubt, should the Client pay a fee to the Company of One Hundred Dollars \$100 and the IRS later overturns Ten Percent (10%) of the original refund principal amount, the Firm shall repay the Client Ten Dollars (\$10).

In the event we are required to do additional work outside the reasonably anticipated scope of this Engagement ("Out-of-Scope Services"), such work shall be on a separate hourly basis and may require a separate engagement letter; an hourly rate can be outlined in that agreement. Out-of-Scope Services shall include work on separate or distinct matters not contemplated initially by both parties at the time this Agreement was entered into, or rework or other updates to documents necessary to correct inaccurate statements or representations. If we anticipate the need to provide any significant Out-of-Scope Services in connection with Engagement, we will endeavor to notify you before commencing with such work and incurring expenses and time and may request that you sign a separate engagement letter for the additional services to be performed.

Out-of-Scope Services include, but are not limited to the following:

- Preparation of original or amended federal or state income tax returns other than those as outlined in the Engagement;
- Bookkeeping or financial record compilation services;
- Representation before state tax authorities concerning audits or formal examinations;
- Other business consulting services not related to the proposed Engagement;
- Preparing or drafting of other legal documents not specifically discussed earlier;
- Costs for subsequent state revenue authority appeals and audits, or costs incurred for filing in federal, District Court, or any other state

We do our best to see that our clients are satisfied not only with our services but also with the reasonableness of the fees and disbursements charged for these services. Therefore, if you have any questions about or objection to a statement or the basis for our fees to you, you should raise it promptly and not more than thirty (30) days after you receive a bill for discussion. If you object only to a portion of the statement, we ask you pay the remainder, which will not constitute a waiver of your objections.

4. Disbursements

The performance of professional services generally involves costs and expenses, some of which must be paid to third parties. These expenses include, but are not limited to, administrative filing fees, court reporters, deposition fees, travel costs, copying costs, telecopier costs, messenger services, long distance telephone charges, computerized research expenses and expenses of experts whom we deem appropriate to assist in our representation of you. For purposes of this Engagement, we shall not charge any amounts for costs and expenses.

5. Retainer

No retainer is being requested as part of this Engagement.

6. No Guarantees

The Firm and you understand and agree that no results have been guaranteed by the Firm or any of its employees and that this agreement is not based upon any such promises or anticipated results.

7. Disputes and Arbitration

In the unlikely event you and the Firm are unable to resolve differences on the question of any fee and/or expense items, you hereby agree to make a good faith effort at resolving the dispute. If the

dispute cannot be resolved, the parties agree to submit all disputes arising under this agreement to arbitration in Los Angeles, California before a single arbitrator of the American Arbitration Association ("AAA"). The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law in California. No party to this agreement will challenge the jurisdiction or venue provisions as provided in this section. Nothing contained herein shall prevent the party from obtaining an injunction.

8. Withdrawal from Representation

Our firm's relationship with you is one of mutual trust and confidence. If you, for whatever reason, wish us to cease representing you, you may request that we do so. If we feel we no longer wish to represent you, we will inform you in writing so you have sufficient time to find new representation. We generally will only do so in the following circumstances: (a) a lack of cooperation by you in promptly submitting necessary requested information; (b) your knowingly providing us, your adversaries or the government with false information; (c) your disregard of advice about matters of critical importance to your case; (d) your failure to promptly pay fees; or (e) for any other reason provided advance notice is provided.

Upon such termination, however, you would remain liable for any unpaid fees and costs. We also shall be authorized to reveal this agreement and any other necessary documents to any court or agency if the same should prove necessary to effect withdrawal or collection of our fees. Should you terminate the Engagement after the relevant forms required to file the ERTC are provided to you and a refund is later obtained, the fees stated above shall remain fully due and payable.

It is the policy of this firm to make every effort to have our clients feel that they are treated on a fair basis. We welcome an honest discussion of our fees and our services and encourage our clients to inquire about any matter relating to our fee arrangement or monthly statements that are in anyway unclear or appear unsatisfactory. If you have any questions, please do not hesitate to call us.

9. Miscellaneous

This agreement will also apply to services rendered for such future matters that we agree will be handled by the Firm. If, however, such services, are substantially different from those to which this agreement applies (for instance, an appearance on your behalf in court), either party may request that a new agreement be executed, or that this agreement be re-acknowledged.

By executing this agreement, you acknowledge that fees received by the Firm may be utilized to pay employees or contractors associated with the Firm who assisted with the Engagement.

The Firm is not responsible for any errors or omissions regarding information, in whatever form, that you provide to the Firm; you agree that the Firm cannot verify the accuracy of your information and as such the Firm is in no way liable in any way for such provided information.

If this letter correctly sets forth your understanding of the scope of the services to be rendered to the company by the Firm and the manner by which fees will be charged and paid, and if the terms of the engagement are satisfactory, please execute the enclosed copy of this letter and return it to us. If the scope of the services described is incorrect or if the terms of the engagement set forth in this letter are not satisfactory to you, please let us know in writing so that we can discuss either aspect.

By executing this agreement, you acknowledge that there is uncertainty concerning the outcome of this matter and that the Firm and the undersigned professionals have made no guarantees as to the disposition of any phase of this matter. All representations and expression relative to the outcome of this matter, are only expressions of the said professional's opinions and do not constitute guarantees. We look forward to continuing to work with you and thank you once again for the opportunity to serve.

Very truly yours,



Michael Williams

READ, AGREED AND CONSENTED TO:

Signer Name *

Bill

First Name

Dobson

Last Name

Signer Title *

Interim Director

Date *

04-27-2023

Date

Signature *

Clear

Submit

Coversheet

Approval of Regus Premier Offices Agreement 2023-24 (Renewal)

Section:	XI. Business/Financial Services
Item:	B. Approval of Regus Premier Offices Agreement 2023-24 (Renewal)
Purpose:	Vote
Submitted by:	Bill Dobson
Related Material:	Regus Premier Offices Renewal Agreement MYA.pdf

BACKGROUND:

Regus Premier Offices Agreement (Renewal) is for office space that Motivated Youth Academy currently utilizes.

The REGUS Corporation provides flexible office space to customers. This agreement will provide MYA with two dedicated offices at the La Terraza Corporate Plaza 500 La Terraza Blvd, Suite 150 Escondido, CA 92025. The offices are all inclusive with furniture, utilities, high speed internet, and janitorial services provided. Tenants have access to a lounge, kitchen, meeting rooms and small conference rooms in the Suite.

MYA will have a home private office in the La Terraza Corporate Plaza. The serviced offices have everything taken care of - from the furniture to the high-speed WiFi. Anchor tenants in the building include Wells Fargo and Elizabeth Hospice.

In addition to this workspace MYA employees will have access to shared Regus workspaces throughout the regions MYA serves. The contract ends on June 30, 2024.

RECOMMENDATION:

It is recommended the Board approve the Regus Premier Offices Agreement for Motivated Youth Academy, as presented.

Fiscal Impact: \$25,548



Renewal Agreement:

English (US)

Agreement Date : April 27, 2023

Reference No : R-2535169

Business Center Details

CA, Escondido - La Terraza Corporate Plaza

Client Details

Company Name Motivated Youth Academy

Phone +1 808-368-8142

Email bdobson@myacademy.org

Office Payment Details (exc. tax and exc. services)

Office Number	Number of People	Price per Office
103	1	\$ 1,220.00
116	1	\$ 909.00

Service Provision :

Start Date

July 1, 2023

End Date

June 30, 2024

All agreements end on the last calendar day of the month.

Terms and Conditions

We are Regus Management Group, LLC, please click the link below for terms and conditions.

AGREEMENT TO ARBITRATE; CLASS ACTION WAIVER: Any dispute or claim relating in any way to this agreement shall be resolved by binding arbitration administered by the American Arbitration Association in accord with its Commercial Arbitration Rules (available at www.adr.org), except that You or We may assert claims in small claims court and You and We may pursue court actions to remove You, or prevent Your removal, from the Center if You do not leave when this agreement terminates. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this agreement. The arbitrator shall not conduct arbitration as a class or representative action. You and We acknowledge that this agreement is a transaction in interstate commerce governed by the Federal Arbitration Act. You and We agree to waive any right to pursue any dispute relating to this agreement in any class, private attorney general, or other representative action.

Name (printed):

Title (printed):

Date:

SIGNED on your behalf (Client)



These General Terms and Conditions apply to Office/Co-Working, Virtual Office, and Membership agreements for services We supply to You.

1. General Agreement

- 1.1. Nature of an agreement: At all times, each Center remains in Our possession and control. YOU ACCEPT THAT AN AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE, OR OTHER REAL PROPERTY INTEREST IN YOUR FAVOR WITH RESPECT TO THE ACCOMMODATION.
- 1.2. House Rules: The House Rules, which are incorporated into these terms and conditions, are primarily in place and enforced to ensure that all clients have a professional environment to work in.
- 1.3. Company and Contact Information: It is Your responsibility to keep the information and key contact information We use to communicate with You up to date through the App or Online Account (or other customer portal as advised to you from time to time). This includes but is not limited to email addresses, phone numbers, and company address. Your contact address details must be a legitimate business address or residential address of the primary contact; it must not be an IWG Center address (or other business center address).
- 1.4. Availability at the start of an agreement: If for any unfortunate reason We cannot provide the Virtual Office services or Office/Co-Working accommodation in the Center stated in an agreement by the start date, We will have no liability to You for any loss or damage, but You may either move to one of Our other Centers (subject to availability), delay the start of the agreement, or cancel it.
- 1.5. **AUTOMATIC RENEWAL:** SO THAT WE CAN MANAGE YOUR SERVICES EFFECTIVELY AND TO ENSURE SEAMLESS CONTINUITY OF THOSE SERVICES, ALL AGREEMENTS WILL RENEW AUTOMATICALLY FOR SUCCESSIVE PERIODS EQUAL TO THE CURRENT TERM UNTIL BROUGHT TO AN END BY YOU OR US. ALL PERIODS SHALL RUN TO THE LAST DAY OF THE MONTH IN WHICH THEY WOULD OTHERWISE EXPIRE. THE FEES ON ANY RENEWAL WILL BE AT THE THEN PREVAILING MARKET RATE. IF YOU DO NOT WISH FOR AN AGREEMENT TO RENEW, THEN YOU CAN CANCEL IT EASILY WITH EFFECT FROM THE END DATE STATED IN THE AGREEMENT OR AT THE END OF ANY EXTENSION OR RENEWAL PERIOD BY GIVING US PRIOR NOTICE. NOTICE MUST BE GIVEN THROUGH YOUR ONLINE ACCOUNT OR THROUGH THE APP. THE NOTICE PERIODS REQUIRED ARE AS FOLLOWS:

<u>Term</u>	<u>Notice Period</u>
Month-to-Month	no less than 1 month's notice from the 1 st day of any calendar month
3 months	no less than 2 months' notice prior to the end of the term
More than 3 months	no less than 3 months' notice prior to the end of the term

- 1.6. We may elect not to renew an agreement. If so, We will inform You by email, through the App or Your online account, according to the same notice periods specified above.
- 1.7. If the Center is no longer available: In the event that We are permanently unable to provide the services and accommodation at the Center stated in an agreement, We will offer You accommodation in one of Our other centers. In the unlikely event We are unable to find a nearby alternative accommodation, Your agreement will end, and You will only have to pay monthly fees up to that date and for any additional services You have used.
- 1.8. Ending an agreement immediately: We may terminate an agreement immediately by giving You notice if (a) You become insolvent or bankrupt; or (b) You breach one of your obligations which cannot be put right, or which We have given You notice to put right and which You have failed to put right within 14 days of that notice; or (c) Your conduct, or that of someone at the Center with Your permission or invitation, is incompatible with ordinary office use and, (i) that conduct continues despite You having been given notice, or (ii) that conduct is material enough (in Our reasonable opinion) to warrant immediate termination; or (d) You are in breach of the "Compliance With Law" clause below. If We terminate an agreement for any of the reasons referred to in this clause You must, within 30 days of the date of Our notice of termination, pay Us as a lump sum payment all sums that would otherwise have fallen due and payable by you during the remainder of the period for which Your agreement would have lasted if We had not terminated it. You agree that this payment reflects a reasonable estimate of the actual damages that We will sustain in the event of an early termination.
- 1.9. When an Office agreement ends: When an agreement ends You must vacate Your accommodation immediately, leaving it in the same state and condition as it was when You took it. If You leave any property in the Center, We may dispose of it at Your cost in any way We choose without owing You any responsibility for it or any proceeds of sale. If You continue to use the accommodation when an agreement has ended, You are responsible for any loss, claim or liability We may incur as a result of Your failure to vacate on time.
- 1.10. Transferability: Subject to availability (which shall be determined in Our sole discretion) You may transfer Your agreement to alternative accommodation in the IWG network of Centers provided that Your financial

commitment remains the same (or increases) and such transfer is not used to extend or renew an existing agreement. Such a transfer may require entry into a new agreement.

2. Use of the Centers:

2.1. Business Operations: You may not carry on a business that competes with Our business of providing serviced offices and flexible working. You may not use Our name (or that of Our affiliates) in any way in connection with Your business. You are only permitted to use the address of a Center as Your registered office address if it is permitted by both law and if We have given You prior written consent (given the administration there is an additional fee chargeable for this service). You must only use the accommodation for office business purposes. If We decide that a request for any particular service is excessive, We reserve the right to charge an additional fee. In order to ensure that the Center provides a great working environment for all, We kindly ask you to limit any excessive visits by members of the public.

2.2. Accommodation

2.2.1. Alterations or Damage: You are liable for any damage caused by You or those in the Center with Your permission, whether express or implied, including but not limited to all employees, contractors and/or agents.

2.2.2. IT Installations: We take great pride in Our IT infrastructure and its upkeep and therefore You must not install any cabling, IT, or telecom connections without Our consent, which We may refuse in our absolute discretion. As a condition to Our consent, You must permit Us to oversee any installations (for example, IT or electrical systems) and to verify that such installations do not interfere with the use of the accommodation by other clients or Us or any landlord of the building. Fees for installation and de-installation will be at Your cost.

2.2.3. Use of the Accommodation: An agreement will list the accommodation We initially allocate for Your use. You will have a non-exclusive right to the rooms allocated to You. Where the accommodation is a Coworking desk, this can only be used by one individual. It cannot be shared among multiple individuals. Occasionally to ensure the efficient running of the Centre, We may need to allocate different accommodation to You, but it will be of reasonably equivalent size, and We will notify You with respect to such different accommodation in advance.

2.2.4. Access to the Accommodation: To maintain a high level of service, We may need to enter Your accommodation and may do so at any time, including and without limitation, in an emergency, for cleaning and inspection or in order to resell the space if You have given notice to terminate. We will always endeavor to respect any of Your reasonable security procedures to protect the confidentiality of Your business.

2.2.5. Hybrid Working: You may use Your designated office for hybrid working (excluding Coworking desks). Hybrid working is defined as having more individuals registered with access to Your office than the specified maximum allowable occupants for that office at any one time. The management of individuals accessing your office is Your responsibility and should be managed through Your online account. At no time may the number of individuals working in Your accommodation exceed the maximum number of occupants allowed. A hybrid supplemental monthly fee will be payable by You for each individual registered above the maximum occupants allowed. This fee can be found in the House Rules.

2.3. Membership:

2.3.1. If You have subscribed to a Membership Agreement, You will have access to all participating centers worldwide during standard business working hours and subject to availability.

2.3.2. Membership Usage: Usage is measured in whole days and unused days cannot be carried over to the following month. A membership is not intended to be a replacement for a full-time workspace and all workspaces must be cleared at the end of each day. You are solely responsible for Your belongings at the center at all times. We are not responsible for any property that is left unattended. Should You use more than Your membership entitlement, We will charge You an additional usage fee. You may bring in 1 guest free of charge (subject to fair usage). Any additional guests will be required to purchase a day pass.

2.3.3. As a Member, You may not use any Center as Your business address without an accompanying office or virtual office agreement in place. Any use of the Center address in such a way will result in an automatic enrollment in the Virtual Office product for the same term as Your membership and You will be invoiced accordingly.

2.4. Compliance with Law: You must comply with all relevant laws and regulations in the conduct of Your business. You must not do anything that may interfere with the use of the Center by Us or by others (including but not

limited to political campaigning or immoral activity), cause any nuisance or annoyance, or cause loss or damage to Us (including damage to reputation) or to the owner of any interest in the building. If We have been advised by any government authority or other legislative body that it has reasonable suspicion that You are conducting criminal activities from the Center, or You are or will become subject to any government sanctions, then We shall be entitled to terminate any and all of Your agreements with immediate effect. You acknowledge that any breach by You of this clause shall constitute a material default, entitling Us to terminate Your agreement without further notice.

2.5. Ethical Trading: Both We and You shall comply at all times with all relevant anti-slavery, anti-bribery, and anti-corruption laws.

2.6. Data Protection:

2.6.1. Each party shall comply with all applicable data protection legislation. The basis on which we will process Your personal data is set out in our privacy policies (available on our website at www.iwgplc.com/clientprivacypolicy.)

2.6.2. You acknowledge and accept that we may collect and process personal data concerning You and/or your personnel in the course of our agreement for services with you. Such personal data will be processed in accordance with our privacy policy. Where you provide this data to us, you will ensure that you have the necessary consents and notices in place to allow for this.

2.7. Employees: We will both have invested a great deal in training Our staff. Therefore, neither of us may knowingly solicit or offer employment to the other's staff employed in any Center (or for 3 months after they have left their employment). To recompense the other for staff training and investment costs, if either of us breaches this clause the breaching party will pay upon demand the other the equivalent of 6 months' salary of any employee concerned.

2.8. Confidentiality: The terms of an agreement are confidential. Neither of us may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues for a period of 3 years after an agreement ends.

2.9. Assignment: An agreement is personal to You and cannot be transferred to anyone else without prior consent from Us unless such transfer is required by law. However, We will not unreasonably withhold our consent to assignment to an affiliate provided that You execute our standard form of assignment. We may transfer any agreement and any and all amounts payable by You under an agreement to any other member of Our group.

2.10. Applicable law: An agreement is interpreted and enforced in accordance with the law of the place where the Center is located other than in a few specific jurisdictions which are detailed in the House Rules. We and You both accept the exclusive jurisdiction of the courts of that jurisdiction. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force.

3. Our liability to You and Insurance

3.1. The extent of Our liability: To the maximum extent permitted by applicable law, We are not liable to You in respect of any loss or damage You suffer in connection with an agreement, including without limitation any loss or damage arising as a result of our failure to provide a service as a result of mechanical breakdown, strike, or other event outside of Our reasonable control otherwise, unless We have acted deliberately or have been negligent. In no event shall We be liable for any loss or damage until You provide written notice and give Us a reasonable time to put it right. If We are liable for failing to provide You with any service under an agreement, then, subject to the exclusions and limits set out immediately below, We will pay any actual and reasonable additional expense You have incurred in obtaining the same or similar service from elsewhere.

3.2. Your Insurance: It is Your responsibility to arrange insurance for property which You bring in to the Center, for any mail You send or receive and for Your own liability to your employees and to third parties. We strongly recommend that You put such insurance in place.

3.3. IT Services and Obligations: Whilst We have security internet protocols in place and strive to provide seamless internet connectivity, WE DO NOT MAKE ANY REPRESENTATION AND CANNOT GUARANTEE ANY MAINTAINED LEVEL OF CONNECTIVITY TO OUR NETWORK OR TO THE INTERNET, NOR THE LEVEL OF SECURITY OF IT INFORMATION AND DATA THAT YOU PLACE ON IT. You should adopt whatever security measures (such as encryption) You believe are appropriate to Your business. Your sole and exclusive remedy in relation to issues of reduced connectivity which are within Our reasonable control shall be for Us to rectify the issue within a reasonable time following notice from You to Us.

3.4. EXCLUSION OF CONSEQUENTIAL LOSSES: WE WILL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY TO YOU FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA, THIRD

PARTY CLAIMS OR ANY CONSEQUENTIAL LOSS. WE STRONGLY RECOMMEND THAT YOU INSURE AGAINST ALL SUCH POTENTIAL LOSS, DAMAGE, EXPENSE OR LIABILITY.

3.5. Financial limits to our liability: In all cases, our liability to You is subject to the following limits:

3.5.1. without limit for personal injury or death;

3.5.2. up to a maximum of GBP 1 million (or USD 1.5 million or EUR 1 million or other local equivalent) for any one event or series of connected events for damage to Your personal property; and

3.5.3. in respect of any other loss or damage, up to a maximum equal to 125% of the total fees paid between the date services under an agreement commenced and the date on which the claim in question arises; or if higher, for office agreements only, GBP 50,000 / USD 100,000 / EUR 66,000 (or local equivalent).

4. Fees

4.1. Service Retainer/Deposit: Your service retainer / deposit will be held by Us without generating interest as security for performance of all Your obligations under an agreement. All requests for the return must be made through Your online account or App after which the service retainer/deposit or any balance will be returned within 30 days to You once your agreement has ended and when You have settled Your account. We will deduct any outstanding fees and other costs due to Us before returning the balance to You. We will require You to pay an increased retainer if the monthly office or virtual office fee increases upon renewal, outstanding fees exceed the service retainer/deposit held, and/or You frequently fail to pay invoices when due.

4.2. Taxes and duty charges: You agree to pay promptly (i) all sales, use, excise, consumption and any other taxes and license fees which You are required to pay to any governmental authority (and, at Our request, You will provide to Us evidence of such payment) and (ii) any taxes paid by Us to any governmental authority that are attributable to Your accommodation, where applicable, including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, duties or other documentary taxes and fees.

4.3. Payment: We are continually striving to reduce our environmental impact and support You in doing the same. Therefore, We will send all invoices electronically and You will make payments via an automated method such as Direct Debit or Credit Card (wherever local banking systems permit). If You do not set up an automatic form of payment, You will be charged a refundable payment retainer equal to one time your monthly product fee. Invoices are due and payable on the due date stated in them.

4.4. Late payment: If You do not pay fees when due, a fee will be charged on all overdue balances. This fee will differ by country and is listed in the House Rules. If any part of an invoice is legitimately disputed, You shall give immediate written notice to Us, follow the requirements of the Disputes clause in the House Rules, and pay the amount not in dispute by the due date or be subject to late fees. We also reserve the right to withhold services (including for the avoidance of doubt, denying You access to the Center where applicable) while there are any outstanding fees and/or interest or You are in breach of an agreement.

4.5. Insufficient Funds: Due to the additional administration We incur, You will pay a fee for any returned or declined payments due to insufficient funds. This fee will differ by country and is listed in the House Rules.

4.6. Activation: An activation fee is payable in respect of each agreement You have with Us (including any new agreements entered into under clause 1.10 above). This fee covers the administrative cost of the client onboarding process and account setup. This fee is set out in each Local Services Agreement and is charged on a per occupant basis for Serviced Office and Coworking (dedicated desk), on a per location basis for Virtual Office, and on a per person basis for Membership. Further information is set out in the House Rules.

4.7. Indexation: If an agreement, including month to month agreements, continues for more than 12 months, We will increase the monthly fee on each anniversary of the start date in line with the relevant inflation index detailed in the current House Rules. If a country experiences high levels of inflation, indexation could be applied more frequently and is detailed in the current House Rules.

4.8. Office Restoration: Upon Your departure or if You choose to relocate to a different room within a Center, We will charge a fixed office restoration service fee to cover normal cleaning and any costs incurred to return the accommodation to its original condition and state. This fee will differ by country and is listed in the House Rules. We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.

4.9. Standard services: Monthly fees, plus applicable taxes, and any recurring services requested by You are payable monthly in advance. Where a daily rate applies, the charge for any such month will be 30 times the daily fee. For a period of less than one month, the fee will be applied on a daily basis.

- 4.10. Pay-as-you-use and Additional Variable Services: Fees for pay-as-you-use services, plus applicable taxes, are payable monthly in arrears at our standard rates which may change from time to time and are available on request.
- 4.11. Additional Fees: If Your use of the accommodation or treatment of the accommodation requires Us to incur additional costs for the provision of nonstandard service(s), including but not limited to deep cleaning, unusual trash removal, pest remediation, or additional security, We reserve the right to charge You for the cost of these services plus an additional 20% administration fee.
- 4.12. Discounts, Promotions and Offers: If You benefited from a special discount, promotion or offer, We will discontinue that discount, promotion or offer without notice if You materially breach Your agreement.

Global Terms Feb 2023

Coversheet

Approval of Keyn Solutions IT Support Contract 2023-24 (Renewal)

Section: XI. Business/Financial Services
Item: C. Approval of Keyn Solutions IT Support Contract 2023-24 (Renewal)
Purpose: Vote
Submitted by: Bill Dobson
Related Material: KEYN_ IT Support Contract 23-24.pdf

BACKGROUND:

This contract renewal is for KEYN Solutions IT Support that Motivated Youth Academy currently utilizes.

Keyn Solutions works with small to medium schools/non-profit organizations (NPO) to bring solutions for cost-effectively meeting broad, industry-specific IT needs. Working with Keyn Solutions IT MSP (Management Service Provider) will provide a broad array of IT services that meet the needs of Motivated Youth Academy including the following:

- IT Helpdesk Support
- IT Asset Management
- Manage Google Admin Console
- Configure and provision student IT devices
- Application & Cloud Management
- Security Controls & Compliance
- Staff Onboarding & Offboarding
- Weekly Success Check-in
- Monthly IT Insights

RECOMMENDATION:

It is recommended the Board approve the Keyn Solutions IT Support Contract (Renewal) for Motivated Youth Academy (#1628), as presented.

Fiscal Impact: \$37,800



IT Support Contract

Prepared for:

Gigi Lenz
Motivated Youth Academy

Created by:

John Algallar Keyn Group, LLC

Introduction

The IT challenge for small to medium schools/non-profit organizations (NPO) is cost-effectively meeting broad, industry-specific IT needs. With the options of hiring IT staff or bringing in an IT managed service provider (MSP), hiring may seem like the natural choice. But there are risks around skill gaps, providing timely resolutions, and high labor costs. Working with an IT MSP may be the right choice, but you must balance cost, provided services, and quality of service. KEYN Solutions' (Keyn) remote IT services reduce costs and provides a broad array of IT services that meet the needs of many industries.

Services to be Performed

Under the terms of this contract between Keyn Group, LLC, hereinafter referred to as "Keyn Solutions" and Motivated Youth Academy, hereinafter referred to as "CUSTOMER," Keyn Solutions will provide the following Core IT support maintenance and/or services:

- IT Helpdesk Support
- IT Asset Management
- Manage Google Admin Console
- Configure and provision student IT devices
- Application & Cloud Management
- Security Controls & Compliance
- Staff Onboarding & Offboarding
- Weekly Success Check-in
- Monthly IT Insights

Add-on Services Available Upon Request

- Office Hours - \$150/month
- Hardware Storage - \$100/month
- On-site Support \$125/hour
- Weekend Support - \$500/day
- Strategic Projects – *Cost is on a per project basis.*

To cover the broad array of IT services, Keyn Solutions may recommend services with other IT services providers and technical experts to provide high-quality support of all your IT needs. For strategic projects, Keyn may contract with other service providers to fulfill the request.

Pricing

The following table depicts the base monthly pricing for each service to be performed by Keyn Solutions and the quantity of staff, students, and devices that will be active by the start of this contract. The pricing and base quantities have been agreed upon by both Keyn Solutions and Motivated Youth Academy prior to the signing of this contract.

Service Name	Billing Cycle	Unit Price	Base Qty	Subtotal
Core IT Support - Staff Active Staff - Teachers & Administrators	Monthly	\$20.00	28	\$560.00
Core IT Support - Students Active students on SIS	Monthly	\$12.00	215	\$2,580.00
Core IT Support - Additional Devices Devices used for administrative purposes or shared by multiple users.	Monthly	\$10.00	1	\$10.00

Subtotal **\$3,150.00**

Tax **\$0.00**

Total \$3,150.00

Keyn Solutions will conduct a monthly "true-up" and will adjust the quantities of active students, staff, and additional devices as approved by Motivated Youth Academy. The approved quantities will be reflected on the next billing period. The pricing table above is the base monthly cost and does not include the procurement of additional hardware and/or third-party software licenses/subscriptions.

In addition to the compensation paid to Keyn solutions according to the pricing table above the CUSTOMER shall pay directly or reimburse Keyn Solutions for all of the expenses paid or incurred by Keyn Solutions (to the extent not reimbursable by another party) in connection with the services it provides to the CUSTOMER pursuant to this contract, including, but not limited to: third-party software licenses/subscriptions, computers, hotspots, shipping materials, expedited shipping.

Payment Terms

Motivated Youth Academy will pay Keyn Solutions the total agreed upon amount as stated on the invoice for maintenance and services that will be provided under this contract within fifteen (15) days of receiving the invoice. Invoices will be sent monthly and payment can be provided by check, ACH or credit card (additional fee for ACH or credit card payments).

Terms

The terms for this contract shall be in effect for one (1) year commencing on July 1, 2023. Either party will have the right to terminate the contract by giving written notice to the other party at least 60 days prior to termination of contract. Should either the CUSTOMER or Keyn Solutions elect to terminate this contract, Keyn Solutions has thirty (30) days to relinquish any applicable passwords, server controls, technology, and/or reasonable information or services necessary for the CUSTOMER'S operations. Under these conditions, Keyn Solutions reserves the right to collect payment for services provided and will allow CUSTOMER fifteen (15) days to remit payment in the amount disclosed on final invoice that will be provided to CUSTOMER by Keyn Solutions within fifteen (15) days of contract termination.

For additional terms, please review the attached master agreement.

Agreement

By signing below, both Keyn Solutions and CUSTOMER acknowledge that everything in this contract is true and agree to be bound to the terms listed above.

Keyn Group, LLC dba Keyn Solutions

Motivated Youth Academy

John Algallar

Gigi Lenz

Coversheet

Approval of Acacia HR Solutions Service Agreement 2023-24 (Renewal)

Section:	XI. Business/Financial Services
Item: (Renewal)	D. Approval of Acacia HR Solutions Service Agreement 2023-24
Purpose:	Vote
Submitted by:	Bill Dobson
Related Material:	Motivated Youth Academy HR Consulting Proposal 2023-2024.pdf

BACKGROUND:

This contract renewal is for ACACIA HR Solutions Service that Motivated Youth Academy currently utilizes.

Acacia HR Solutions is a small business-focused HR outsourcing and consulting business. They offer services that cover the full employee life-cycle in businesses with up to 500 employees. This means they can handle everything from recruiting to onboarding, training to performance management, leadership development, and more.

RECOMMENDATION:

It is recommended the Board approve the Acacia HR Solutions Services Agreement (Renewal) for Motivated Youth Academy (#1628), as presented.

Fiscal Impact: \$36,000

Human Resource Consulting Proposal for Motivated Youth Academy

Current State

Motivated Youth Academy is a charter school with 25 employees in California, Colorado and Alabama. They are a hybrid charter school offering both virtual and in-community education across four counties in California. They have no dedicated HR resource currently. Parts of HR are being handled by outsourced vendors but no one to handle the day-to-day HR activities.

Proposal*

Acacia HR Solutions will serve as the day-to-day HR liaison for Motivated Youth Academy. A senior consultant and generalist will work with the company to ensure HR policies and processes are established, updated as needed and executed properly. While recruiting and payroll will be handled in-house, Acacia will be the lead for all other HR aspects.

Employees will interact with Acacia consultants directly which mitigates legal risk and ensure consistency in leadership action and decisions around employee relations issues. In short, Acacia consultants become the HR team for My Youth Academy.

The staff at Acacia are experienced HR professionals and are not lawyers. We are experts in Federal and State law. While we feel confident that we can perform this work without legal intervention, should we come across something that we feel needs legal advice we will reach out to lawyers in our network who we work with frequently. We find that many of our questions can be answered by them quickly and easily.

Should we come across something that has great legal liability for the company, we will suggest they retain counsel and work with them through the process of doing so.

Fees

\$3000 per month

The work is based on a monthly retainer of \$3,000 per month. Payments are due by the 7th of each month and can be paid via ACH, online payment or check.

This agreement and associated fee is in place for one-year from the start of contract and will not increase unless there are scope changes. Either party can end the contract at any time and for any reason with a 30-day written notice.

Sabrina Baker, CEO
Acacia HR Solutions
www.acaciahrsolutions.com

*this proposal is for discussion purposes only. The fees and job duties may change from this proposal to the final contract based on added scope or negotiation.

Coversheet

Approval of Parsec Education Service Agreement

Section: XI. Business/Financial Services
Item: E. Approval of Parsec Education Service Agreement
Purpose: Vote
Submitted by: Bill Dobson
Related Material: Parsec_Education_Service Agreement 2023.5.11.pdf

BACKGROUND:

The Parsec Education Service Agreement will provide data associated with, but not limited to: transcripts, intake analysis, continued enrollment, local assessments, demographics, and past state testing. Parsec Education has the capabilities to customize Motivated Youth Academy's data and provide expertise on how to visualize and interpret data, share data for SPSA, LCAP, WASC, PAC, SSC, and ELAC, and ultimately house the data on a cloud service where it is interactive with filters for stakeholders. Parsec Education will update Motivated Youth Academy's private and public dashboards. The data and dashboard prepared by Parsec Education will also aid in the three year data required as part of MYA's renewal petition to the Mountain Empire Unified School District.

RECOMMENDATION:

It is recommended the Board approve the Parsec Education Services Agreement for Motivated Youth Academy (#1628), as presented.

Fiscal Impact: \$10,906

Parsec Education - Service Agreement

Primary Contact Information			
Client		Parsec Education, Inc.	
<i>Client Legal Name ("Client")</i>	Motivated Youth Academy	<i>Company Name</i>	Parsec Education, Inc.
<i>Primary Contact, Title</i>	Bill Dobson, Interim Executive Director	<i>Primary Contact</i>	Babatunde Ilori
<i>Billing / Payment Address</i>	500 La Terraza Blvd. #150	<i>Billing Address</i>	700 Van Ness Ave Ste 115
<i>City / State / Zip</i>	Escondido, CA 92025	<i>City / State / Zip</i>	Fresno, CA 93721
<i>E-mail</i>	bdobson@myacademy.org	<i>E-mail</i>	babatunde@parseceducation.com
<i>Phone</i>	(619) 343-2048	<i>Phone</i>	(559) 753-4529
Description of Services and Fees			
Description of Services		Fees	
License Fee(s): <ul style="list-style-type: none"> ParsecGO Dashboard+ <ul style="list-style-type: none"> Annual Base: \$2,500 CA School Dashboard Filters Cloud-based Data Warehouse Student Enrollment <ul style="list-style-type: none"> Historical Enrollment Analysis Percentage Breakdown Longitudinal Analysis Student Group Matrix Contiguous Enrollment Intake Analysis State Assessment <ul style="list-style-type: none"> Overall Claim Areas Distance From Standard Trend Analysis Spread Analysis Enrollment Length Growth Model Local Assessment <ul style="list-style-type: none"> Overall By Race/Ethnicity By Student Group Trend Analysis Growth Analysis Growth Analysis (YoY) Correlation Analysis (3rd-6th) Correlation Analysis (MS & HS) ELPAC/CAST <ul style="list-style-type: none"> Overall Longitudinal Analysis By School Student List \$6 per student fee Addl: Custom Dashboards (\$2,500) 		<i>Effective Date:</i>	7/1/23
		<i>Termination Date:</i>	6/30/24
		<i>License Fee:</i>	
		ParsecGO Dashboard+ Annual Maintenance Fee 2021-22 Enrollment Fee (151)	\$2,500 \$906
		<i>Additional Dashboards</i> <ul style="list-style-type: none"> Attendance Course Completion Graduation Post-secondary 	\$4,000
		<i>Service Fee(s):</i>	
		3-hours standby online support per year (Fee waived)	\$1,000 -\$1,000
		Federal and State School Improvement and Charter Renewal Support (Data insight review and presentation support)	\$3,500
		<i>Total:</i>	\$10,906

Parsec Education - Service Agreement

<div><div>\$1,000 per custom dashboard build)</div><div><div>■ Attendance Dashboard</div><div>■ Course Completion Dashboard</div><div>■ Graduation Dashboard</div><div>■ Post-secondary dashboard</div></div></div> <div><div>• Federal and State School Improvement and Charter Renewal Support (Data insight review and presentation support)</div><div><div>○ We provide tailored consultative services to school systems seeking support in evaluating the effectiveness of actions outlined in the Local Control Accountability Plan (LCAP) or School Plan for Student Achievement (SPSA). Our unique "street data" approach emphasizes an authentic process that goes beyond standard metrics, allowing educational partners to develop a deeper understanding of their initiatives and make data-driven decisions for improvement.</div></div></div> <div>Service Fee(s):</div> <div><div>• Consultation (optional)</div><div><div>○ \$300/hr with Principal Data Scientist</div><div>○ \$250/hr with Senior/Junior Data Scientists</div></div></div>		
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Other Terms and Conditions

Agreement

The agreement by and between the Client and Parsec Education consists of this Service Order and the Terms and Conditions attached to the Service Order.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:	Print Name, Title: Bill Dobson	Date:
DocuSigned by: Parsec Education Signature: <i>Babatunde Ilori</i>	Print Name, Title: Babatunde Ilori, CEO	Date: 5/5/2023

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Terms and Conditions

1 RIGHT TO USE Parsec Education's Proprietary Technologies and Design Templates

1.1 Parsec Education's Proprietary Technologies and Design Templates. Subject to the terms and conditions of this Agreement, Parsec Education hereby grants Client the limited, non-exclusive, non-transferable, non-sub-licensable right to access and use Parsec Education's proprietary technologies and design templates

Parsec Education - Service Agreement

during the Term solely for Client's use (including use by Client's students and staff, as described in the SO, if applicable ("Authorized Users")).

1.2 Limitations. The following limitations and restrictions will apply to Parsec Education's proprietary technologies and design templates: (a) Client will not provide access to Parsec Education's proprietary technologies and design templates to any person who is not an employee or contractor of Client or an Authorized User. (b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of Parsec Education's proprietary technologies and design templates; (ii) modify, translate or create derivative works based on Parsec Education's proprietary technologies and design templates; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on Parsec Education's proprietary technologies and design templates; (iv) use Parsec Education's proprietary technologies and design templates for time sharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to Parsec Education's proprietary technologies and design templates or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Parsec Education or its suppliers on Parsec Education's proprietary technologies and design templates.

2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 Client Ownership. Client owns (a) any data Client inputs into Parsec Education's proprietary technologies and design templates that identifies Client or its students and staff (including Authorized Users), and (b) any other data and content provided by Client or Authorized Users to Parsec Education or input into Parsec Education's proprietary technologies and design templates. Client hereby grants to Parsec Education a non-exclusive, worldwide, royalty-free, fully paid up, sub-licensable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Parsec Education's obligations under this Agreement, as long as it does not violate 20 U.S.C. 1232g - Family Educational and Privacy Rights; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Blind Data") and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, in compliance with 20 U.S.C. 1232g - Family Educational and Privacy Rights, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner, in compliance with 20 U.S.C. 1232g - Family Educational and Privacy Rights. Client reserves any and all right, title, and interest in and to the Client Data other than the licenses therein expressly granted to Parsec Education under this Agreement.

2.2 Parsec Education Ownership. Parsec Education retains all right, title, and interest in and to Parsec Education's proprietary technologies and design templates AND general design, algorithm, and final product of custom-built data analytics tools and report builders, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Parsec Education grants no and reserves any and all rights other than the rights expressly granted to Client under this Agreement with respect to Parsec Education's proprietary technologies and design templates.

2.3 Feedback. The Client may, from time to time, provide suggestions, comments for enhancements or functionality, or other feedback ("Feedback") to Parsec Education with respect to Parsec Education's proprietary technologies and design templates. Parsec Education has full discretion to determine whether to proceed with the development of the requested enhancements, features, or functionality. Client hereby grants Parsec Education a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of Parsec Education's proprietary technologies and design templates and notify Parsec Education promptly of any such unauthorized access or use, and (b) use Parsec Education's proprietary technologies and design templates only in accordance with the documentation and applicable laws and regulations.

2.5 Data Security. Parsec Education will implement and maintain reasonable administrative, physical and technical safeguards ("Safeguards") which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed

Parsec Education - Service Agreement

and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Parsec Education to perform any part of the services hereunder.

2.6 Privacy Policy. Parsec Education cares deeply about privacy, and we recognize that it is vital to the educators, students, and other clients we serve. Please see our Privacy Policy at <https://www.parseceducation.com/pages/student-privacy> for more information about how we protect the privacy of those we serve.

2.7 Right to Data Destruction. If requested by the Client, during or after the term of this agreement, Parsec Education will make reasonable efforts to destroy or otherwise render Client Data inaccessible and no longer available for any future usage.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, the Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Parsec Education within thirty (30) days from the time such payment is due, Parsec Education may suspend access to Parsec Education's proprietary technologies and design templates until such payment is made.

3.2 Net of Taxes. All amounts payable by Client to Parsec Education hereunder are exclusive of any sales, use and other taxes or duties, however, designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). The Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Parsec Education. The Client will not withhold any Taxes from any amounts due to Parsec Education.

4 TERM, TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the "Term").

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of Parsec Education's proprietary technologies and design templates and all rendered services up to and including the last day on which Parsec Education's proprietary technologies and design templates are provided. Upon any termination of this Agreement for any reason, Parsec Education may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on Parsec Education's proprietary technologies and design templates or on Parsec Education's network. Upon receiving notice to delete any Client Data stored or otherwise archived, Parsec Education will delete the Client Data within (3) days. Upon termination of this Agreement, all rights granted hereunder and all obligations of Parsec Education to provide Parsec Education's proprietary technologies and design templates will immediately terminate and Client will (a) cease use of Parsec Education's proprietary technologies and design templates; and (b) return or destroy all other copies or other embodiments of Parsec Education's Confidential Information.

4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. All information that may not be marked as confidential should be maintained as private information in compliance with 20 U.S.C. 1232g - Family Educational and Privacy Rights.

5.2 Parsec Education's Confidential Information includes, without limitation, Parsec Education's proprietary

Parsec Education - Service Agreement

technologies and design templates and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisors (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of an actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations hereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, Parsec Education's proprietary technologies and design templates ARE PROVIDED ON AN "AS-IS" BASIS AND Parsec Education DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON- INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF Parsec Education's proprietary technologies and design templates OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE Parsec Education's Proprietary Technologies and Design Templates) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

Parsec Education - Service Agreement

7.2 GENERAL CAP ON LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF Parsec Education's proprietary technologies and design templates OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE Parsec Education's Proprietary Technologies and Design Templates) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO Parsec Education UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 INDEPENDENT ALLOCATIONS OF RISK. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Parsec Education. Except for liability for which Client is responsible under Section

7.5, Parsec Education will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorney's fees) arising from any third party claim, demand or allegation that the use of Parsec Education's proprietary technologies and design templates in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Parsec Education will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of Parsec Education's proprietary technologies and design templates by any party other than Parsec Education without Parsec Education's express consent; (b) the combination, operation, or use of the Parsec Education with other product(s), data or services not provided by Parsec Education where the Parsec Education's Proprietary Technologies and Design Templates would not by itself be infringing; or (c) unauthorized or improper use of Parsec Education's proprietary technologies and design templates. If the use of Parsec Education's proprietary technologies and design templates by Client has become, or in Parsec Education's opinion is likely to become, the subject of any claim of infringement, Parsec Education may at its option and expense (i) procure for Client the right to continue using Parsec Education's proprietary technologies and design templates as set forth hereunder; (ii) replace or modify Parsec Education's proprietary technologies and design templates to make it non-infringing so long as Parsec Education's proprietary technologies and design templates have at least equivalent functionality; (iii) substitute an equivalent for Parsec Education's proprietary technologies and design templates or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. Section 7.4 states Parsec Education's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party. 7.5 Indemnification by Client. Client will indemnify, defend and hold Parsec Education and the officers, directors, agents, and employees of Parsec Education ("Parsec Education Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Parsec Education Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of Parsec Education's proprietary technologies and design templates in violation of this Agreement or (b) the Client Data.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Parsec Education Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceedings against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense, and the Indemnified Party will have the right to participate fully, at its own expense, in defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both Parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of Parsec Education's proprietary technologies and design templates or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full

Parsec Education - Service Agreement

force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement, including the Service Order, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. The Client acknowledges that any unauthorized use of Parsec Education's proprietary technologies and design templates will cause irreparable harm and injury to Parsec Education for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Parsec Education will be entitled to injunctive relief in the event Client uses Parsec Education's proprietary technologies and design templates in violation of the limited license granted herein or uses Parsec Education's proprietary technologies and design templates in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without the prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Parsec Education may identify Client and the relationship between Parsec Education and Client in Parsec Education's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the state of California without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Fresno, California, and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

9 DATA SHARING

Parsec Education will receive student-level state and local test scores and student/staff non-academic data and will use the data to analyze the results and generate summary reports at the request of the Client.

To initiate the project, the Client will share the Personally Identifiable Information (PII) with Parsec Education. The specific data sets to be provided are as follows:

[Student Name, Student Local ID, Student State ID, Date of Birth, Gender, Race/Ethnicity, Age, Program Participation Indicator, Email Address, Home Address, Grade Level, Parent/Guardian Name]

Client shall retain the right to disclose de-identified student data in place of PII.

Parsec Education agrees to comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA") and applicable state law. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share the PII in a manner not allowed under Federal or state law or regulation.

The Project will be conducted in a manner that does not permit the personal identification of parents and students by anyone other than representatives of Parsec Education with legitimate interests. Client has a right to review any report and final materials derived from the disclosed PII prior to publication to verify the use of proper disclosure avoidance techniques and the confidentiality of PII.

Parsec Education - Service Agreement

Parsec Education shall employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access. To ensure the continued confidentiality and security of the data, the Parsec Education shall establish a system of safeguards that includes, but is not limited to, the following requirements:

- (i) Procedures and systems that ensure all PII provided by Client are kept in secured facilities and access to such PII is exclusively limited to authorized personnel.
- (ii) Procedures and systems that shall require the use of secure passwords to access the PII.
- (iii) Procedures and systems, such as good practices for assigning passwords shall be developed and implemented to maintain the integrity of the PII.
- (iv) Procedures and systems that ensure that all PII is maintained in a secure manner that prevents the interception, diversion, or other unauthorized access.
- (v) PII shall not be transferred or stored on mobile devices (such as smartphones, tablets) or removable storage media.
- (vi) All Parsec Education staff with access to PII shall be subjected to a criminal background check and have no record of any felony convictions or convictions of offenses involving moral turpitude. Any exceptions to this requirement must be approved in advance in writing by Client.
- (vii) All Parsec Education staff with access to PII shall execute affidavits of nondisclosure indicating their individual agreement to comply with the requirements of FERPA in the handling of the PII.

In the event of an unauthorized release of PII, including the breach of any of Parsec Education's security obligations, or any other event requiring notification under applicable law, Parsec Education agrees to:

- Immediately notify Client of such event within 72 hours of discovery; and
- Cooperate with Client to inform all such individuals in accordance with applicable laws; and
- Indemnify, hold harmless and defend Client and its directors, officers, and employees from and against any claims, damages, fees or other harm related to such a data breach.

Parsec Education agrees to use the PII for only the purposes of the Project as specified in this Agreement. Nothing in the Agreement shall be construed to authorize Parsec Education to have access to additional data from Client that is not included in the scope of the Agreement or to govern access to the PII by entities other than the Parties. Parsec Education shall not disclose the PII received under the Agreement with any other entity without prior written approval from Client. Parsec Education understands that the Agreement does not convey ownership of the PII to Parsec Education. Parsec Education acknowledges and agrees that, as between Parsec Education and Client, the PII continues to be the sole and exclusive property and under the direct control of Client and that Parsec Education's use of the PII is subject to the control and discretion of the Client.

Parsec Education shall not redisclose the PII disclosed under the Agreement except as authorized by FERPA. Parsec Education further agrees to not disclose PII obtained under this Agreement to any entity or person ineligible to receive data protected by FERPA, or prohibited from receiving data from any entity for any other reason. Client has the right to audit and/or monitor Parsec Education's policies, procedures and systems to ensure compliance with FERPA.

Within thirty (30) days after termination of this Agreement, Parsec Education will destroy all PII in written, electronic or other tangible form, computer memory, and any hard copy records and shall purge any copies of the PII from its computer systems. Parsec Education agrees to require all employees, contractors, or agents of any kind working on the project to comply with this provision. No other entity is authorized to continue using or accessing the PII obtained under the Agreement upon the termination of the Agreement and the Project described herein. Nothing in this Agreement authorizes Parsec Education to maintain the PII beyond the time period needed to complete the Project.

The terms of this Agreement shall remain in effect until the termination date of the Agreement; Either party may terminate this Agreement by giving the other party notice in writing specifying the date of such termination, which shall be not less than 60 days after the date of receipt of such notice.

Parsec Education will not sell PII. Parsec Education will not use or disclose student information collected through the Project -(whether personal information or otherwise) for behavioral targeting of advertisements to students. Parsec Education will not build a personal profile of a student other than as necessary for completion of the Project.

Parsec Education - Service Agreement

Coversheet

Approval of 2023-24 Strategic Staffing Plan

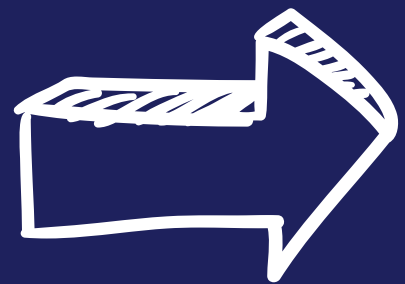
Section:	XII. Personnel Services
Item:	A. Approval of 2023-24 Strategic Staffing Plan
Purpose:	Vote
Submitted by:	
Related Material:	Strategic Staffing Plan Presentation 2023.5.11.pdf XII.A BUS MYA 2023-2024 Strategic Staffing Plan.pdf

Strategic Staffing Plan

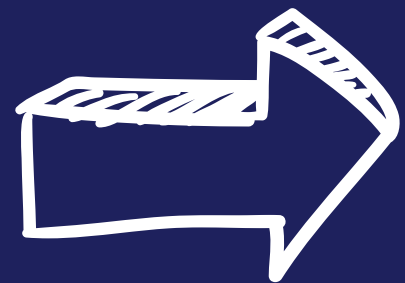
Motivated Youth Academy
2023-2024



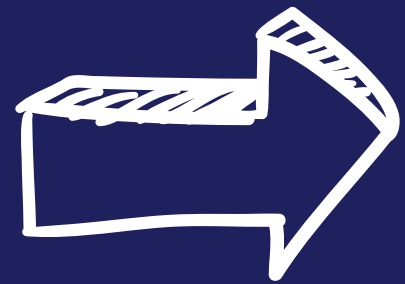
Plan Overview - Staffing



MYA Team:
Renewal of certificated and classified 2022-2023 positions



New Positions:
2- Teacher of Record



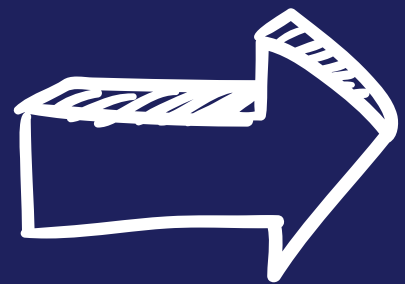
Changes in FTE:
1 - School Psychologist/Program Manager (60% -> 80%)
1 - Registrar (50% -> 100%)

Plan Overview- Job Descriptions

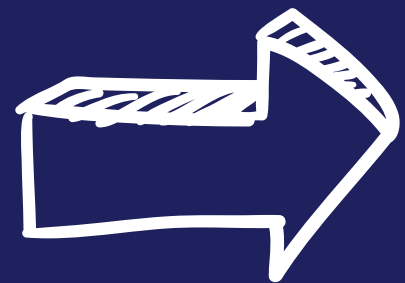


Assistant Director
Director
Executive Director
Content Area Teacher
Education Specialist
School Counselor
Substitute Teacher
Teacher of Record
Teacher of Record - Homeschool
Lead Teacher
School Psychologist/Program Manager
Special Projects Coordinator
Community Engagement Liaison
Compliance Coordinator
English Learner Testing Assistant
Instructional Assistant
Substitute Office Clerk
Registrar
School Operations and Projects Manager
Student Admissions Liaison
Student and Administrative Services Technician
Student Services and Data Management Specialist
Student Success Coordinator

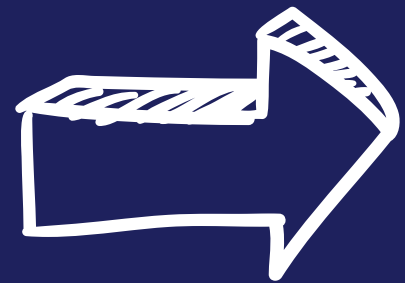
Plan Overview - Compensation



1.5% increase on schedule for all certificated and classified salaries.



The employer contribution for health benefits will increase from \$1,400 to \$1,500 per month for full time staff and \$840 to \$900/month for part time staff.



The \$200/month Cash in Lieu option will no longer be available to employees waiving benefits.

Plan Overview - Salary Schedules

Salary Schedules:

Certificated
Certificated Specialist
Classified
Classified Management
Administrative

Stipends:

Education Stipend
Professional Development Reimbursement
Professional Development Compensation
Teacher Preparation Program
Lead Teacher, \$4,000/year
Mentor Teacher, \$4,000/year



Plan Overview- Retirement

Retirement

- Retirement Plan 403(b) and 457(b); employer matching contribution up to 5% for eligible employees
- STRS Employer Contribution 19.1%



Plan Overview - Summary

	2022-2023	2023-2024
Staffing	\$1,706,082.21	\$1,729,911.08
New Positions	\$555,831.67	\$287,262.71
Benefits	\$495,799.06	\$457,092.12
Professional Development		\$22,000.00
Total Cost	\$2,771,212.94	\$2,496,265.91

MOTIVATED YOUTH ACADEMY**Agenda Item:** XII.A**Date:** May 11, 2023

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

Item Requires Board Action: X**Item is for Information Only:** _____**Item:** Approval of 2023-2024 Strategic Staffing Plan - Motivated Youth Academy**Background:**

Staff have prepared the 2023-2024 Strategic Staffing Plan for review and approval. The plan includes all recommended staff, positions, job descriptions, and salary schedules for the upcoming school year.

STAFFING

The staffing report includes individuals recommended for continued employment as well as pertinent position, salary, and benefit information for certificated, classified, and management employees. It is recommended the Board approve the employees and positions as presented on the staffing report and direct staff to issue employment agreements for the 2023-2024 school year.

POSITIONS

New positions include:

Teacher of Record (2) - to be filled based on enrollment

CHANGES IN FTE

School Psychologist - increase from .65 to .80

Registrar - increase from .475 to 1.0

It is recommended the Board approve the allocation of funds to create new positions, and increase FTE for current positions as presented in order to provide support to the school in critical areas and expansion.

JOB DESCRIPTIONS

The job descriptions have been reviewed and updated as needed to remove antiquated wording, reflect the current duties of the position, and align the minimum qualifications, knowledge and abilities to the specified duties. Job descriptions are provided to employees as part of their employment agreement documents.

Classification Type	Classification Title	Status
Administration	Assistant Director	Active
Administration	Director	Active
Administration	Executive Director	Inactive
Certificated	Content Area Teacher	Active
Certificated	School Counselor	Active
Certificated	Substitute Teacher	Active
Certificated	Teacher of Record	Active
Certificated	Teacher of Record - Homeschool	Inactive
Certificated - Stipend	Lead Teacher	Active
Certificated Specialist	Education Specialist	Active
Certificated Specialist	School Psychologist/Program Manager	Active
Certificated Specialist	Special Projects Coordinator	Inactive
Classified	Compliance Coordinator	Inactive
Classified	EL Testing Assistant	Active
Classified	Instructional Assistant	Active
Classified	Substitute Office Clerk	Active
Classified	Registrar	Active
Classified	School Operations and Project Manager	Active
Classified	Student Admissions Liaison	Active
Classified	Student and Administrative Services Technician	Active
Classified	Student Services and Data Management Specialist	Inactive
Classified	Student Success Coordinator	Active
Classified - Stipend Position	Community Engagement Liaison	Active

It is recommended the Board approve the job descriptions as presented.

SALARY SCHEDULES

Salary schedules for administration, certificated, certificated specialists, classified management and classified personnel have been prepared using external comparisons and internal alignment. Salary schedules are produced and published for the purpose of recruitment, communication to staff, and verification of compensation for charter school authorizers and the public. Initial step placement will be based on related prior experience, with a maximum entry placement of step seven. The Director is given authority to offer a higher entry step placement in areas of shortage such as math, science, or special education in order to secure highly qualified candidates for positions. Step advances will be considered for employees who remain in paid status for 75% of the work year calendar or more. Consideration for eligibility will also be based upon the school's budget solvency, successful employee performance, and any other relevant factors.

It is recommended the Board approve a 1.5% increase on schedule for all classifications as presented to account for a cost of living adjustment.

Classified Management Salary Schedule

It is recommended the Board approve the addition of a classified management salary schedule for School Operations and Projects Manager.

STIPENDS

Education Stipend

The school recognizes the value that advanced degrees provide employees in performing their duties and supporting the school's mission. It is recommended that the School continue to recognize the educational achievement of staff by offering an annual educational stipend.

Classified: BA/BS \$500 and MA/MS \$1,500 (not to exceed \$1,500/year)

Certificated: MA/MS \$1,500 and Doctorate \$3,000 (not to exceed \$3,000/year)

Certificated Specialist: MA/MS \$1,500 and Doctorate \$3,000 (not to exceed \$3,000/year)

Administration: MA/MS \$1,500 and Doctorate \$3,000 (not to exceed \$3,000/year)

Staff Assignments:

Lead Teacher, \$4,000/year

Mentor Teacher, \$1,000/year per teacher supported

Professional Development Compensation

Staff will be compensated at a flat hourly rate using step 5 of the certificated salary schedule for their attendance at management directed staff development or training days outside of their regular work year calendar. The school will also reimburse each employee up to \$200/year for participation in approved professional development.

BENEFITS

Retirement:

Employees will continue to have the option to contribute to a 403(b) or 457(b) retirement plan. Classified and non-STRS eligible certificated staff in assignments of at least 50% FTE will be eligible for a matching annual employer contribution to a 457(b) plan not to exceed 5% of the employee's annual wages. The fiscal impact assumes all eligible staff will participate in the employer's retirement plan. The budget will be revised to reflect actual participation.

Certificated staff at MY Academy will be enrolled in CalSTRS for retirement contributions with an employer matching contribution of 19.1% beginning July 1, 2023. This rate is subject to final approval by the CalSTRS State Board.

Employee Benefits: Employees will continue to have access to group medical, dental, vision, and life insurance plans. The employer contribution will increase to \$1,500 per month for full time staff and \$900/month for part time staff. The fiscal impact of the staffing plan reflects current participation of eligible staff with a built in reserve for new participation in the employer's benefit plan. The budget will be revised following open enrollment to reflect actual participation. The \$200/month Cash in Lieu option will no longer be available to employees waiving benefits.

Employer benefit contributions 2023-2024:

Exempt (FTE)	Non-Exempt (Hours per Week)	<i>Eligible employees will have the option to choose to enroll in benefits or elect a cash in lieu stipend with proof of alternate coverage.</i>
		Tiered Benefit Stipends (for Health, Dental, and/or Vision)
.75+ FTE	30+ hours	\$1,500/month
.50 - .74 FTE	20-29 hours	\$900/month
.475 FTE or less	19 hours or less	not eligible

It is recommended the Board approve the employee benefits plans including retirement, medical, dental, vision, and life.

It is recommended the Board approve the comprehensive strategic staffing plan as presented for the 2023-2024 fiscal year.

Fiscal Impact:

2023-2024 STAFFING 1.5%	
Employee Group	Total Compensation
Administration	
Certificated Specialist	
Certificated	
Classified	
Total Staffing	\$1,729,911.08

NEW POSITIONS	
Employee Group	Total Estimated Compensation
Certificated	\$287,262.71
Classified	\$0.00
Total New Positions	\$287,262.71

EMPLOYEE BENEFITS	
Projected ER Benefits Contribution	\$169,200.00
Benefit QLE Reserve 3%	\$31,200.00
Projected ER Retirement Contribution	\$256,692.12

Total Benefits	\$457,092.12

EMPLOYEE PROFESSIONAL DEVELOPMENT	
Education Stipends	\$14,000.00
Professional Development	\$8,000.00
Total Professional Development	\$22,000.00

TOTAL COST	\$2,496,265.91
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Coversheet

Approval of NFP Property and Casualty Services, Inc. as Broker of Record

Section:	XII. Personnel Services
Item:	B. Approval of NFP Property and Casualty Services, Inc. as Broker of Record
Purpose:	Vote
Submitted by:	Bill Dobson
Related Material:	My Academy Service Letter - NFP.pdf

BACKGROUND:

NFP Property and Casualty Services Inc. (NFP) is privileged to handle the insurance needs of Motivated Youth Academy. NFP provides a variety of services and has its own best practices for its clients. MYA's current policies renew on July 1st, 2023; during this time, NFP will be able to service existing policies.

NFP's primary services include, but are not limited to the marketing and negotiating of policies' premiums, coverage recommendations, providing certificates of Insurance, providing risk-management techniques and tools, payments/processing/billing of policies, and the ability to participate in claims processing with client and your carrier.

RECOMMENDATION:

It is recommended the Board approve the NFP as Broker of Record for Motivated Youth Academy (#1628), as presented.

Fiscal Impact: \$0.00

May 12th, 2023

To whomever it may concern,

NFP Property and Casualty Services Inc. (NFP) is privileged to handle the insurance needs of *Motivated Youth Academy* effective upon the signing of the Agent of Record letters which have been distributed with a potential start date of 5/12/2023. As discussed in our virtual meetings, NFP provides a variety of services and has its own best practices for its clients. Your current policies renew on July 1st, 2023; during this time, we will still be able to service your policy.

Since your policies have been written by another insurance agency, it is necessary for us to review your contracts and determine if your coverage is adequate and fair. We will do this within the next 10 business days and advise you on our recommendations formally. Until we have performed this review, we cannot be responsible for errors and omissions that were committed by your previous agent.

Our team provides insurance service and coverage for educational institution risks for Private and Chartered schools, statewide and multiple locations nationwide, All Grades - K through 12. Your account is valued to NFP, and we will continue to put our best foot forward as fiduciaries in staying up-to-date with school programs and policy trends, aggressively marketing your account to carriers every 3 years, and returning any inbound communications within 24 hours.

NFP's primary services include, but are not limited to the marketing and negotiating of your policies' premiums, coverage recommendations, providing you with certificates of Insurance, providing you with risk-management techniques and tools specific to your industry, payments/processing/billing of your policies, and the ability to participate in claims processing with you and your carrier.

Your Servicing Team:

Andrew Rivers

Client Executive

T: 714-577:4550 C:267-760-7931 E: Andrew.rivers@nfp.com

Trevor Linn

Vice President

T: 714-505-5563 C : 949-584-9416 E: Trevor.linn@nfp.com

Dorothy Berryhill

Account Manager

T: 714-505-5556 C: 714-504-0908 E: Dorothy.berryhill@nfp.com

Sheryl Neill

Account Coordinator

T: 714-577-4517 E: Sheryl.neill@nfp.com

Insurance services provided by NFP Property & Casualty Services, Inc. (NFP P&C), a subsidiary of NFP Corp. In California, NFP P&C does business as NFP Property & Casualty Insurance Services, Inc. License #0F15715

Coversheet

Approval of Voluntary Employee Benefits Association (VEBA) Trust for Medical, Dental, Vision and Life Benefits

Section: XII. Personnel Services
Item: C. Approval of Voluntary Employee Benefits Association (VEBA) Trust for
Medical, Dental, Vision and Life Benefits
Purpose: Vote
Submitted by:
Related Material: VEBA_2023 03 21_CS VEBA Proposal_Motivated Youth Academy.pdf



CALIFORNIA SCHOOLS
VEBA



Motivated Youth Academy

2023 Proposal

Release Date: March 21, 2023
Effective Date: July 1, 2023
CS VEBA Team: James Gaumer / Don Prezioso / Sterling Howells
Pages Enclosed: 14 including this cover



CS VEBA Proposed Rates For
Client Name: Motivated Youth Academy
Effective Dates: 07/01/2023
Frequency: Monthly
Eligible: Actives, Early Retirees and Cobra

UnitedHealthcare HMO Offerings

UHC SignatureValue CS VEBA Alliance HMO \$20 / \$30 / \$500		Proposed Rates
PCP / SP: \$20 / \$30	Single	\$882.00
Deductible (Ind / Fam): None	Two Party	\$1,720.00
OOP max (Ind / Fam): \$3,000 / \$6,000	Family	\$2,407.00
ER / UC: \$150 / \$20		
I/P Hospital: \$500 per admit		
O/P Surgery: \$250 copay		
Rx EAN: \$5 / \$25 / 50%, 2x MO		

UHC SignatureValue Harmony HMO \$20 / \$ 30 / \$500		Proposed Rates
PCP / SP: \$20 / \$30	Single	\$729.00
Deductible (Ind / Fam): None	Two Party	\$1,424.00
OOP max (Ind / Fam): \$3,000 / \$6,000	Family	\$1,999.00
ER / UC: \$150 / \$20		
I/P Hospital: \$500 per admit		
O/P Surgery: \$250 copay		
Rx EAN: \$5 / \$25 / 50%, 2x MO		

Key Assumptions:

1. All rates preliminary pending approval for participation in the California Schools VEBA.
2. Rates assume the current employer contribution strategy in place.
3. All rates are effective: 07/01/2023 - 12/31/2024 (18 months)
4. Rates include carrier medical, mental health, prescription drug, acupuncture, chiropractic benefits, Optum EAP services, Teladoc - Medical Experts, VEBA Resource Center and VEBA Advocacy Programs.
5. All rates are for active employees. Rates for early retirees and COBRA participants may vary by frequency. No retirees or dependents of retirees over age 65 included in standard active plans and rates. Rates do not apply to AB1401 participants.
6. All HMO parts of the major medical health benefits program must participate in the CS VEBA.
7. All proposed rates are net of commissions.
8. If enrollment varies more than 10% than what was provided, CS VEBA reserves the right to adjust rates.
9. Proposal is only valid for 90 days from date of issue. If not accepted by that date, it is subject to review and revision by VEBA.

*UHC members pay standard copays if you fill your prescription at an EAN Pharmacy (EAN Pharmacies include Rite Aid, Costco, Kmart, Meijer, Safeway, SuperValue, WinnDixie, Walmart, and many independent pharmacies) visit www.Express-scripts.com for a complete list of EAN pharmacies.

*UHC members pay standard copays plus \$5/prescription if you fill your prescription at a non-EAN Pharmacy (Non-EAN Pharmacies include CVS, Walgreens, and certain independent pharmacies).

*All specialty pricing assumes members sign up for SaveOn SP to receive specialty drugs

*Copays for specialty drugs accessed through SaveOn SP will be \$0.

UHC SV Harmony \$20 / \$30 / \$500 HMO Rx example:

	First 3 scripts of a maintenance drug	Fourth script of a maintenance drug filled at retail
<u>EAN retail pharmacies (30-day supply)</u>		
Preferred generics	\$5	\$10
Preferred brands	\$25	\$50
Non-preferred brands**	50% (\$40 min to \$175 max)	50% (\$80 min to \$350 max)
Specialty drugs through SaveOnSP*	\$0	NA
<u>Non-EAN pharmacies (30-day supply)</u>		
Preferred generics	\$10	\$20
Preferred brands	\$30	\$60
Non-preferred brands**	50% (\$45 min to \$180 max)	50% (\$90 min to \$360 max)
Specialty drugs through SaveOnSP*	\$0	NA
<u>Specialty drugs (must be obtained through ESI's Accredo specialty drug division)</u>		
Specialty drugs not part of SaveOn SP*		Regular copays apply
Specialty drugs that are part of SaveOnSP*		\$0*
		84-90 day supply
<u>Mail pharmacy or Smart 90 (Costco and Rite Aid provide a benefit equal to mail)</u>		filled at mail or Smart
		90
Preferred generic HTN, oral hypoglycemics & cholesterol medications		\$0
Other preferred generics		\$10
Preferred brand		\$50
Non-preferred brands		50% (\$80 min / \$350 max)

*Specialty drugs that are covered, but not part of SaveOnSP will have either a generic, preferred brand, or non-preferred brand copay.

Specialty drugs that are part of SaveOnSP will have a copay of \$0 if the member signs up with SaveOnSP before filling the script.

Higher copays apply if members do not sign up for SaveOnSP.

**In the event that a member fills a script for a brand drug with a generic equivalent (a multi-source brand), the copay will be the brand copay plus the difference in price between the brand and generic drug as determined by ESI. Members that can demonstrate they cannot take the generic may have an appeal filed with ESI.



CALIFORNIA SCHOOLS
VEBA

CS VEBA HMO Benefit Summary Highlights for comparison purposes

Benefit Summary	Proposed UHC CS VEBA Alliance HMO \$20 / \$30 / \$500 What You Pay	Proposed UHC Harmony HMO \$20 / \$30 / \$500 What You Pay	Current Health Net Full HMO \$30 / \$50 / \$600 What You Pay
Medical Deductible (individual/family)	None	None	None
Medical Out-of-Pocket Maximum (individual/family)	\$3,000 / \$6,000	\$3,000 / \$6,000	\$2,500 / \$5,000
Health Account	None	None	None
PCP Office Visit	\$20 copay	\$20 copay	\$30 copay
Specialist Office Visit	\$30 copay	\$30 copay	\$50 copay
Preventive Care	No charge	No charge	No charge
Inpatient Hospital Care	\$500 admit copay	\$500 admit copay	\$600 copay per day (4x max)
Mental Health Services (outpatient/inpatient)	\$20 copay / \$500 admit copay	\$20 copay / \$500 admit copay	\$30 copay / \$600 admit copay
Substance Abuse Services (outpatient/inpatient)	No charge	No charge	\$30 copay / \$600 admit copay
Outpatient Diagnostic Laboratory and Radiology (standard procedures)	No charge	No charge	\$30 copay
Complex Radiology (PET & MRI)	\$200 copay	\$200 copay	\$250 copay
Outpatient Surgery	\$250 copay	\$250 copay	\$500 copay (hospital), \$200 copay (ambulatory surg ctr)
Outpatient Physical/Rehabilitation Therapy (PCP/Specialist)	\$20 copay	\$20 copay	\$30 copay
Chiropractic and Acupuncture Services*	\$20 copay	\$20 copay	Covered when considered medically necessary
Urgent Care	\$20 copay	\$20 copay	\$50 copay
Emergency Room (Copay waived if admitted)	\$150 copay	\$150 copay	\$250 copay
Rx Deductible (individual/family)	None	None	combined with medical
Rx Out-of-Pocket Maximum (individual/family)	\$3,000 / \$6,000	\$3,000 / \$6,000	combined with medical
Rx Formulary List	National Preferred	National Preferred	Health Net
Rx Pharmacy Network	Express Advantage Network**	Express Advantage Network**	Health Net
Short-Term Prescription Drugs*** (up to 30-day supply)	\$5 Generic \$25 PB 50% \$40 min \$175 max NPB	\$5 Generic \$25 PB 50% \$40 min \$175 max NPB	\$5 Generic \$30 PB \$50 NPB 30% to \$250 max S
Long-Term Prescription Drugs*** (up to 90-day supply)	\$10 Generic \$50 PB 50% \$80 min \$350 max NPB	\$10 Generic \$50 PB 50% \$80 min \$350 max NPB	\$10 Generic \$75 PB \$125 NPB

Infertility services are excluded/not covered under non-Kaiser HMO plans and are included/covered under Kaiser HMO (excluding Kaiser Bronze) plans, please see your policies for details.

*Chiropractic and acupuncture services have no annual visit maximums, must be medically necessary and may be subject to prior authorization from OptumHealth.

**Pay standard copays if you fill your prescription at an EAN Pharmacy (EAN Pharmacies include Rite Aid, Costco, Kmart, Vons, Hegggen, Safeway, SuperValue, WinnDixie, Walmart, and many independent pharmacies) visit www.Express-scripts.com for a complete list of EAN pharmacies.

**Pay standard copays plus \$5/prescription if you fill your prescription at a non-EAN Pharmacy (Non-EAN Pharmacies include CVS, Walgreens, and certain independent pharmacies).

**You will pay the Retail Refill Allowance (RRA) penalty (equal to 2 times short-term medication copay for 30-day supply) if you fill long-term prescriptions at a network pharmacy other than Smart90.

**Copays waived for preferred generic hypertension, hypoglycemic and cholesterol medications purchased at mail or Smart 90. This does not include normal retail use or brand drugs.

***G = Generic, P = Preferred, B = Brand, PB = Preferred Brand, NPB = Non-preferred Brand, S = Specialty

Disclaimer: Prepared by RPA San Diego on behalf of VEBA.

This document is an outline of the coverage proposed by the carrier(s), based on information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies themselves must be read for those details. The intent of this document is to provide you with general information about your employee benefit plans. It does not necessarily address all the specific issues which may be applicable to you. It should not be construed as, nor is it intended to provide, legal advice. Questions regarding specific issues should be directed to your Human Resources/Benefits Department.



CALIFORNIA SCHOOLS
VEBA

HMO Network Comparison by Provider Medical Group (local area):

<u>Provider Medical Groups (PMGs)</u>	CS VEBA Alliance	Harmony	Health Net Full
OPTUM CARE (formerly CASSIDY MED GRP / PCAMG)	X	X	X
Greater Tri-Cities IPA Medical Group	X		X
Mercy Physicians Medical Group	X		X
OPTUM CARE (formerly PRIMARY CARE ASSOC MED)	X	X	X
OPTUM CARE (formerly PRIMARY CARE ASSOC MG- ENCINITAS)	X	X	X
Rady Children's Health Network	X		
SCMG Arch Health Partners (Sharp)		X	
Scripps Clinic	X		X
Scripps Coastal Medical Center	X		X
Scripps Physicians Medical Group	X		X
Sharp Community Medical Group / Metro		X	
Sharp Com Medical Group / Chula Vista		X	
Sharp Com Medical Group / Coronado		X	
Sharp Com MG / Graybill North Coastal		X	X
Sharp Com Medical Group / Grossmont		X	
Sharp Com Medical Group / Inland North		X	X
Sharp Rees-Stealy Medical Group Inc		X	X
UCSD Medical Group		X	X
UCSD MEDICAL GROUP - AFFILIATES	X	X	X

Disclaimer: Prepared by RPA San Diego on behalf of CS VEBA.

This document is an outline of the coverage proposed by the carrier(s), based on information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies themselves must be read for those details. The intent of this document is to provide you with general information about your employee benefit plans. It does not necessarily address all the specific issues which may be applicable to you. It should not be construed as, nor is it intended to provide, legal advice. Questions regarding specific issues should be directed to your Human Resources/Benefits Department.

United Healthcare notes: Some of the medical group services expand to other counties. Please refer to myuhc.com for a complete list of service areas. This document is a listing of the medical groups available in the network and does not reflect every county they may service. This document is for reference only. Due to ongoing contracting activity and renewals within the network, this may not be a full representation of the network today. This list may not reflect all provider medical groups contracted with other carriers that are not contracted with United Healthcare, such as Federally Qualified Health Centers.



CS VEBA Proposed Rates For
Client Name: Motivated Youth Academy
Effective Dates: 07/01/2023
Frequency: Monthly
Eligible: Actives, Early Retirees and Cobra

VEBA's Kaiser break-in rates will be released after the renewal for Motivated has been delivered, in which the renewal rates would be the first year VEBA Kaiser break-in rates. Benefits will match current plan designs. Unless the CS VEBA standard plan is selected and renewal rates would be adjusted for difference in plan design.

Kaiser HMO Offerings (only one plan can be chosen to offer employees)

CS VEBA Standard Kaiser HMO \$20		Proposed Rates
PCP / SP: \$20 / \$20	Single	TBD
Deductible (Ind / Fam): None	Two Party	TBD
OOP max (Ind / Fam): \$1,500 / \$3,000	Family	TBD
ER / Urgent: \$50 / \$20		
I/P Hospital: No Charge		
O/P Surgery: \$20		
Rx: \$15 / \$30 (30 Day), 2x MO (30 day)		

CS VEBA Standard Kaiser HMO \$30		Proposed Rates
PCP / SP: \$30 / \$30	Single	TBD
Deductible (Ind / Fam): None	Two Party	TBD
OOP max (Ind / Fam): \$1,500 / \$3,000	Family	TBD
ER / Urgent: \$100 / \$30		
I/P Hospital: No Charge		
O/P Surgery: \$30		
Rx: \$15 / \$30 (30 Day), 2x MO (30 day)		

Key Assumptions:

1. All rates preliminary pending approval for participation in the California Schools VEBA.
2. Rates assume current contribution toward the cost of coverage.
3. Rates include Kaiser Permanente medical and mental health benefits, Kaiser Permanente prescription drug benefits, Optum Chiropractic, Acupuncture and EAP services, Teladoc - Medical Experts, VEBA Resource Center and VEBA Advocacy Programs.
4. No retirees or dependents of retirees over age 65 included in standard active plans and rates. Rates do not apply to AB1401 participants.
5. All parts of the major medical health benefits program must participate in the VEBA.
6. All proposed rates are net of commission.
7. If enrollment varies more than 10% than what was provided, VEBA reserves the right to adjust rates.



CS VEBA Kaiser Benefit Summary

Highlights for comparison purposes

Benefit Summary	Current Kaiser HMO \$10 / \$20, Rx: \$5 / \$15 30-day What You Pay	Proposed CS VEBA Kaiser HMO \$20, Rx: \$15 / \$30 30-day What You Pay	Proposed CS VEBA Kaiser HMO \$30, Rx: \$15 / \$30 30-day What You Pay
Medical Deductible (individual/family)	None	None	None
Medical Out-of-Pocket Maximum (individual/family)	\$3,000 / \$6,000	\$1,500 / \$3,000	\$1,500 / \$3,000
Health Account	None	None	None
PCP Office Visit	\$10 copay	\$20 copay	\$30 copay
Specialist Office Visit	\$20 copay	\$20 copay	\$30 copay
Preventive Care	No charge	No charge	No charge
Inpatient Hospital Care	\$500 per admit	No charge	No charge
Mental Health Services (outpatient/inpatient)	\$10 copay / \$500 per admit	\$20 copay / No charge	\$30 copay / No charge
Substance Abuse Services (outpatient/inpatient)	\$10 copay / \$500 per admit	\$20 copay / No charge	\$30 copay / No charge
Outpatient Diagnostic Laboratory & Radiology (standard procedures)	X-ray: \$40 / encounter Lab tests: \$20 / encounter	No charge	No charge
Complex Radiology (PET & MRI)	\$150 per procedure	No charge	No charge
Outpatient Surgery	\$300 per procedure	\$20 copay	\$30 copay
Outpatient Physical/Rehabilitation Therapy (Office Visit)	\$10 copay	\$20 copay	\$30 copay
Chiropractic and Acupuncture Services*	\$10 copay (20 visits combined)	\$20 copay	\$30 copay
Urgent Care (Office Visit)	\$10 copay	\$20 copay	\$30 copay
Emergency Room (Copay waived if admitted)	\$200 copay	\$50 copay	\$100 copay
Rx Deductible (individual/family)	None	None	None
Rx Out-of-Pocket Maximum (individual/family)	Combined with Medical	Combined with Medical	Combined with Medical
Rx Formulary List	Kaiser	Kaiser	Kaiser
Rx Pharmacy Network	Kaiser	Kaiser	Kaiser
Short-Term Prescription Drugs*** (up to 30-day supply)	G: \$5 copay B: \$15 copay S: 10% to \$250 max (up to a 30-day supply)	G: \$15 copay B: \$30 copay (up to a 30-day supply)	G: \$15 copay B: \$30 copay (up to a 30-day supply)
Long-Term Prescription Drugs*** (up to 100-day supply)	G: \$10 copay B: \$30 copay (up to a 100-day supply)	G: \$30 copay B: \$60 copay (up to a 100-day supply)	G: \$30 copay B: \$60 copay (up to a 100-day supply)

Infertility services are excluded/not covered under non-Kaiser HMO plans and are included/covered under Kaiser HMO (excluding Kaiser Bronze) plans, please see your policies for details.

*Chiropractic and acupuncture services have no annual visit maximums, must be medically necessary and may be subject to prior authorization from OptumHealth.

***G = Generic, P = Preferred, B = Brand, PB = Preferred Brand, NPB = Non-preferred Brand, S = Specialty

Disclaimer: Prepared by RPA San Diego on behalf of VEBA.

This document is an outline of the coverage proposed by the carrier(s), based on information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies themselves must be read for those details. The intent of this document is to provide you with general information about your employee benefit plans. It does not necessarily address all the specific issues which may be applicable to you. It should not be construed as, nor is it intended to provide, legal advice. Questions regarding specific issues should be directed to your Human Resources/Benefits Department.



CS VEBA Proposed Rates For
Client Name: Motivated Youth Academy
Effective Dates: 07/01/2023
Frequency: Monthly
Eligible: Actives, Early Retirees and Cobra

UnitedHealthcare PPO Offering

UHC / UMR NexusACO PPO 80/50, \$2000 (Full Network)		Proposed Rates
INN PCP / SP Office Visits: \$30/\$50 copay (Tier 1) & 20% (Tier 2)	Single	\$1,934.00
INN Deductible (Ind / Fam): \$2,000 / \$4,000	Two Party	\$3,811.00
INN OOP max (Ind / Fam): \$5,000 / \$10,000	Family	\$5,350.00
INN Coinsurance: 20%		
OON Deductible (Ind / Fam): \$2,000 / \$4,000		
OON OOP max (Ind / Fam): \$5,000 / \$10,000		
OON Coinsurance: 50%		
INN Rx EAN: \$10 / \$30 / 50%, 2x MO		

Key Assumptions:

1. All rates preliminary pending approval for participation in the California Schools VEBA.
2. Rates assume the current employer contribution strategy in place.
3. All rates are effective: 07/01/2023 - 12/31/2024 (18 months)
4. Rates include carrier medical, mental health, prescription drug, acupuncture, chiropractic benefits, Optum EAP services, Teladoc - Medical Experts, Carrum Health, VEBA Resource Center and VEBA Advocacy Programs.
5. All rates are for active employees. Rates for early retirees and COBRA participants may vary by frequency. No retirees or dependents of retirees over age 65 included in standard active plans and rates. Rates do not apply to AB1401 participants.
6. All PPO parts of the major medical health benefits program must participate in the CS VEBA.
7. All proposed rates are net of commissions.
8. If enrollment varies more than 10% than what was provided, CS VEBA reserves the right to adjust rates.
9. Proposal is only valid for 90 days from date of issue. If not accepted by that date, it is subject to review and revision by VEBA.

*UHC members pay standard copays if you fill your prescription at an EAN Pharmacy (EAN Pharmacies include Rite Aid, Costco, Kmart, Meijer, Safeway, SuperValue, WinnDixie, Walmart, and many independent pharmacies) visit www.Express-scripts.com for a complete list of EAN pharmacies.

*UHC members pay standard copays plus \$5/prescription if you fill your prescription at a non-EAN Pharmacy (Non-EAN Pharmacies include CVS, Walgreens, and certain independent pharmacies).

*All specialty pricing assumes members sign up for SaveOn SP to receive specialty drugs.

*Copays for specialty drugs accessed through SaveOn SP will be \$0.

UHC PPO Rx example:

	First 3 scripts of a <u>maintenance drug</u>	Fourth script of a maintenance <u>drug filled at retail</u>
<u>EAN retail pharmacies (30-day supply)</u>		
Preferred generics	\$10	\$20
Preferred brands	\$30	\$60
Non-preferred brands**	50% (\$40 min / \$175 max)	50% (\$80 min / \$350 max)
Specialty drugs through SaveOnSP*	\$0	NA
<u>Non-EAN pharmacies (30-day supply)</u>		
Preferred generics	\$15	\$30
Preferred brands	\$35	\$70
Non-preferred brands**	50% (\$45 min / \$180 max)	50% (\$90 min / \$360 max)
Specialty drugs through SaveOnSP*	\$0	NA
<u>Specialty drugs (must be obtained through ESI's Accredo specialty drug division)</u>		
Specialty drugs not part of SaveOn SP*		Regular copays apply
Specialty drugs that are part of SaveOnSP*		\$0*
<u>Mail pharmacy or Smart 90 (Costco and Rite Aid provide a benefit equal to mail)</u>		84-90 day supply filled at mail or <u>Smart 90</u>
Preferred generic HTN, oral hypoglycemics & cholesterol		\$0
Other preferred generics		\$20
Preferred brand		\$60
Non-preferred brands		50% (\$80 min / \$350 max)

*Specialty drugs that are covered, but not part of SaveOnSP will have either a generic, preferred brand, or non-preferred brand copay.

Specialty drugs the are part of SaveOnSP will have a copay of \$0 if the member signs up with SaveOnSP before filling the script.

Higher copays apply if members do not sign up for SaveOnSP.

**In the event that a member fills a script for a brand drug with a generic equivalent (a multi-source brand), the copay will be the brand copay plus the difference in price between the brand and generic drug as determined by ESI. Members that can demonstrate they cannot take the generic may have an appeal filed with ESI.



CALIFORNIA SCHOOLS
VEBA

CS VEBA PPO Benefit Summary Highlights (Option 3) for comparison purposes

Benefit Summary	Proposed CS VEBA UMR CA NexusACO PPO 80/50, \$2,000 (Full Network)		Current Anthem Gold PPO 30 / 60 / 500 / 20%	
	In Network What You Pay	Out of Network What You Pay	In Network What You Pay	Out of Network What You Pay
Medical Deductible (individual/family)	\$2,000 / \$4,000	\$2,000 / \$4,000	\$500 / \$1,500	\$2,000 / \$4,000
Medical Out-of-Pocket Maximum (individual/family)	\$5,000 / \$10,000	\$5,000 / \$10,000	\$7,700 / \$15,400	\$15,400 / \$30,800
Health Account	None		None	
PCP Office Visit	\$30 copay	50% coinsurance (after deductible)	\$30 copay	50% coinsurance (after deductible)
Specialist Office Visit	\$50 copay	50% coinsurance (after deductible)	\$60 copay	50% coinsurance (after deductible)
Virtual Visit	\$25 copay	Not covered	\$30 copay	Not covered
Preventive Care	No charge	No coverage for non-network services	No charge	50% coinsurance (after deductible)
Inpatient Hospital Care	20% coinsurance (after deductible)	50% coinsurance (after deductible)	20% coinsurance (after deductible)	50% coinsurance (after deductible)
Mental Health Services (outpatient/inpatient)	\$30 copay / 20% coinsurance (after deductible)	50% coinsurance (after deductible)	\$30 copay / 20% coinsurance (after deductible)	50% coinsurance (after deductible)
Substance Abuse Services (outpatient/inpatient)	\$30 copay / 20% coinsurance (after deductible)	50% coinsurance (after deductible)	\$30 copay / 20% coinsurance (after deductible)	50% coinsurance (after deductible)
Outpatient Diagnostic Laboratory and Radiology (standard procedures) Freestanding Facility or Physician Office OR	20% coinsurance (deductible waived)	50% coinsurance (after deductible)	\$15 copay	50% coinsurance (after deductible)
Hospital-based Lab or Radiology	No charge		\$15 copay	
Complex Radiology (PET & MRI) Freestanding Facility or Physician Office OR	20% coinsurance (after deductible)	50% coinsurance (after deductible)	\$100 copay + 20% coinsurance (after deductible)	50% coinsurance (after deductible)
Hospital-based Complex Radiology	20% coinsurance (after deductible)		\$100 copay + 20% coinsurance (after deductible)	
Outpatient Surgery Ambulatory Surgery Center or Physician's Office	\$100 copay + 20% coinsurance (after deductible)	50% coinsurance (after deductible)	\$200 copay + 20% coinsurance (after deductible)	50% coinsurance (after deductible)
Outpatient Hospital-based Surgical Center	\$100 copay + 20% coinsurance (after deductible)		\$200 copay + 20% coinsurance (after deductible)	
Outpatient Physical/Rehabilitation Therapy (Office Visit)	\$30 copay, unlimited	50% coinsurance (after deductible)	\$30 copay	50% coinsurance (after deductible)
Chiropractic and Acupuncture Services	\$30 copay, unlimited	50% coinsurance (after deductible)	\$30 copay, 20 visits combined	50% coinsurance (after deductible)
Urgent Care (Office Visit only)	\$50 copay	50% coinsurance (after deductible)	\$60 copay	50% coinsurance (after deductible)
Emergency Room (Copoly waived if admitted)	\$100 copay	\$100 copay	\$250 copay + 20% coinsurance (after deductible)	\$250 copay + 20% coinsurance (after deductible)
Rx Deductible (individual/family)	None		\$150 / \$300	
Rx Out-of-Pocket Maximum (individual/family)	\$1,600 / \$3,200		Combined with Medical	
Rx Formulary List	National Preferred		Select Drug List	
Rx Pharmacy Network	Express Advantage Network**		Anthem	
Short-Term Prescription Drugs (up to 30-day supply)	\$10 Generic \$30 PB 50% \$40 min \$175 max NPB	Retail: with submission of a paper claim, member will be reimbursed at the rate the Plan would have paid had the member used an in-network pharmacy less the member's copay.	\$10 Generic \$50 PB \$90 NPB 30% to \$250 max S	No coverage for non-network pharmacy
Long-Term Prescription Drugs (up to 90-day supply)	\$20 Generic \$60 PB 50% \$80 min \$350 max NPB	No coverage for non-network pharmacy	\$25 Generic \$150 PB \$270 NPB 30% to \$250 max	No coverage for non-network pharmacy



CS VEBA Proposed Rates For
Client Name: Motivated Youth Academy
Effective Dates: 07/01/2023
Frequency: Monthly
Eligible: Actives, Early Retirees and Cobra

	<u>Dental HMO</u>	
	<u>Current Product</u>	<u>Proposed Product</u>
Carrier	Delta Dental PPO	Delta Dental PPO
Plan	Platinum	closely duplicating current plan
Employee Only Two Party Family	<u>Current / Renewal Rates</u>	<u>Proposed Rates</u>
	\$65.72	\$59.15
	\$135.92	\$122.33
	\$200.42	\$180.38
#REF!		
% Rate Change by Tiers:		-10.0%
		-10.0%
		-10.0%

Key Assumptions:

1. Dental rates shown are fully insured rates to be invoiced/paid monthly.
2. Delta Dental rates shown are for the effective period of 7/1/2023 - 12/31/2024 (18 months).
3. Dental rates are net of commission.
4. VEBA reserves the right to re-rate if enrollment in the dental plans changes by +/- 10%.
5. No change to the client's funding/contributions policy or participation.

Disclaimer:

Prepared by RPA San Diego on behalf of California Schools VEBA.

The proposal (analyses, report, etc.) is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal (analyses, report, etc.) is not a contract and offers no contractual obligation on behalf of RPA San Diego.

**CS VEBA Proposed Rates For****Client Name:** Motivated Youth Academy**Effective Dates:** 07/01/2023**Frequency:** Monthly**Eligible:** Actives, Early Retirees and Cobra

	<u>Vision</u>	
	<u>Current Product</u>	<u>Proposed Product</u>
Carrier	VSP	VSP
Plan	Platinum	closely duplicating current plan
Employee Only Two Party Family	<u>Current Rates</u>	<u>Proposed Rates</u>
	\$9.32	\$8.48
	\$18.36	\$16.71
	\$29.54	\$26.88
#REF!		
% Rate Change by Tiers:		-9.0%
		-9.0%
		-9.0%

Key Assumptions:

1. Vision rates shown are fixed cost rates to be invoiced/paid monthly.
2. VSP Vision rates shown are for the effective period of 07/1/2023 - 12/31/2024 (18 months).
3. Vision rates are net of commission.
4. VEBA reserves the right to re-rate if enrollment in the vision plans changes by +/- 10%.
5. Proposed rates utilize VEBA standard tier ratios

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**CS VEBA Life Proposal for
Motivated Youth Academy
Effective Date: 7/1/2023
Frequency: Monthly**

Group Term Life and AD&D Benefits

Classifications

Class 1 - All Eligible Employees

Employee Basic Life and AD&D

Basic Life Amount	Basic Life Rate	Basic AD&D Amount	Basic AD&D Rate
Flat \$50,000	\$0.21	\$50,000	\$0.03

Employee Supplemental Life and AD&D

Supp Life Amount	Supp Life Rate	Supp AD&D Amount	Supp AD&D Rate
\$10,000	see age bands	\$10,000	\$0.03
Increments to a \$300,000 Max		Increments to a \$300,000 Max	

Dependent Spouse Supplemental Life and AD&D

Supp Life Amount	Supp Life Rate	Supp AD&D Amount	Supp AD&D Rate
\$10,000	see age bands	\$10,000	\$0.03
Increments to a \$150,000 Max		Increments to a \$150,000 Max	

Dependent Child Supplemental Life and AD&D

Supp Life Amount	Supp Life Rate	Supp AD&D Amount	Supp AD&D Rate
Flat \$10,000	\$0.15	not covered	n/a

Key Assumptions

1. All rates preliminary pending approval for participation in the California Schools VEBA.
2. Rates assume current contribution toward the cost of coverage.
3. All Life and AD&D rates are net of commission.
4. Life and AD&D rates are guaranteed for 7/1/2023 - 06/30/2026 (36months).
5. See the plan design document for all applicable details on provisions, limits, exclusions related to the Life and AD&D benefits.
6. See the lifestyle benefits document for all value added services and resources such as Beneficiary Financial Counseling, Legacy Planning resources, Legal, Financial and Grief
7. Rates are per \$1,000 per month.

Disclaimer:

Prepared by RPA San Diego on behalf of California Schools VEBA.

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CS VEBA Disclaimers

1. Much effort has been made to provide all necessary and accurate information in this Request for Proposal. It is the sole responsibility of the proposers to ensure that they have all information necessary to complete submission of their proposals. If more information is needed, please contact James Gaumer at (619) 398-4216.
2. This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.
3. This document is an outline of the coverage proposed by the carrier(s), based on information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies themselves must be read for those details.
The intent of this document is to provide you with general information about your employee benefit plans. It does not necessarily address all the specific issues which may be applicable to you. It should not be construed as, nor is it intended to provide, legal advice.
Questions regarding specific issues should be directed to your Human Resources/Benefits Department.
4. We assume that the client has disclosed any ongoing claimants with more than \$100,000 in paid claims of which it is aware.

Coversheet

Approval of 2023-24 Classified Work Year Calendars

Section:	XII. Personnel Services
Item:	D. Approval of 2023-24 Classified Work Year Calendars
Purpose:	Vote
Submitted by:	
Related Material:	2023-2024 MYA Classified Employee 185 Work Year Calendar.pdf 2023-2024 MYA Classified Employee 220 Work Year Calendar.pdf 2023-2024 MYA Classified Employee 261 Work Year Calendar.pdf

BACKGROUND:

The 2023-2024 work year calendars for all classified employees have been created in order to clearly articulate paid holidays, school closures, non-work days, and total work days for classified employees.

RECOMMENDATION:

It is recommended that the Board approve the work year calendars as presented.

Fiscal Impact: \$0.00


Motivated Youth Academy | 2023-2024 | CLASSIFIED WORK YEAR CALENDAR (185)

JULY					0	0	AUGUST					9	8	SEPTEMBER					20	22
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
				N	0	0	N	N	N	N	N	0	0					1	1	2
N	N	N	N	N	0	0	N	N	N	N	N	0	0	H	5	6	7	8	4	5
N	N	N	N	N	0	0	N	N	N	N	N	0	0	11	12	13	14	15	5	5
N	N	N	N	N	0	0	21	22	23	24	25	5	5	18	19	20	21	22	5	5
N	N	N	N	N	0	0	28	29	30	31		4	3	25	26	27	28	29	5	5
OCTOBER					22	21	NOVEMBER					16	19	DECEMBER					11	15
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
2	3	4	5	6	5	5			1	2	3	3	4					1	1	2
9	10	11	12	13	5	5	6	7	8	9	H	4	5	4	5	6	7	8	5	5
16	17	18	19	20	5	5	13	14	15	16	17	5	5	11	12	13	14	15	5	5
23	24	25	26	27	5	5	N	N	N	H	H	0	2	N	N	N	N	H	0	1
30	31				2	1	27	28	29	30		4	3	H	N	N	N	H	0	2
JANUARY					21	22	FEBRUARY					20	20	MARCH					21	23
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
H	2	3	4	5	4	5				1	2	2	3					1	1	3
8	9	10	11	12	5	5	5	6	7	8	9	5	5	4	5	6	7	8	5	5
H	16	17	18	19	4	5	12	13	14	15	16	5	5	11	12	13	14	15	5	5

22	23	24	25	26	5	5	H	20	21	22	23	4	5	18	19	20	21	22	5	5
29	30	31			3	2	26	27	28	29		4	2	25	26	27	28	29	5	5
APRIL					17	15	MAY					18	20	JUNE					0	0
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
1	2	3	4	5	5	0			1	2	3	3	5				N	N	0	0
8	9	10	11	12	5	5	6	7	8	9	10	5	5	N	N	N	N	N	0	0
N	N	N	N	N	0	0	13	14	15	16	17	5	5	N	N	N	N	N	0	0
22	23	24	25	26	5	5	20	21	22	23	24	5	5	N	N	N	N	N	0	0
29	30				2	5	N	N	N	N	N	0	0	N	N	N	N	N	0	0

HOLIDAYS:								Total Work Days								175			
9/4/2023		Labor Day						Total Holidays								10			
11/10/2023		Veterans Day						Total Compensated Days								185			
11/23 - 11/24/23		Thanksgiving Break																	
12/22 - 12/25/23		Christmas Eve/Day (Observed)																	
12/29 - 1/1/24		New Year's Eve/Day (Observed)																	
1/15/2024		Martin Luther King Jr.																	
2/19/2024		Presidents Day																	
7/3/23; 8/21/23		First Days of Track E and Track F																	
4/8/24; 6/3/24		Last Days of Track E and Track F																	

Employee must be in paid status before and after the date of the holiday in order to be eligible for holiday pay.

Assignment start and end dates are dependent on the program.

75% - last day to start is September 29, 2023

Board Approved:


Motivated Youth Academy | 2023-2024 | CLASSIFIED WORK YEAR CALENDAR (220)

JULY					19	21	AUGUST					23	23	SEPTEMBER					20	22
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
H	H	5	6	7	3	1		1	2	3	4	4	5					1	1	2
10	11	12	13	14	5	5	7	8	9	10	11	5	5	H	5	6	7	8	4	5
17	18	19	20	21	5	5	14	15	16	17	18	5	5	11	12	13	14	15	5	5
24	25	26	27	28	5	5	21	22	23	24	25	5	5	18	19	20	21	22	5	5
31					1	5	28	29	30	31		4	3	25	26	27	28	29	5	5
OCTOBER					21	20	NOVEMBER					16	19	DECEMBER					11	15
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
2	3	4	5	6	5	5			1	2	3	3	4					1	1	2
N	10	11	12	13	4	4	6	7	8	9	H	4	5	4	5	6	7	8	5	5
16	17	18	19	20	5	5	13	14	15	16	17	5	5	11	12	13	14	15	5	5
23	24	25	26	27	5	5	N	N	N	H	H	0	2	N	N	N	N	H	0	1
30	31				2	1	27	28	29	30		4	3	H	N	N	N	H	0	2
JANUARY					21	22	FEBRUARY					20	20	MARCH					21	23
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
H	2	3	4	5	4	5				1	2	2	3					1	1	3
8	9	10	11	12	5	5	5	6	7	8	9	5	5	4	5	6	7	8	5	5
H	16	17	18	19	4	5	12	13	14	15	16	5	5	11	12	13	14	15	5	5

22	23	24	25	26	5	5	H	20	21	22	23	4	5	18	19	20	21	22	5	5
29	30	31			3	2	26	27	28	29		4	2	25	26	27	28	29	5	5
APRIL					17	15	MAY					18	20	JUNE					0	0
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
1	2	3	4	5	5	0			1	2	3	3	5				N	N	0	0
8	9	10	11	12	5	5	6	7	8	9	10	5	5	N	N	N	N	N	0	0
N	N	N	N	N	0	0	13	14	15	16	17	5	5	N	N	N	N	N	0	0
22	23	24	25	26	5	5	20	21	22	23	24	5	5	N	N	N	N	N	0	0
29	30				2	5	N	N	N	N	N	0	0	N	N	N	N	N	0	0

HOLIDAYS:	
7/4/2023	Independence Day (Observed)
9/4/2023	Labor Day
11/10/2023	Veterans Day
11/23 - 11/24/23	Thanksgiving Break
12/22 - 12/25/23	Christmas Eve/Day (Observed)
12/29 - 1/1/24	New Year's Eve/Day (Observed)
1/15/2024	Martin Luther King Jr.
2/19/2024	Presidents Day
5/27/2024	Memorial Day
7/3/23; 8/21/23	First Days of Track E and Track F
4/8/24; 6/3/24	Last Days of Track E and Track F

Total Work Days	207
Total Holidays	12
Total Compensated Days	220

Employee must be in paid status before and after the date of the holiday in order to be eligible for holiday pay.

Assignment start and end dates are dependent on the program.

75% - last day to start is September 29, 2023

Board Approved:


Motivated Youth Academy | 2023-2024 | CLASSIFIED WORK YEAR CALENDAR (12 month)

JULY					19	21	AUGUST					23	23	SEPTEMBER					20	22
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
H	H	5	6	7	3	1		1	2	3	4	4	5					1	1	2
10	11	12	13	14	5	5	7	8	9	10	11	5	5	H	5	6	7	8	4	5
17	18	19	20	21	5	5	14	15	16	17	18	5	5	11	12	13	14	15	5	5
24	25	26	27	28	5	5	21	22	23	24	25	5	5	18	19	20	21	22	5	5
31					1	5	28	29	30	31		4	3	25	26	27	28	29	5	5
OCTOBER					22	21	NOVEMBER					19	22	DECEMBER					18	22
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
2	3	4	5	6	5	5			1	2	3	3	4					1	1	2
9	10	11	12	13	5	5	6	7	8	9	H	4	5	4	5	6	7	8	5	5
16	17	18	19	20	5	5	13	14	15	16	17	5	5	11	12	13	14	15	5	5
23	24	25	26	27	5	5	20	21	22	H	H	3	5	18	19	20	21	H	4	5
30	31				2	1	27	28	29	30		4	3	H	26	27	28	H	3	5
JANUARY					21	22	FEBRUARY					20	20	MARCH					21	23
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
H	2	3	4	5	4	5				1	2	2	3					1	1	3
8	9	10	11	12	5	5	5	6	7	8	9	5	5	4	5	6	7	8	5	5
H	16	17	18	19	4	5	12	13	14	15	16	5	5	11	12	13	14	15	5	5

22	23	24	25	26	5	5	H	20	21	22	23	4	5	18	19	20	21	22	5	5
29	30	31			3	2	26	27	28	29		4	2	25	26	27	28	29	5	5
APRIL					22	20	MAY					22	23	JUNE					25	22
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
1	2	3	4	5	5	0			1	2	3	3	5	3	4	5	6	7	5	2
8	9	10	11	12	5	5	6	7	8	9	10	5	5	10	11	12	13	14	5	5
15	16	17	18	19	5	5	13	14	15	16	17	5	5	17	18	19	20	21	5	5
22	23	24	25	26	5	5	20	21	22	23	24	5	5	24	25	26	27	28	5	5
29	30				2	5	H	28	29	30	31	4	3	1	2	3	4	5	5	5

HOLIDAYS:	
7/4/2023	Independence Day (Observed)
9/4/2023	Labor Day
11/10/2023	Veterans Day
11/23 - 11/24/23	Thanksgiving Break
12/22 - 12/25/23	Christmas Eve/Day (Observed)
12/29 - 1/1/24	New Year's Eve/Day (Observed)
1/15/2024	Martin Luther King Jr.
2/19/2024	Presidents Day
5/27/2024	Memorial Day
7/3/23; 8/21/23	First Days of Track E and Track F
4/8/24; 6/3/24	Last Days of Track E and Track F

Total Calendar Days	261
Total Holidays	12
Total Work Days	252

12 month calendar assignments are 249 work days plus 12 paid holidays paid over 12 months.

Employee must be in paid status before and after the date of the holiday in order to be eligible for holiday pay.

Assignment start and end dates are dependent on the program.

75% - last day to start is September 29, 2023

Board Approved:

Coversheet

Approval of 2023-24 Certificated Work Year Calendars

Section:	XII. Personnel Services
Item:	E. Approval of 2023-24 Certificated Work Year Calendars
Purpose:	Vote
Submitted by:	
Related Material:	2023-2024 MYA Certificated Employee 185 Work Year Calendar.pdf 2023-2024 MYA Certificated Employee 220 Work Year Calendar.pdf 2023-2024 MYA Certificated Employee 190 Work Year Calendar.pdf

BACKGROUND:

The 2023-2024 work year calendars for all certificated employees have been created in order to clearly articulate paid holidays, school closures, non-work days, and total work days for certificated employees.

RECOMMENDATION:

It is recommended that the Board approve the work year calendars as presented.

Fiscal Impact: \$0.00



Motivated Youth Academy 2023-2024 185 Work Days CERTIFICATED WORK YEAR CALENDAR																																					
JULY	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Days	Legend				
																															0.0	Non Work Days					
																															0.0	Work Days					
AUGUST	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						
														M	T	W	R	F				A	T	W	R	F				M	T	W	0.0	Non Work Days			
														1	1	1	1	1				1	1	1	1	1				1	1	1	13.0	Work Days			
SEPTEMBER	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29							
	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	1.0	Non Work Days			
	1	1				N	1	1	1	1				1	1	1	1	1				1	1	1	1	1				1	1	1	21.0	Work Days			
OCTOBER	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						
				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F	M	1.0	Non Work Days		
				1	1	1	1	1				1	N	1	1	1				1	1	1	1	1				1	1	1	1	1	1	20.0	Work Days		
NOVEMBER	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29							
	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	6.0	Non Work Days	
	1	1	1	1				1	1	1	1	N				1	1	1	1	1				N	N	N	N	N				1	1	1	16.0	Work Days	
DECEMBER	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						
	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F	10.0	Non Work Days	
	1	1				1	1	1	1	1				1	1	1	1	1				N	N	N	N	N				N	N	N	N	N	12.0	Work Days	
JANUARY	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						
		M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	2.0	Non Work Days
		N	1	1	1	1				1	1	1	1	1				N	1	1	1	1				1	1	1	1	1				1	1	20.0	Work Days
FEBRUARY	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27									
	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T			1.0	Non Work Days	
	1	1	1				1	1	1	1	1				1	1	1	1	1				N	1	1	1	1				1	1			19.0	Work Days	
MARCH	28	29	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29						
	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	Z	0.0	Non Work Days
	1	1	1				1	1	1	1	1				1	1	1	1	1				1	1	1	1	1				1	1	1	1	1	23.0	Work Days
APRIL	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28							
				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				5.0	Non Work Days
				1	1	1	1	1				N	N	N	N	N				1	1	1	1	1				1	1	1	1	1				15.0	Work Days
MAY	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29						
	M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	Z				M	T	Z	1.0	Non Work Days
	1	1	1	1	1				1	1	1	1	1				1	1	1	1	1				1	1	1	1	1				N	1	1	22.0	Work Days
JUNE	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28							
	R	F				M	T																						0.0	Non Work Days							
	1	1				1	1																						4.0	Work Days							
N	Planted non-work day																																				
A	First day of school																																				
Z	Last day of school																																				
L	Late start up to and including this date eligible for step advancement																																				
Total Holidays / Nonwork Days Scheduled (non-compensated)																																			27.0		

		Scheduled Work Days		185.0
		Remaining Non-work Days to be Scheduled		0.0



Motivated Youth Academy 2023-2024 220 Work Days CERTIFICATED WORK YEAR CALENDAR																																							
JULY	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Days	Legend						
		A				W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				1.0	Non Work Days		
		1				N	1	1				1	1	1	1	1				1	1	1	1	1				1	1	1	1	1				18.0	Work Days		
AUGUST	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30								
	M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				A	T	W	R	F				M	T	W	0.0		Non Work Days	
	1	1	1	1	1				1	1	1	1	1				1	1	1	1	1				1	1	1	1	1				1	1	1	23.0		Work Days	
SEPTEMBER	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29									
	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F	1.0		Non Work Days		
	1	1				N	1	1	1	1				1	1	1	1	1				1	1	1	1	1				1	1	1	1	1	21.0		Work Days		
OCTOBER	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30								
			M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	1.0		Non Work Days	
			1	1	1	1	1				1	N	1	1	1				1	1	1	1	1				1	1	1	1	1				1	20.0		Work Days	
NOVEMBER	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29									
	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	6.0		Non Work Days		
	1	1	1	1				1	1	1	1	N				1	1	1	1	1				N	N	N	N	N				1	1	1	16.0		Work Days		
DECEMBER	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30								
	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F	10.0		Non Work Days		
	1	1				1	1	1	1	1				1	1	1	1	1				N	N	N	N	N				N	N	N	N	N	12.0		Work Days		
JANUARY	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30								
		M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	2.0		Non Work Days	
		N	1	1	1	1				1	1	1	1	1				N	1	1	1	1				1	1	1	1	1				1	1	20.0		Work Days	
FEBRUARY	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27											
	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	1.0		Non Work Days				
	1	1	1				1	1	1	1	1				1	1	1	1	1				N	1	1	1	1				1	1	19.0		Work Days				
MARCH	28	29	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29								
	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	Z	0.0		Non Work Days	
	1	1	1				1	1	1	1	1				1	1	1	1	1				1	1	1	1	1				1	1	1	1	1	23.0		Work Days	
APRIL	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28									
			M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				0.0		Non Work Days		
			1	1	1	1	1				1	1	1	1	1				1	1	1	1	1				1	1	1	1	1				20.0		Work Days		
MAY	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29								
	M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	Z	1.0		Non Work Days	
	1	1	1	1	1				1	1	1	1	1				1	1	1	1	1				1	1	1	1	1				N	1	1	22.0		Work Days	
JUNE	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28									
	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F	0.0		Non Work Days		
	1	1				1	1	1	1	1				1	1	1	1				1	1	1	1	1				1	1	1	1	1	22.0		Work Days			
N	Planted non-work day																																						
A	First day of school																																						
Z	Last day of school																																						
L	Late start up to and including this date eligible for step advancement																																						
																																				Calendar Days (M-F)		259.0	
																																				Total Compensated Days		220.0	
																																				Total Holidays / Nonwork Days Scheduled (non-compensated)		23.0	

										Remaining Non-work Days to be Scheduled										16.0	
NON-WORK DAYS:																					
7/4/2023																					
9/5/2023																					
11/10/2023																					
11/20-11/24/2023																					
12/18-1/1/2024																					
1/15/2024																					
2/19/2024																					
4/1-4/5/2024																					
5/27/2024																					
SCHOOL DATES:																					
7/3/23; 8/21/23				First Day of Track E; First Day of Track F																	
4/8/24; 6/3/24				Last Day of Track E; Last Day of Track F																	
LATE START:																					
9/19/2023				75% Start Date																	
55																					



Motivated Youth Academy 2023-2024 190 Work Days CERTIFICATED WORK YEAR CALENDAR																																																							
JULY	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Days	Legend																						
																															0.0	Non Work Days																							
																															0.0	Work Days																							
AUGUST	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30																								
															M	T	W	R	F				A	T	W	R	F				M	T	W	0.0	Non Work Days																				
															1	1	1	1	1				1	1	1	1	1				1	1	1	13.0	Work Days																				
SEPTEMBER	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29																									
	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	1.0	Non Work Days																					
	1	1				N	1	1	1	1				1	1	1	1	1				1	1	1	1	1				1	1	1	21.0	Work Days																					
OCTOBER	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30																								
			M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F	M	0.0	Non Work Days																					
			1	1	1	1	1				1	1	1	1	1				1	1	1	1	1				1	1	1	1	1	1	21.0	Work Days																					
NOVEMBER	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29																									
	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	6.0	Non Work Days																			
	1	1	1	1				1	1	1	1	N				1	1	1	1	1				N	N	N	N	N				1	1	1	16.0	Work Days																			
DECEMBER	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30																								
	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F	10.0	Non Work Days																			
	1	1				1	1	1	1	1				1	1	1	1	1				N	N	N	N	N				N	N	N	N	N	12.0	Work Days																			
JANUARY	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30																								
		M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	2.0	Non Work Days																		
		N	1	1	1	1				1	1	1	1	1				N	1	1	1	1				1	1	1	1	1	1				1	1	20.0	Work Days																	
FEBRUARY	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27																											
	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T				1.0	Non Work Days																		
	1	1	1				1	1	1	1	1				1	1	1	1	1				N	1	1	1	1				1	1				19.0	Work Days																		
MARCH	28	29	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29																								
	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	Z	0.0	Non Work Days																		
	1	1	1				1	1	1	1	1				1	1	1	1	1				1	1	1	1	1				1	1	1	1	1	23.0	Work Days																		
APRIL	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28																									
			M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				5.0	Non Work Days																			
			1	1	1	1	1				N	N	N	N	N				1	1	1	1	1				1	1	1	1	1				15.0	Work Days																			
MAY	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29																								
	M	T	W	R	F				M	T	W	R	F				M	T	W	R	F				M	T	W	R	Z				M	T	Z	1.0	Non Work Days																		
	1	1	1	1	1				1	1	1	1	1				1	1	1	1	1				1	1	1	1	1				N	1	1	22.0	Work Days																		
JUNE	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28																									
	R	F				M	T	W	R	F				M																		0.0	Non Work Days																						
	1	1				1	1	1	1	1				1																		8.0	Work Days																						
N	Planted non-work day																																																						
A	First day of school																																																						
Z	Last day of school																																																						
L	Late start up to and including this date eligible for step advancement																																																						
Total Holidays / Nonwork Days Scheduled (non-compensated)																																			26.0																				
Calendar Days (M-F)																																			216.0																				
Total Compensated Days																																			190.0																				

		Scheduled Work Days		190.0
		Remaining Non-work Days to be Scheduled		0.0

NON-WORK DAYS:	
9/5/2023	
11/10/2023	
11/20-11/24/2023	
12/18-1/1/2024	
1/15/2024	
2/19/2024	
4/1-4/5/2024	
5/27/2024	
SCHOOL DATES:	
7/3/23; 8/21/23	First Day of Track E; First Day of Track F
4/8/24; 6/3/24	Last Day of Track E; Last Day of Track F
LATE START:	
9/19/2023	75% Start Date

47.5
48

Coversheet

Approval of New Board Policies

Section: XIII. Policy Development
Item: A. Approval of New Board Policies
Purpose: Vote
Submitted by:
Related Material: 3150 Reserves Fiscal Policy.pdf
6040 Local Assessments Policy.pdf

BACKGROUND:

Background:

3150 - Reserves Fiscal Policy

Motivated Youth Academy recognizes that a key element of the financial stability of the school is ensuring that adequate levels of reserves are maintained. Reserves are essential in mitigating current and future risks that may occur from unforeseen revenue fluctuations and/or unanticipated expenditures, and to fund all existing programs. Reserves provide cash flow liquidity to fund general operations. This policy will afford the school time to thoughtfully identify and implement budget adjustments.

6040 - Local Assessments Policy

Motivated Youth Academy operates in a performance based accountability system for student academic performance. A charter school cannot continue to exist without collecting data on student performance from a variety of assessments and indicators. One of the responsibilities of MYA is to increase student academic achievement. When a charter authorizer is evaluating whether to grant a school's charter renewal petition, "increases in pupil academic achievement" is the most important factor in the decision. (Ed. Code, §§ 47607(c)(2) , 47607(a)(3)(A).) Consequently, MYA collects academic performance data through state mandated testing in addition to administering local assessments. The purpose of local assessments is to help students, parents/guardians and teachers identify each student's educational performance, growth, and areas needing improvement in order to enhance teaching and learning. Local assessments are one measure of student performance that provide a thorough evaluation and therefore, an extensive scope of the student's learning and indicators of the assets the student brings to learning.

RECOMMENDATION:

It is recommended the Board approve policy 3150 - Reserves Fiscal Policy .

It is recommended the Board approve policy 6040 - Local Assessments Policy

Fiscal Impact: None.

BUSINESS/NON-INSTRUCTIONAL**3150-MYA**

RESERVES FISCAL POLICY

The Board of Directors of Motivated Youth Academy (“Board”) states its belief that a key element of the financial stability of Motivated Youth Academy (“School”) is ensuring that adequate levels of reserves are maintained. Reserves are essential in mitigating current and future risks that may occur from unforeseen revenue fluctuations and/or unanticipated expenditures, and to fund all existing programs. Reserves provide cash flow liquidity to fund general operations. Prudent reserves afford the school time to thoughtfully identify and implement budget adjustments.

DEFINITION OF “FUND BALANCE”

“Fund balance” is the difference between a school’s assets and liabilities. As a charter school, Motivated Youth Academy only has a single fund, and the fund balance in its General Fund represents the reserves available to the organization. The accounting terms “fund balance”, “net asset balance”, “net surplus”, “net position”, and “reserves” functionally mean the same thing when applied to the School. For example, if an organization has \$500,000 in assets and \$400,000 in liabilities, its fund balance, net position and net asset balance are all \$100,000, which represents the reserves of the organization. It is important to note that fund balance is not simply cash on hand. Depending on the type of assets and liabilities held by the organization, fund balance can be more or less than just cash balance, which makes it especially important to correctly designate fund balances appropriately to ensure the fiscal solvency of the School.

COMPONENTS OF ENDING FUND BALANCE

1. For charter schools operating as nonprofit corporations like Motivated Youth Academy, the California Department of Education (CDE) requires this fund balance to be reported in three main components, as follows:
 - a. **“Net Investment in Capital Assets”** is the value of fixed assets such as land, buildings, or major equipment, since these capital assets cannot easily be liquidated and used to cover cash flow needs. Currently, the School has no capital assets.
 - b. **“Restricted Net Position”** refers to net asset balances that are constrained to specific state or federally designated purposes, such as special education, and so are not available for other uses.
 - c. **“Unrestricted Net Position”** represents the remaining amount of fund balance after excluding Net Investment in Capital Assets and Restricted Net Position.
2. The “Unrestricted Net Position” component assigned by CDE can then include additional locally-defined assignments. All locally-defined assignments are then combined and reported as the total “Unrestricted Net Position” for state reporting forms.

BUSINESS/NON-INSTRUCTIONAL**3150-MYA**

RESERVES FISCAL POLICY**LOCAL ASSIGNMENTS**

The School hereby designates the following locally-defined assignments for its Unrestricted Net Position balance, along with a suggested range for each in the form of a percentage of annual expenditures:

1. **Special Education** – This assignment represents a reserve for associated costs in the event a school enrolls a student with exceptional needs requiring services that are not covered by the school’s adopted budget or by emergency Special Education Local Plan Area (SELPA) funding. The typical range for this assignment is one to four percent (1-4%) of annual expenditures, and the specific percentage may be set or reset by the Board at any time depending on changing circumstances.

2. **Legal** - While much can be done to prevent litigation, even the best planning does not eliminate the risk of litigation. This assignment establishes a planned reserve to cover potential legal costs. The typical range for this assignment is one to four percent (1-4%) of annual expenditures, and the specific percentage may be set or reset by the Board at any time depending on changing circumstances.

3. **Cash Flow Reserve** – This assignment represents a reserve to cover short-term delays in cash receipts from governmental sources. California’s statewide tax base has become increasingly volatile as dependence on capital gains tax and higher-end income tax brackets has increased over time. This has in turn caused the State to defer or delay monthly K-12 apportionments for months at a time and even into the following fiscal year, with deferrals totaling as much as thirty-five percent (35%) of annual funding. For charter schools without sufficient reserves, this has meant resorting to outside lenders and incurring hundreds of thousands of dollars in interest and fees to obtain interim funding to cover payroll and other critical expenses. The recommended level for this assignment is thirty-five percent (35%) of annual expenditures, matching the high end of recent actual deferrals for some schools, but this percentage may be set or reset by the Board at any time depending on changing circumstances.

4. **Economic Uncertainty** – This assignment represents an overall “safety net” for the School to cover a variety of unforeseen mid-term to long-term economic circumstances, including higher than expected outflows in any of the above three assignments. The onset of the COVID-19 pandemic in 2020 is an excellent example of how unforeseen events can require substantial reserves. Within a space of two months, the State budget projections were changed to reduce

BUSINESS/NON-INSTRUCTIONAL**3150-MYA**

RESERVES FISCAL POLICY

projected K-12 funding by as much as nineteen percent (19%) for the upcoming year. While federal stimulus ended up mitigating this, there are no guarantees that future unforeseen impacts will be similarly mitigated. Designating twenty percent (20%) of the School's fund balance for economic uncertainty represents the amounts necessary to protect the School from any combination of unforeseen revenue shortfalls, unexpected costs, and economic uncertainties.

5. **Unassigned** - Any remaining Unrestricted Net Position amount not included in any of the above four assignments shall be considered Unassigned.

INSTRUCTIONAL**6040-MYA****LOCAL ASSESSMENT POLICY**

Motivated Youth Academy (“MYA”) adopts this Local Assessment Policy for all enrolled students.

Charter schools exist in a performance based accountability system for student academic performance, and MYA fully participates in that system. A charter school cannot continue to exist without collecting data on student performance from a variety of assessments and indicators.

One of the responsibilities of MYA is to increase student academic achievement. When a charter authorizer is evaluating whether to grant a school’s charter renewal petition, “increases in pupil academic achievement” is the most important factor in the decision. (Ed. Code, §§ 47607(c)(2) , 47607(a)(3)(A).) Consequently, MYA collects academic performance data through state mandated testing in addition to administering local assessments.

The purpose of local assessments is to help students, parents/guardians and teachers identify each student’s educational performance, growth, and areas needing improvement in order to enhance teaching and learning. Local assessments are one measure of student performance that provide a thorough evaluation and therefore, an extensive scope of the student’s learning and mastery of grade level standards.

No Opt Out for Local Assessments

Per California Ed. Code, parents/guardians may opt their children out of all or part of the California Assessment of Student Performance and Progress [“CAASPP”].) by submitting a written request to the school each year. MYA does NOT recommend opting out of state testing due to the accountability requirements from the state. Low participation rates can impact MYA’s funding and Charter renewal process.

However, parents/guardians may not opt their child out of MYA’s local assessments. The choice to opt out ONLY applies to the CAASPP, as there is no Ed. Code permitting a parent/guardian to opt out of the MYA’s local assessments.

INSTRUCTIONAL**6040-MYA**

LOCAL ASSESSMENT POLICY**Local Assessment Schedule**

Students will have access to local assessments during MYA's local assessment testing windows. All local assessments must be proctored by a MYA staff member. The student's Teacher of Record (ToR) is responsible for following up on student completion of all local assessments.

All assessment subjects must be completed within the assigned testing window. Assessment subject areas will be broken up over the testing window to allow adequate time to complete each subject area assessment. Students should attempt to complete the entire subject area assessment within one sitting, however, students may save and resume an assessment at another day/time so long as proctoring guidelines are met.

Students will complete the initial local assessment within the twenty (20) school days of the first semester. Students will complete the end of year local assessment during the last quarter of the school year and will have twenty (20) school days to complete the end of year assessment once the assessment window opens.

Late Enrollment Students

Students with enrollment start dates later than the first three (3) days of the school year will complete their initial local assessments within the first twenty (20) school days of the student's enrollment under the following guidelines:

1. Students with an enrollment start date prior to November 1st will complete the initial assessment within the initial testing window, and will complete the end of year local assessments during the end of year testing window.
2. Students with an enrollment start date after November 1st will complete the initial assessment for informational purposes only and will complete the end of year local assessments during the end of year testing window.
3. MYA staff will coordinate with late enrollment students to ensure they complete the initial assessments.

Proctoring of Local Assessments

All local assessments must be proctored by a MYA teacher or other qualified staff member. Students will use the secure browser on their MYA provided computer to complete assessment. Personal devices and outside proctors are prohibited.

INSTRUCTIONAL

6040-MYA

LOCAL ASSESSMENT POLICY

Local Assessment Results and Reports

Local Assessment results are uploaded to the MYA Student Information System at the end of the testing administration window and sent directly to families via email with an explanation of the student's scores. Students and parents/guardians may access results at any time through the student and parent portals of the Student Information System.

Additionally, the ToR will review assessment results with the parent/guardian and student when the local assessment is completed. Parents/guardians will have an opportunity to ask any questions they have during this meeting time.

Results from these local assessments will be used to support intervention programs for student academic success. Information on intervention support will be discussed during the assessment review meeting if applicable.

Consequences for Not Completing the Local Assessments

Completion of MYA's local assessments is a mandatory requirement of student enrollment. There is no "Opt-Out" option for local assessments.

The following consequences apply to students who do not complete their local assessments within the designated testing window:

1. Warning: The student and parent/guardian will receive a written warning that the student has incomplete local assessments. The student will have ten (10) school days from the date of this warning to complete all outstanding assessments.
2. Parent Conference: If, after the ten (10) school days have passed and the local assessments are still not complete, the ToR may arrange a mandatory parent/guardian conference to discuss barriers to completing the local assessment. A plan will be created, including blocking access to core curriculum, to ensure completion of the local assessments within the next five (5) school days.
3. Academic Probation: If, after the five (5) school days have passed and the local assessments are still not complete, the student will be placed on academic probation and the parent/guardian must attend an academic probation meeting with the designated administrator. The student will be given five (5) school days from the date of this meeting to complete the proctored assessments with their teacher.

INSTRUCTIONAL

6040-MYA

LOCAL ASSESSMENT POLICY

Students with Special Education and 504 Plans

Students with an Individualized Education Plan (“IEP”) or a 504 Plan (504) will receive testing accommodations and/or support when taking local assessments as outlined in the student’s IEP or 504.

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