



MY Academy

Regular Meeting of the Board of Directors

Published on June 9, 2023 at 3:28 PM PDT

Date and Time

Thursday June 15, 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: 981 2173 0820

<https://cal-pacs-org.zoom.us/j/98121730820>

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 June 15, 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 May 11, 2023 Approve Minutes Board President 1 m

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

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 9:07 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

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Gov. Code Section 54956.9(d)(1))

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

	Purpose	Presenter	Time
b. YL v. The Collaborative Charter Services Organization, et al.			
VII. Reconvene Regular Meeting			9:37 AM
A. Report out any action taken in closed session.	Discuss	Board President	2 m
VIII. Public Comments/Recognition/Reports			
<p>Please submit a Request to Speak to the Board of Directors using the chat feature on the right hand side of the Zoom platform. Please state the agenda item number that you wish to address prior to the agenda item being called by the Board President. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written statement and an administrator will provide answers at a later date.</p>			
IX. Correspondence/Proposals/Reports			9:39 AM
A. School Highlights, Presented by Melissa Blitzstein, Interim Assistant Director	Discuss	Melissa Blitzstein	5 m
X. Consent			9:44 AM
<p>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.</p>			
A. Consent - Business/Financial Services		Bill Hall	2 m
<ol style="list-style-type: none"> 1. Check Register - May 2023 2. Approval of 2023-2024 Edmentum Exact Path Diagnostic Program and Integration (Renewal) 3. Approval of 2023-2024 Hatch & Cesario Legal Service Agreement 4. Approval of McDougal Boehmer Foley, Lyon Mitchel & Erickson Legal and Consultant Services Contract 5. Approval of 2023-2024 OneBridge Benefits Flexible Spending Account Plan (FSA) 6. Approval of California Charter School Association (CCSA) Membership through June 30, 2024 			

	Purpose	Presenter	Time
7. Approval of 2023-2024 Document Tracking Services (DTS) Licensing Agreement (Renewal)			
B. Consent - Personnel Services	Vote	Board President	2 m

1. Approval of Classified Personnel Report

Consent items listed under A and B 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

9:48 AM

A. Approval of 2023-2024 Memorandum of Understanding (MOU) between KRA Corporation and Motivated Youth Academy (Renewal)	Vote	Bill Dobson	5 m
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It is recommended the Board approve the 2023-2024 Memorandum of Understanding (MOU) between KRA Corporation and Motivated Youth Academy (#1628).

Fiscal Impact: \$73,080 Annually

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

	Purpose	Presenter	Time
B. Approval of Consulting Agreement - KM Educational Consulting and Executive Coaching Services, LLC (Renewal)	Vote	Bill Dobson	5 m

It is recommended the Board approve the Consulting Agreement with KM Educational Consulting and Executive Coaching Services, LLC for Motivated Youth Academy (#1628).

Fiscal Impact: \$19,200.00

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

C. Approval of Motivated Youth Academy Charter Schools Federal Tax Form 990 Return (Draft) and California Tax Form 199 Return (Draft) - Year Ended June 30, 2022, as prepared by CliftonLarsonAllen (CLA).	Vote	Bill Dobson	5 m
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It is recommended the Board approve the Federal Tax Form 990 Return (draft) and California Tax Form 199 Return (draft)- year ended June 30, 2022, as prepared by CliftonLarsonAllen (CLA) for Motivated Youth Academy Charter School (#1628)

Fiscal Impact: None.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

XII. Personnel Services

10:03 AM

	Purpose	Presenter	Time
A. Approval of Group Term Life Insurance Agreement with Securian Financial	Vote	Bill Dobson	5 m

It is recommended the Board approve the Group Term Life Insurance Agreement with Securian Financial for Motivated Youth Academy (#1628).

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

XIII. Policy Development

10:08 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

3130-MYA Record Retention and Disposal Policy

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

XIV. Public Hearings

10:13 AM

A. Local Control & Accountability Plan (LCAP) 2023-2024	Discuss	Melissa Blitzstein	10 m
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It is recommended the Board enter into a public hearing regarding the LCAP for 2023-2024. During the hearing there will be a presentation on the LCAP for 2023-2024.

	Purpose	Presenter	Time
a. 2023-2024 LCAP Plan Summary			
Hearing Open: _____			
Hearing Closed: _____			
B.	Proposed Budget 2023-2024	Discuss	Roger Castillo
	It is recommended the Board enter into a public hearing regarding the Proposed Budget for the 2023-2024 school year. During the hearing there will be a presentation on the Proposed Budget for the 2023-2024 school year.		
	a. 2023-2024 Preliminary Budget		
	b. 2023-2024 Budget Overview for Parents		
	e. Education Protection Account (EPA) - Expenditure Summary		
	Hearing Open: _____		
	Hearing Closed: _____		

XV. Calendar

The next scheduled regular meeting of the Board of Directors will be held on June 22, 2023.

XVI. Comments 10:33 AM

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

XVII. Closing Items 10:43 AM

A.	Adjourn Meeting	Vote	Board President	3 m
	Roll Call Vote:			
	William Hall			
	Michael Humphrey			
	Steve Fraire			
	Peter Matz			

	Purpose	Presenter	Time
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 May 11, 2023

Section: IV. Approve Minutes
Item: A. Minutes of the Regular Board Meeting that was held on May 11, 2023
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Meeting of the Board of Directors on May 11, 2023

APPROVED



MY Academy

Minutes

Regular Meeting of the Board of Directors

Date and Time

Thursday May 11, 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: 917 1407 0465

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

MISSION STATEMENT

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Directors Present

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

Directors Absent

None

Guests Present

B. Dobson (remote), D. Georgeson, Heidi Sullivan (remote), K. Madden (remote), L. Hath (remote), Melissa Blitzstein (remote), Roger Castillo (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 May 11, 2023 at 9:16 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

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

L. Alvarado 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 March 9, 2023

P. Matz made a motion to approve the minutes from Regular Meeting of the Board of Directors on 03-09-23.

M. Humphrey seconded the motion.

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

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

S. Fraire made a motion to approve the minutes from Special Meeting of the Board of Directors on 04-06-23.

L. Alvarado seconded the motion.

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

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

M. Humphrey made a motion to approve the minutes from Board of Directors Study Session on 04-06-23.

P. Matz seconded the motion.

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

V. Adjourn to Closed Session

A. Closed Session

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

M. Humphrey seconded the motion.

Board of Directors adjourned to Close Session at 9:19 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.

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION -

Pursuant to Government Code 54957

a. Performance Evaluation, Interim Director

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

VI. Reconvene Regular Meeting

A. Report out any action taken in closed session.

The meeting reconvened at 9:50 a.m.

William Hall, President reported out there was no action taken during the closed session.

During the closed session, the Board voted unanimously to accept the positive evaluation of Bill Dobson. He will continue his work as the Interim Director of MYA, and become the Executive Director once he completes his credential work. Thank you.

VII. Correspondence/Proposals/Reports

A. School Highlights, Presented by Melissa Blitzstein, Interim Assistant Director

School Highlights were presented by Melissa Blitzstein.

Heidi Sullivan, Teacher of Record presented "Eye Witness to 3 Goals Implemented at MYA"

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

CAASPP was presented by Melissa Blitzstein.

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

March financial update was presented by Roger Castillo.

VIII. Consent

A. Consent - Business/Financial Services

1. Check Register - March 2023
2. Check Register - April 2023
3. Approval of BoardOnTrack Membership Agreement 2023-24 (Renewal)

B. Consent - Personnel Services

1. Approval of Certificated Personnel Report
2. Approval of Classified Personnel Report

C. Consent - Policy Development

Approval of existing board policies revised, reviewed, and eliminated by staff for the 2022-2023 school year.

Board Policies: Revised

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 were approved/adopted by a single motion.

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

S. Fraire seconded the motion.

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

IX. Business/Financial Services

A. Approval of Services Fee Agreement with CFOMW Tax, LLC

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 Regus Premier Offices Agreement 2023-24 (Renewal)

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

S. Fraire seconded the motion.

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

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

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

M. Humphrey seconded the motion.

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

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

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

L. Alvarado seconded the motion.

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

E. Approval of Parsec Education Service Agreement

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

S. Fraire seconded the motion.

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

X. Personnel Services

A. Approval of 2023-24 Strategic Staffing Plan

S. Fraire made a motion to William Hall, President.
P. Matz seconded the motion.
The board **VOTED** unanimously to approve the motion.

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

S. Fraire made a motion to William Hall, President.
P. Matz seconded the motion.
The board **VOTED** unanimously to approve the motion.

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

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

D. Approval of 2023-24 Classified Work Year Calendars

S. Fraire made a motion to William Hall, President.
P. Matz seconded the motion.
The board **VOTED** unanimously to approve the motion.

E. Approval of 2023-24 Certificated Work Year Calendars

P. Matz made a motion to William Hall, President.
L. Alvarado seconded the motion.
The board **VOTED** unanimously to approve the motion.

XI. Policy Development

A. Approval of New Board Policies

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

S. Fraire made a motion to William Hall, President.
L. Alvarado seconded the motion.
The board **VOTED** unanimously to approve the motion.

XII. Comments

A. Board Comments

The Board said they enjoyed the student report and appreciated hearing about the accomplishments for student learning. They congratulated MYA on a great year, and said the 95% testing rate is outstanding! They are looking forward to the graduation ceremony coming up, and thanked Heidi Sullivan, Melissa Blitzstein, and Roger Castillo for their presentations. "Job well done, and said they know it will continue." Thank you.

B. Interim Director and CEO Comments

Bill Dobson, Interim Director thanked the Board for the kind words to all of the MYA staff, saying they do great work. We hear testimonials from teachers everyday about student successes and this is why we do what we do.

He said he looks forward to seeing the Board Members, hopefully on May 31st at the end-of-the-year staff appreciation luncheon. Staff is looking forward to meeting with them in a non Zoom environment, and want to share with them their appreciation and support for the work they do for MYA. He looks forward to seeing everyone at Graduation.
Thank you.

XIII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:00 AM.

Respectfully Submitted,
W. Hall

Documents used during the meeting

- School Highlights 2023.5.11.pdf
- MYA 2022-2023 Assessment and Accountability Update - 2023.05.11.pdf
- 23.03-MYA - Board Packet - 2023-05-11.pdf
- Check Register (March) 2023.5.11.pdf
- Check Register (April) 2023.5.11.pdf
- BoardOnTrack Renewal 2023-2024.pdf

- 2022 MYA 1020 School Sponsored Field Trips and Cultural Excursions Policy.pdf
- CFOMW Tax, LLC_Fee_Agreement_and_Engagement_re_IRS_Employee_Retention_Tax_Credit_-_Unsigned.pdf
- Regus Premier Offices Renewal Agreement MYA.pdf
- KEYN_ IT Support Contract 23-24.pdf
- Motivated Youth Academy HR Consulting Proposal 2023-2024.pdf
- Parsec_Education_Service Agreement 2023.5.11.pdf
- Strategic Staffing Plan Presentation 2023.5.11.pdf
- XII.A BUS MYA 2023-2024 Strategic Staffing Plan.pdf
- My Academy Service Letter - NFP.pdf
- VEBA_2023 03 21_CS VEBA Proposal_Motivated Youth Academy.pdf
- 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
- 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
- 3150 Reserves Fiscal Policy.pdf
- 6040 Local Assessments Policy.pdf

FOR MORE INFORMATION

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

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 - 2023.06.15.pdf

MY Academy

School Highlights - Information through May 31, 2023

2023-2024 Enrollment

2023-2024 Enrollment (as of 05/31/2023)

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

- 10 Enrolled
 - 1 - Imperial County
 - 0 - Orange County
 - 3 - Riverside County
 - 6 - San Diego County

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

- 112 Enrolled
 - 4 - Imperial County
 - 9 - Orange County
 - 30 - Riverside County
 - 69 - San Diego County

Important Dates

July 3, 2023

1st Instructional Day of Track E

August 21 - 25, 2023

Back to School Week

August 28, 2023

1st Instructional Day for Track F

Organization

MY Academy staff participated in the following:

Hosted by Charter Schools Development Center

- 2023-24 State Budget Webinar Series: May Revise and Spring Update Webinar

Curriculum

MY Academy staff participated in the following:

Hosted by San Diego County Office of Education (SDCOE)

- CCI Metrics - My Academy and SDCOE

Learning and Teaching

MY Academy staff participated in the following:

Hosted by San Diego County Office of Education (SDCOE)

- San Diego County Charter Instructional Leader Meeting
- Suicide Risk Screening in Schools

Assessments and Accountability

MY Academy staff participated in the following:

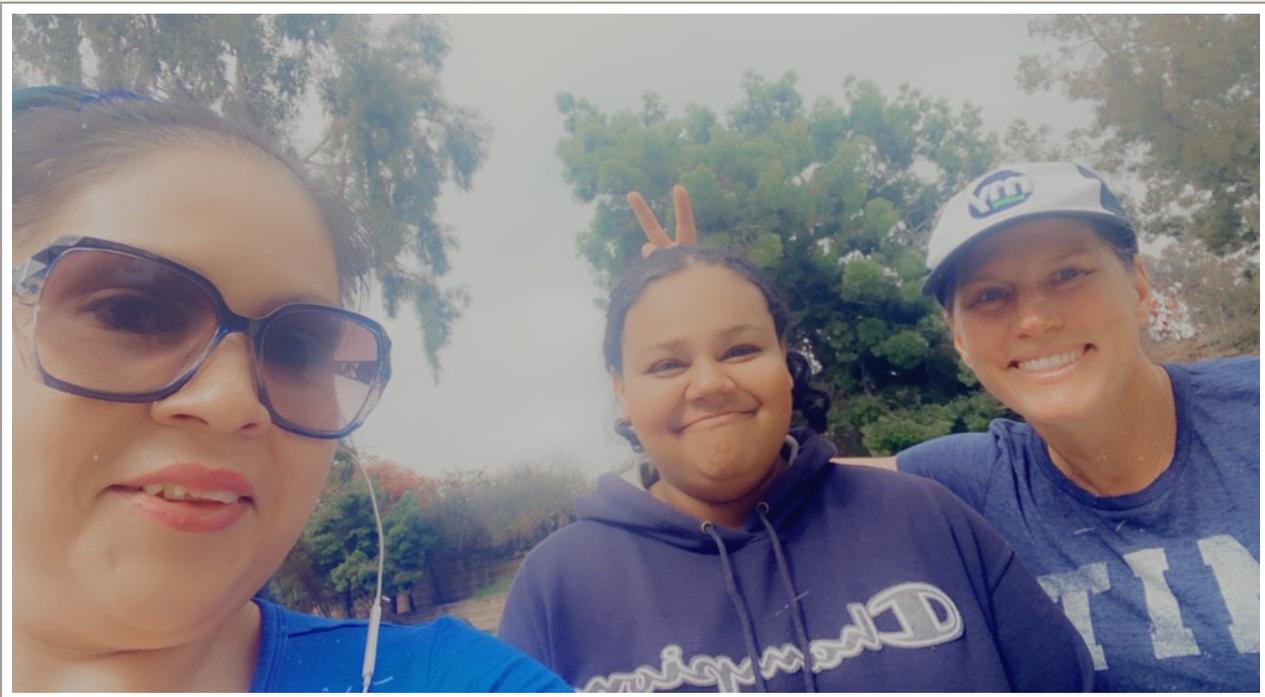
COPES Monthly Charter Meeting

Joint Homeless & AB 490 Foster Care District Liaison Meeting

Putting it All Together Promoting Equitable Outcomes for All Students

Shared by Teacher, Ms. Larsen:

Liliana participated in her 9th grade Physical Fitness Testing (PFT) in May with her TOR (Larsen) and mom. Together we ran/walked a mile, performed curl-up crunches, pushups, trunk lift, and checked our flexibility with the sit and reach and shoulder stretch. We finished with high fives and a sports drink.



School Culture

MY Academy staff participated in the following:

Hosted by MY Academy

- 2 informational graduation webinars
- Book Club

Hosted by San Diego County Office of Education

- College and Career Indicator Development

Shared by Teacher, Ms. Laff:

Each year, the communities of Hemet/San Jacinto join together to present a production of the Ramona Outdoor Play, formally Ramona Pageant. The play can be considered a "Romeo and Juliet" that is set in the Wild Wild West", since it resembles the story of two star-crossed lovers challenging their rivaling families in order to be together, despite the ongoing situation of white settlers taking over the native land. Ramona is an orphaned half-Native American and half-Scottish, who was adopted by Senora Moreno, a Mexican-American woman.

Unfortunately, Ramona was neglected by her adopter, since she was of mixed race. When Ramona meets Alessandro, she falls in love with him. Alessandro is the son of Pablo Assis, the chief of the Temecula Indian tribe. When Senora Moreno finds out about Ramona and Alessandro, she is infuriated because she does not approve the marriage between a half-Native American and a full-Native American. When Ramona finds out that Senora Moreno never actually treated her with love and respect as a child, she runs away with Alessandro. During their elopement, they are constantly going through hardships such as having their properties stolen by immigrants and being pushed further into isolation. Soon, they conceive a child. However, Alessandro borrows a horse (without permission) when their child falls ill and is shot and killed while trying to return the horse. After Alessandro's death, Ramona returns to Senora Moreno's home and marries her son. They both have multiple children, along with Ramona's and Alessandro's first child.

Several MYA students who receive support at the Campo Education Center attended the Ramona Bowl Pageant in April. Ms. Laff connected this story with the Mexican and United States encroachment on Native lands to the students' learning.

They had a fantastic time all around! They enjoyed eating lunch at Papa Feta restaurant in Temecula, which is owned by a MY Academy graduate. Connecting the play with their history and culture was inspirational to the students.





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500 La Terraza Boulevard, #15...

info@myacademy.org

619-344-0967

myacademy.org

Coversheet

Consent - Business/Financial Services

Section: X. Consent
Item: A. Consent - Business/Financial Services

Purpose:

Submitted by:

Related Material:

BUS Consent MYA_6.15.23 .docx.pdf

May 2023 Check Register.pdf

Renewal 2023-2024 Edmentum Exact Path Diagnostic Program and Integration.pdf

Agreement for Legal Services between Motivated Youth Academy and Hatch and Cesario for School Year 2023-2024..pdf

McDougal Boehmer Foley, Lyon Mitchel & Erickson 2023-24 Contract of Services .pdf

OneBridge_FSA_proposal_for_Motivated_Youth_Academy.pdf

California_Charter_School_Association__CCSA__Membership_through_June_30__2024.pdf

Approval of 2023-2024 Licensing Agreement with Document Tracking Services.pdf

MOTIVATED YOUTH ACADEMY

Date: June 15, 2023

X	Consent Agenda
	Correspondence/Proposals/Reports
	Curriculum
X	Business/Financial Services
	Education/Student Services
	Organizational Structure of the Board
	Personnel Services
	Policy Development
	Public Hearing

Item Requires Board Action: X

Item is for Information Only: _____

1. **Item:** Check Register – May 2023
2. **Item:** Approval of 2023-2024 Edmentum Exact Path Diagnostic Program and Integration (Renewal)

Background: Motivated Youth Academy has used Edmentum’s Exact Path diagnostic tool since 2018. The State Board of Education added Exact Path to the Updated List of Valid and Reliable Assessments Required by California *Education Code* Section 47607.2. at their meeting on May 18, 2023. MYA will use this tool to develop local indicators

Exact Path combines adaptive diagnostic assessments with individualized learning paths for K–12 grade students in math, reading, and language arts. This program puts individual student growth first—giving each student the tools to take control over their own academic journey while providing MY Academy staff with ongoing data to facilitate targeted support.

Recommendation: It is recommended the Board approve the renewal of 2023-2024 Edmentum Exact Path Diagnostic Program and Integration

Fiscal Impact: \$1,920.00

3. **Item:** Approval of 2023-2024 Hatch & Cesario Legal Service Agreement

Background: Attorney agrees to provide Client with consulting, representational and legal services pertaining to special education and general student matters, including representation in administrative and judicial proceedings, as requested by Client, or as required by law. A separate agreement may be required for legal proceedings in state or federal court. The attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client’s inquiries regarding those matters. Client understands that an Attorney cannot guarantee any particular results, including the costs

and expenses of representation.

Recommendation: It is recommended the Board approve the 2023-2024 Hatch & Cesario Legal Service Agreement

Fiscal Impact: N/A

4. **Item:** Approval of McDougal Boehmer Foley, Lyon Mitchel & Erickson Legal and Consultant Services Contract

Background: McDougal Boehmer Foley Lyon Mitchel & Erickson Law Firm provides Legal and Consulting Services to Motivated Youth Academy (MYA). Attorneys will provide legal and consultant services in connection with the operation of MYA. Attorneys will provide those legal and consultant services reasonably required to represent MYA. If at any point a charge or complaint is filed, Attorneys' services will include handling the case through hearing or trial and all appeals and execution on any judgment obtained. This is a written fee contract.

Recommendation: It is recommended the Board approve the McDougal Boehmer Foley Lyon Mitchel & Erickson Legal and Consultant Services Contract

Fiscal Impact: N/A

5. **Item:** Approval of 2023-2024 OneBridge Benefits Flexible Spending Account Plan (FSA)

Background: The Flexible Spending Account is a Voluntary Benefit Motivated Youth Academy offers to employees. The OneBridge Benefits Flexible Spending Account Plan (FSA) is a special account MYA employees can choose to put money into that can be used to pay for certain out-of-pocket health care costs. The employee does not pay taxes on this money. The fiscal impact will be based on the number of employees who select this voluntary benefit.

Recommendation: It is recommended the Board approve the 2023-2024 OneBridge Benefits Flexible Spending Account Plan (FSA)

Fiscal Impact: Not to exceed \$1,300.00

6. **Item:** Approval of California Charter School Association (CCSA) Membership through June 30, 2024

Background: The California Charter Schools Association offers yearly membership to charter schools. As a charter school member, we would have access to the full benefits of a regionalized and statewide advocacy network, legal support, community provider selection support, training and professional development.

Recommendation: It is recommended the Board approve the California Charter School Association (CCSA) Membership through June 30, 2024.

Fiscal Impact: \$2,910.00

7. **Item:** Approval of 2023-2024 Licensing Agreement with Document Tracking Services (DTS)

Background: Motivated Youth Academy is required to submit reports to multiple federal, state, and county agencies in addition to the school's authorizing district. DTS streamlines the way template-based documents are updated, published and shared. DTS is used for a variety of school, district and county reports for Accountability, Safety, Special Education and Business departments. DTS has been approved for use by the CDE and SDCOE.

Recommendation: It is recommended the Board approve the 2023-2024 Licensing Agreement with Document Tracking Services (DTS)

Fiscal Impact: \$250.00

Motivated Youth Academy

Check Register

For the Month Ending April 30, 2023

Check Number	Vendor Name	Transaction Description	Check Date	Amount
20342	Amazon Capital Services	Office Supplies	5/4/23	109.77
20343	Berkshire Hathaway Homestate Companies	Workers Comp - 03/23	5/4/23	2,179.49
20344	C and L Hath Consulting, LLC	Marketing Materials	5/4/23	2,313.18
20345	California Pacific Charter Schools	Consulting Svcs - 03/23	5/4/23	1,075.85
20346	Charter Impact	Business Mgmt Svcs - 05/23	5/4/23	5,319.25
	Charter Impact	Payroll Processing Fee - 04/23	5/4/23	5,319.25
20347	Charter Schools Development Center	2023 Leadership Intensive Tuition - 06/26/23 - 06/30/23	5/4/23	4,950.00
20348	Keyn Group, LLC	IT Svcs	5/4/23	3,383.98
	Keyn Group, LLC	IT Svcs & Software & Postage	5/4/23	3,383.98
20349	YMCA of San Diego County	Joiner's and Membership Fee - Candido, Brisa	5/4/23	246.00
20350	YMCA of San Diego County	Joiner's and Membership Fee - Jimenez, C	5/4/23	192.00
20351	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 04/25/23	5/5/23	1,733.14
20352	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 04/25/23	5/5/23	27.00
20353	Procopio, Cory, Hargreaves & Savitch LLP	Legal Svcs through 03/31/23	5/11/23	3,240.07
20354	Alpha Vision, Inc.	IT Svcs - 04/23	5/17/23	295.00
	Alpha Vision, Inc.	IT Svcs - 05/23	5/17/23	295.00
20355	Amazon Capital Services	Office Supplies	5/17/23	33.16
20356	Berkshire Hathaway Homestate Companies	Workers Comp - 04/23	5/17/23	2,353.80
20357	CaliforniaChoice Benefit Administrators	Health Ins. - 06/23	5/17/23	16,315.20
20358	CCEMC	2023 Conference Registration Fee - Blitzstein, M	5/17/23	600.00
20359	Charter Impact	Student Data Svcs - 04/23	5/17/23	422.50
20360	ChoiceBuilder	Health Insurance - 06/23	5/17/23	1,369.52
20361	Clifton Larson Allen LLP	Legal Svcs	5/17/23	1,050.00
20362	Corodata Records Management, Inc.	Record Storage - 04/01/23 - 04/30/23	5/17/23	60.52
20363	KM Educational Consulting and Executive Coaching Services	Consulting Svcs - 04/23	5/17/23	1,837.50
20364	KRA Corporation	Consulting Svcs - Career Coaching - 04/01/23 - 04/30/23	5/17/23	5,611.18
20365	Larry Albert Alvarado	Stipend - 05/23	5/17/23	600.00
20366	Law Office of Young, Minney & Corr. LLP	Legal Svcs - 04/10/23 - 04/11/23	5/17/23	335.00
20367	Liminex, Inc.	GoGuardian License (500) - 05/01/23 - 04/30/25	5/17/23	2,625.00
20368	Propio LS, LLC	SpEd Svcs	5/17/23	27.59
20369	R&B Communications	IT Svcs - 04/23	5/17/23	491.00
20370	Specialized Therapy Services, Inc.	SpEd Svcs - 03/23	5/17/23	2,256.25
20371	TSW Therapy, Inc.	SpEd Svcs - 04/03/23 - 04/28/23	5/17/23	1,959.38
20372	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 05/10/2023	5/19/23	763.65
20373	Amazon Capital Services	Office Supplies	5/23/23	8.17
20374	California Pacific Charter Schools	Consulting Svcs - 04/23	5/23/23	1,078.98
20375	USA Custom Pad Corp	Shipping Charge	5/23/23	53.26
20376	Verizon Wireless	Communication Svcs - 04/06/23 - 05/05/23	5/23/23	206.00
20377	Campo Cafe	Meals - 03/23	5/24/23	462.00
20378	Procopio, Cory, Hargreaves & Savitch LLP	Legal Svcs through 05/17/23	5/24/23	28,440.42
	Procopio, Cory, Hargreaves & Savitch LLP	Legal Svcs through 08/31/22	5/24/23	28,440.42
MYA230517-01	Michael P. Humphrey	Stipend - 05/23	5/17/23	600.00
MYA230517-02	Michael P. Humphrey	Stipend - 05/23 - Additional	5/17/23	450.00
MYA230517-03	Peter Matz	Stipend - 05/23	5/17/23	600.00
MYA230517-04	Steve Fraire	Stipend - 05/23	5/17/23	600.00
MYA230517-05	William W. Hall	Stipend - 05/23	5/17/23	600.00
MYA230517-06	William W. Hall	Stipend - 05/23 - Additional	5/17/23	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 May \$ 137,013.46



Date: 05/25/2023
 Order Number: Q-539281
 Revision: 1
 Order Form Expiration Date: 07/23/2023

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 441609
 Customer Name: MY Academy
 Billing Address: 500 La Terraza Blvd, Suite 150
 Escondido, CA 92025

Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)
Exact Path: Core Diagnostic - Program License	200	07/01/2023	06/30/2024	12
Exact Path: Edmentum Integration	1	07/01/2023	06/30/2024	12

Subtotal: \$1,920.00

Total US Funds: \$1,920.00

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

Taxes

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to orders@edmentum.com or attach the certificate to this order form in the Signature section.

Invoicing and Payment Terms

Payment Due Date	Amount
7/1/2023	USD 1,920.00
Total	USD 1,920.00

Terms and Conditions

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Date:	05/25/2023
Order Number:	Q-539281
Revision:	1
Order Form Expiration Date:	07/23/2023

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to Edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified.

Bill To Contact Information

First Name:

Last Name:

Email Address:

Customer Signature

Name (Printed or Typed)

Title

Date

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com



HATCH & CESARIO

ATTORNEYS-AT-LAW

May 31, 2023

Sent Via Email Only: (*bdobson@myacademy.org*)

Bill Dobson, Executive Director
Motivated Youth Academy
100 E San Marcos Blvd. Ste 350
San Marcos, CA 92069-2989

Re: Legal Services Agreement

Dear Bill:

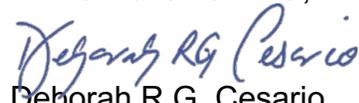
Attached for your consideration is Hatch & Cesario's Agreement for Legal Services for the 2023-2024 fiscal year.

If these agreements meet with your approval, please place your initials and signature on page 3 of both agreements and provide me with a copy of these pages. Also, attached is Hatch & Cesario's W-9 form with our tax identification number for your records.

Thank you for choosing Hatch & Cesario, and we look forward to continuing to support Motivated Youth Academy.

Appreciatively,

HATCH & CESARIO, Attorneys-at-Law



Deborah R.G. Cesario

Enclosures: 2023-2024 Agreement for Legal Services
W-9

10531 4S Commons Drive, Suite 583
San Diego, CA 92127
debbie@hatchcesariolaw-sd.com
(858) 943-4200 Office & Fax
www.hatchcesariolaw.com

HATCH & CESARIO

ATTORNEYS-AT-LAW

AGREEMENT FOR LEGAL SERVICES

July 1, 2023 – June 30, 2024

This Agreement is by and between Motivated Youth Academy (“Client”) and Hatch & Cesario, Attorneys-at-Law (“Attorney”).

Attorney’s Services

Attorney agrees to provide Client with consulting, representational and legal services pertaining to special education and general student matters, including representation in administrative and judicial proceedings, as requested by Client, or as required by law. A separate agreement may be required for legal proceedings in state or federal court.

Attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Hourly Rates

Client agrees to pay Attorney for services rendered based upon the following rate schedule:

Partners	\$350.00
Of-Counsel	\$350.00
Senior Associate	\$320.00
Associate	\$305.00
Education Consultant	\$210.00
Senior/Certified Paralegal	\$215.00
Paralegal	\$205.00

Attorney shall bill Client for legal services in one-tenth (.10) increments.

Costs, Expenses and Other Requirements Applicable to Client

Client agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Client, including the following:

In-office Photocopying	\$0.25 per page
Outside Photocopying	Actual usage
Facsimile/Scanning	None

Postage
Mileage

Actual usage
IRS mileage rate

Costs, such as electronic legal research services, messenger, meals, and lodging shall be charged on an actual and necessary basis.

Payment for Services

Attorney shall send Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate, and description of services provided. Payment by Client against monthly billings is due upon receipt of statements and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires Attorney to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that Attorney does maintain such insurance coverage.

Legal Fees and Costs Covered by JPA or Insurance Policy

When the Client is named as a party in an administrative or court proceeding, the Client may have coverage under a joint powers authority ("JPA") memorandum of understanding or liability insurance policy for legal fees and related costs. We recommend that any new filings against Client be tendered to a representative of the JPA or your insurer as soon as you are served.

If you have coverage and wish to work with Attorney, it will agree to represent you at the rates set forth by this Agreement unless the Attorney and Client agree otherwise. Attorney will also agree to follow all litigation guidelines in effect and will not charge for expenses not otherwise authorized.

At times, a JPA or insurer may decline to pay for legal fees or expenses that are otherwise covered and acceptable under the applicable guidelines. Attorney will follow all established appeal procedures to negotiate any declined items with the JPA or insurer.

If, after the appeals process, the JPA or insurer continues to deny payment without a good faith basis, Attorney will require that Client pay those fees directly. Any fees chargeable to the Client will continue to be at the rates set forth by this Agreement unless the Attorney and Client agree otherwise.

Discharge of Services

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further legal services hereunder after receipt of such notice. Attorney may withdraw its services with Client's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others, as Client shall direct.

Mediation

If a dispute arises out of or relating to any aspect of this Agreement between Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Client and Attorney agree to first try in good faith to settle the dispute in private by the use of mediation before initiating any arbitration, litigation, or any other dispute resolution procedure. The cost of such mediation shall be borne equally by the parties, unless otherwise stipulated in a settlement agreement between the parties. Either party may initiate mediation through service of a written demand in-person or by mail or, if agreed to by the parties in advance, by e-mail to the opposing party. The mediation session will occur at a time mutually agreed upon by the parties in consultation with a mutually selected mediator, though no later than 60 days after the date of service of the initial notice, unless otherwise agreed by the parties and mediator.

By initialing below, Client and Attorney confirm that they have read and understand the paragraph above, and voluntarily agree to mediation. By this Agreement, Attorney has advised Client of the right to have an independent lawyer of Client's choice to review this mediation provision, and this entire agreement, prior to initialing this provision or signing this Agreement.

_____ (Client Initial Here) JRC (Attorney Initial Here)

Term of Agreement

The term of this Agreement is effective July 1, 2023 through June 30, 2024, and may be modified in writing by mutual agreement of Client and Attorney. This Agreement shall be terminable by either Attorney or Client upon thirty (30) days written notice.

Motivated Youth Academy

Hatch & Cesario - Attorneys-at-Law

Bill Dobson
Executive Director

Deborah R.G. Cesario
Deborah R.G. Cesario, Partner

Date

May 31, 2023

Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Law Offices of Deborah R.G. Cesario

2 Business name/disregarded entity name, if different from above
Doing business as Hatch & Cesario, Attorneys-at-Law

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
10531 4S Commons Drive, Suite 583

6 City, state, and ZIP code
San Diego, CA 92127

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-						
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or

Employer identification number

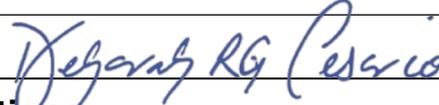
4	7	-	2	9	0	8	1	8	5
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** ▶ **May 30, 2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONTRACT FOR LEGAL AND CONSULTANT SERVICES

THIS WRITTEN FEE CONTRACT (“Contract”) is entered into by and between MOTIVATED YOUTH ACADEMY, a California non-profit public benefit corporation (“MYA” or “Client”), and McDougal Boehmer Foley Lyon Mitchell & Erickson (“Attorneys and/or Consultants”) as authorized by the Education Code, Government Code, and Public Contracts Code.

1. **Scope of Agreement:** Client hires Attorneys to provide legal and consultant services in connection with the operation of the MYA. Attorneys will provide those legal and consultant services reasonably required to represent Client. If at any point a charge or complaint is filed, Attorneys’ services will include handling the case through hearing or trial and all appeals and execution on any judgment obtained. This Agreement shall commence on January 1, 2023, and shall continue in effect until terminated, modified or amended. This Agreement may be modified or amended by the parties in writing. This Agreement may be terminated by the Client at any time with written notice to Attorneys.

2. **Fee Arrangement:** Client agrees to pay to Attorney the sum of \$200.00 per hour of Attorney time for all matters relating to legal services. Client further agrees to pay \$115.00 per hour for Law Clerk/Paralegal time to the extent time is expended in the performance of the above-described services, plus reasonable costs and expenses as described herein. All sums due under this Agreement shall be paid by the Client monthly in arrears upon receipt of a statement for fees and costs incurred on a monthly basis. There is no retainer or minimum commitment.

The parties expressly agree that Attorneys may increase the billable rates set forth above upon providing notice to Client at least thirty days in advance. Said increase may occur no more than once per year.

3. **Billing Practices:** Attorneys bill in minimum units of 0.1 hours (6 minutes) for any task. Telephone calls with Client’s administrators and board members lasting less than 15 minutes shall appear on the billing statement but not be charged to Client.

4. **Costs and Other Charges in General:** Attorneys may incur various costs and expenses in performing legal services under this contract. Client agrees to pay for these actual costs and expenses, without markup, in addition to the hourly charges for services rendered. The costs and expenses commonly include sheriffs’, marshals’ and process servers’ fees, filing fees and other charges assessed by courts and other public agencies, court reporters’ fees, jury fees, witness fees, travel expenses (e.g., air fare, lodging and car rental), messenger and other delivery fees, postage, charges for computer research and outside assisted legal research, investigation expenses, consultants’ fees, expert witness fees, mileage and parking, photocopying and other reproduction, and other similar items.

5. **Billing Statements:** Attorneys will send Client an invoice and a statement for fees and costs incurred on a monthly basis. Costs and expenses shall be identified separately from hourly fees on Attorneys’ statement. For Attorneys’ fees, the statements shall clearly state the matter, a description of the work done, the amount, and the time spent and the hourly rate, (or other method of determination).

Attorneys shall also present Client with a monthly invoice for costs, expenses, and hourly fees for services rendered. Client only provides payment upon presentation of an invoice (i.e., not upon receipt of a statement only). Invoices shall be paid by Client net 45 days. Attorneys shall also provide Client with an invoice and/or statement within ten (10) days of Client’s request.

6. **Duties of Attorneys/Consultant and Client:** Attorneys shall provide those legal and consulting services reasonably required to represent Client in matters described in paragraph 1 of this contract. Attorneys shall also take reasonable steps to keep Client informed and to respond to Client’s inquiries. Client shall cooperate with Attorneys, keep them informed of developments, perform the obligations as agreed to under this agreement, and pay Attorneys’ bills in a timely manner.

7. **Discharge and Withdrawal:** Client may discharge Attorneys at any time by written notice. Attorneys may withdraw only for cause. Among the facts constituting cause of Client’s breach of this contract include Client’s refusal to cooperate with Attorneys or to follow its advice in a material matter, or

any fact or circumstance that would render Attorneys' continuing representation of Client unlawful or unethical.

Attorneys and Client agree to sign any documents reasonably necessary to effect or complete Attorneys' discharge or withdrawal.

8. **Termination and Conclusion:** Upon the termination or conclusion of services, all unpaid charges for services rendered and costs incurred or advanced through the termination or conclusion date shall become immediately due and payable.

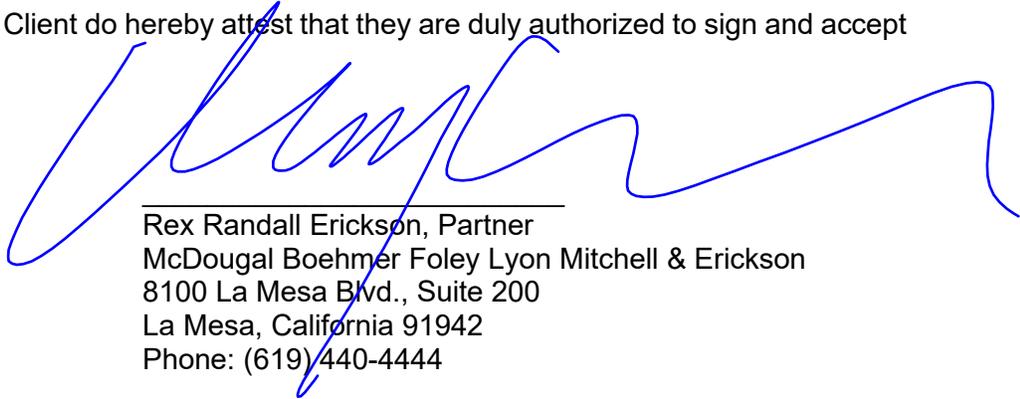
9. **Insurance:** Attorney maintains errors and omissions insurance coverage applicable to services to be rendered.

10. **Disclaimer of Guarantee:** Attorneys make no promises or guarantees to Client about the outcome of matters in which they represent Client, and nothing in this contract shall be construed as such a promise or guarantee.

11. **Written Contract Required by Law:** This document constitutes the written fee agreement between Attorneys and Client required by California Business and Professions Code Section 6148. Client shall be presumed to be in agreement with all the provisions set forth in this document when Client duly signs it.

In witness whereof Attorneys and Client do hereby attest that they are duly authorized to sign and accept the terms of this Contract.

Dated: 5/30/2023



Rex Randall Erickson, Partner
McDougal Boehmer Foley Lyon Mitchell & Erickson
8100 La Mesa Blvd., Suite 200
La Mesa, California 91942
Phone: (619) 440-4444

As the duly authorized representative of the Motivated Youth Academy, a California non-profit public benefit corporation ("MYA" or "Client"), I accept the terms of this contract.

Dated: _____

Kurt Madden, CEO
Motivated Youth Academy
500 La Terraza Blvd., #150
Escondido, California 92025

Its: _____



Services Proposal for the
**Motivated
Youth Academy**

For the Administration of Flexible Spending
Account Plans

Katie Reger, Director, HRA Account Management

KReger@onebridgebenefits.com

OneBridge Benefits Inc.

May 5, 2023





Platform Overview

OneBridge FSA

Our administration platform brings employers and participants the uniquely tailored OneBridge® solution. This is a single platform that seamlessly integrates the complexities of account-based benefit recordkeeping and administration services to offer a best-in-class experience.

Key Highlights

For Participants

- Intuitively designed responsive online web portal that enables a user to manage all aspects of their account while eliminating the need for paper submissions
- HRAgo® app for iOS and Android devices provides a full feature set for both HRA and FSA participants to manage their accounts
- Integrated debit card offering with point-of-sale auto-substantiation and immediate notification to participants if additional substantiation is required

For Employers

- Modern web portal that provides for online (census) enrollment, participant management, real time cash tracking, and more
- Real-time reporting along with a commitment to develop customized reporting as requested
- Automated enrollment file processing

Enabling Unparalleled Service

- Participant and employer dashboards that provide a “one-stop shop” for our customer service representatives and lead to high first call resolution
- Seamless processing with paperless workflow and customized working queues, allowing for a market leading turnaround of claims processing
- Real-time verification and standardization of participant addresses including updates from the national change of address registry to increase deliverability of communication

The Underlying Platform That Powers It All

- A complete administration platform with a comprehensive business rules engine allowing for the customization of plan requirements and client preferences
- Customizable benefit design to easily accommodate plan setup along with prospective plan design changes
- Flexible fulfillment engine that allows for tailored e-mail and print communications to employers and participants
- Hosted on Microsoft’s Azure cloud platform for ease of scalability, market leading data security, and the ability of administration users to access the OneBridge platform from anywhere in the U.S.

The Best Keeps Getting Better

Technology evolves and expectations change. That is why you should utilize the OneBridge® platform that is supported by a dedicated software development team based in Buffalo, NY. This team of highly skilled architects, system analysts, and developers continues to enhance the existing platform to offer new features and functionality based upon market trends and customer feedback.



Smart Benefits Card

- Account holders can conveniently use their card to pay for eligible expenses.
- Single "stacked" card available for all accounts: FSA, DCAP, HRA, etc.

Easy Claims

99%

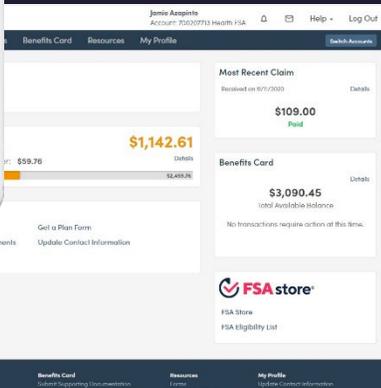
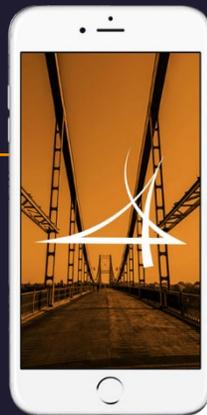
Claims processed in 3-business days

99%

Financial accuracy

Handy Mobile App

- Quickly check account balances
- Easily file a claim and upload supporting documentation
- Manage account settings and preferences
- Receive real-time updates and notifications
- Access all accounts (FSA & HRA) under one login



Single Portal Experience

- Easy to use participant and employer portals
- Fully integrated solution provides single sign on access to all linked accounts for both participants and employers
- Real-time access to all account, plan, and transactional details

Dedicated Customer Care

- 99% First-call resolution
- 90% Calls answered within 30 seconds
- 100% Emails answered within 24 hour

Account & Plan Management

- Dedicated Account Management Support
- Access to real-time data & reporting
- Customized communication materials & fulfillment
- Comprehensive compliance services





Engage and Empower Your Participants



Our account-based benefits platform and suite of services is designed to engage your participants in their benefit and empower them with ongoing support, customer service, and technology, so that they can take full advantage of their account-based benefits.



Outstanding Customer Service

There is a highly-trained team, dedicated solely to servicing account-based plans, prepared to educate and assist your participants at every turn.



Digital Claims Substantiation

Status of claims can be tracked through the Participant Portal, and if additional documents are required, participants are notified and can digitally upload required documents.



Debit Card Offering

Your participants will use their OneBridge Visa® Benefits Card to pay for health-related expenses, which automatically withdraws from the most appropriate account – Health FSA, or DCAP.



Online & Mobile App Access

Available on desktop or mobile devices, employees can access and manage their account from anywhere.

THE ONEBRIDGE VISA® BENEFITS CARD IS ISSUED BY THE BANCORP BANK, N.A. PURSUANT TO A LICENSE FROM VISA U.S.A. INC. THE BANCORP BANK, N.A.; MEMBER FDIC. CARD CAN BE USED FOR QUALIFIED EXPENSES WHEREVER VISA DEBIT CARDS ARE ACCEPTED. SEE CARDHOLDER AGREEMENT FOR DETAILS.

Scope of Services



From the initial consultation and onboarding process to the full-service administration of the Plan for you and your participants, we're here for you. Below is a comprehensive list of the services we will provide you and your participants, in support of your FSA plans.

Plan Design, Adoption, & All Documentation

- We will assist you with any plan design change.
- We will provide, update, maintain, and distribute, in accordance with applicable law, all Plan Documents.
- We will develop, update, and maintain all Plan literature, forms, and educational information.

Eligibility & Enrollment Management

- We will set up and manage your Plan's eligibility and enrollment requirements.
- We will create and manage all benefit accounts and administer election changes at your direction.
- We will process bulk or individual employee plan enrollments.

Plan Funding

- We will work with you to facilitate your preferred method of necessitating your plan funding requirements, including performing ACHs on an on-demand basis to meet claims and debit card spend.
- We will monitor your plan funding reserve requirement and communicate when a replenishment is needed.

Debit Card Services

- We will make a debit card program available for participants to allow them to conveniently pay for eligible expenses directly from their benefit accounts.

Claim Reimbursement

- We will provide claim reimbursements by check or direct deposit as elected by the plan participant.
- We will accept claims electronically via the portal, mobile application, or paper claim form.
- We will process claims, claim denials, and appeals in accordance with applicable law.



Account & Participant Support

- We will provide employer and participant customer service for all aspects of your plans via a toll-free number and a secure messaging portal.

Communication

- We will draft and deliver periodic communications and notices regarding legal and compliance updates, participant rights and responsibilities, and reminders regarding Plan benefits, policies, and procedures.

Web Portals & Mobile App

- We will provide a robust web portal and mobile app for participants to use for accessing and managing their benefit account(s) in real-time.
- We will also provide an employer web portal for you to use for participant enrollment, plan funding, status changes, accessing reports and census information, and more.



Plan Operation & Compliance

- We will operate your plans in compliance with all federal and state laws and regulations applicable to the plans.
- We will coordinate and perform the requisite nondiscrimination testing of your plans.
- We will also recommend and implement operational and compliance practices and procedures for the effective, efficient, and compliant operation of the plans.
- We will provide you with a template for nondiscrimination testing, and will execute the testing on your plan's behalf.

Recordkeeping

- We will provide recordkeeping services for all participants and employers.

Reporting & Audit Support

- We will provide you with any requested information to allow you to evaluate utilization and other aspects of your plan and to support any internal reporting for the plan.
- We will provide a comprehensive end of year reporting package for your plans,
- We will provide reasonable assistance with any regulatory audits applicable to the plans.

THE ONEBRIDGE VISA® BENEFITS CARD IS ISSUED BY THE BANCORP BANK, N.A. PURSUANT TO A LICENSE FROM VISA U.S.A. INC. THE BANCORP BANK, N.A.; MEMBER FDIC. CARD CAN BE USED FOR QUALIFIED EXPENSES WHEREVER VISA DEBIT CARDS ARE ACCEPTED. SEE CARDHOLDER AGREEMENT FOR DETAILS.



OneBridgeBenefits

FSA Administration Service Fees

Pricing for the complete servicing of OneBridge’s FSA Plans

Monthly Fees

<p>FSA Per Participant Per Month (PPPM) Active participants only</p>	<p>Third-party administration (TPA) services including:</p> <ul style="list-style-type: none"> • Account Management • Customer Service • Claims Administration • Portal and Mobile Applications • Debit Card Program <p>Fee is only charged once for participants with both Health and Dependent Care benefits.</p>	<p>\$3.00</p>
<p>Monthly Minimum Fee</p>	<p>Fee is only charged if monthly PPPM total is under \$50.00.</p>	<p>\$50.00</p>

Annual Fees

<p>Annual Plan Fee</p>	<ul style="list-style-type: none"> • Plan Design and Documentation Amendments (as applicable) • Plan Implementation • Plan Renewals • Enrollment & Educational Collateral/ Materials • Nondiscrimination Testing 	<p>\$250.00</p>
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Note: there are no commissions included or being paid as part of this proposal.



Next Step

1

Confirm your desire

to move forward no later than 75–90 days prior to your desired Plan start date.

2

Meet with our team

to discuss plan options, finalize your Plan Design details, and formally adopt the Plan.

3

Sign all required

agreements, including an Administrative Services Agreement, HIPAA Business Associate Agreement, and Plan Adoption Agreement.

4

Conduct open

enrollment and educational sessions for your employees. Don't worry, we'll provide materials for this.

5

Send us or upload

your participant enrollment information.





California
Charter Schools
Association

PO Box 86087 Los Angeles, CA 90086 • www.ccsa.org

Membership Invoice

Attn: Accounts Payable
Motivated Youth Academy
500 La Terraza Blvd, Suite 150
Escondido, CA

Invoice Date		Member ID	
6/6/23		A-10779	
Member Type	Current Expiration Date	Due Date	P.O. No.
Charter School Membership (Full Year)			
Description			
Charter School Membership ID A-10779 Membership through 6/30/2024			
We appreciate your support and participation! Please email membership@ccsa.org with any questions.			
Number of Students		Amount	
194		\$2,910.00	
Amount Paid:		\$0.00	
Total Amount Due:		\$2,910.00	

REMITTANCE STUB
(Please Return)

Initial Billing

CCSA membership through 6/30/2024 at \$15.00 a student

Please make checks payable to the California Charter Schools Association.
Mail payments to:

Member ID: A-10779
Motivated Youth Academy
500 La Terraza Blvd, Suite 150
Escondido, CA

California Charter Schools Association
PO Box 86087 Los Angeles, CA 90086

Questions: You can pay by credit card in the member portal, or if you have questions about your invoice email membership@ccsa.org

Total Amount Due: \$2,910.00

Pay by Wire:

City National Bank
Account #: 401599797
Account Name: California Charter Schools Association
Bank Routing #: 122016066
Swift Code: CINAUS6L
EIN: 51-0465703

Link to [W-9](#)



LICENSING AGREEMENT

This Agreement effective **July 1, 2023**, is made and entered into by **Motivated Youth Academy** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$250**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10606 Camino Ruiz, Suite 8-132
San Diego, CA 92126
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: June 6, 2023

Licensee

By: _____

Date: _____

Motivated Youth Academy



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2023 School Accountability Report Card, English (CDE Template)
2. 2023 Comprehensive School Safety Plan (Custom Template)
3. 2023 Local Control and Accountability Plan (CDE Template)
4. Others to be identified as needed.



June 6, 2023

Motivated Youth Academy
500 La Terraza Blvd Suite 150
Escondido, CA 92025

Re: Document Tracking Services

INVOICE #9202501

Pursuant to the licensing agreement between Motivated Youth Academy and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [7/1/23 to 6/30/24]: \$250
1 Charter School
License Agreement includes up to 5 documents

Template Setup (one-time fee)

2023 School Accountability Report Card - English (CDE Template): \$0
2023 Comprehensive School Safety Plan (Custom Template): \$0
2023 Local Control Accountability Plan (CDE Template): \$0

Data Transfer (one-time fee)

From MS Word into Document Tracking Services: \$0

Total Balance Due: \$250

Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
10606 Camino Ruiz, Suite 8-132
San Diego, CA 92126
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)

Coversheet

Consent - Personnel Services

Section: X. Consent
Item: B. Consent - Personnel Services
Purpose: Vote
Submitted by:
Related Material: MYA BUS Classified Personnel Report 2023.6.15_.docx.pdf

MOTIVATED YOUTH ACADEMY

Date: June 15, 2023

	Correspondence/Proposals/Reports
X	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 Classified Personnel Report

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

EMPLOYMENT

ID #	Name	Position	Fiscal	Effective Date

SEPARATION

ID #	Position	Reason	Effective Date
A13G	White, Jolene		06/06/2023

Coversheet

Approval of 2023-2024 Memorandum of Understanding (MOU) between KRA Corporation and Motivated Youth Academy (Renewal)

Section: XI. Business/Financial Services
Item: A. Approval of 2023-2024 Memorandum of Understanding (MOU)
between KRA Corporation and Motivated Youth Academy (Renewal)
Purpose: Vote
Submitted by: Bill Dobson
Related Material:
2023-2024 Memorandum of Understanding (MOU) between the KRA Corporation and Motivated Youth Academy.pdf

BACKGROUND:

MYA and KRA have completed the third year of partnership in the “Possibility Project,” which connects young adults to WIOA opportunities, enrollment in MYA to obtain a diploma, and access to all of the many services that KRA provides. Year three of the partnership contributed to increased enrollment. MYA would like to renew the MOU and look forward to the continued growth of the Possibility Project.

RECOMMENDATION:

It is recommended that the Board approve the MOU renewal between Motivated Youth Academy (MYA) and KRA Corporation (KRA) as presented.

Fiscal Impact:

Approximately \$73,080 annually. This position was recruited and staffed by a KRA employee and MYA is invoiced for the hours worked. We anticipate that the enrollment growth generated by this MOU will exceed the annual cost of the employee.

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
MOTIVATED YOUTH ACADEMY CHARTER SCHOOL
AND KRA CORPORATION

This Memorandum of Understanding (“MOU”) is made on July 1, 2023 by and between MOTIVATED YOUTH ACADEMY CHARTER SCHOOL (MYA) MOTIVATED YOUTH ACADEMY CHARTER SCHOOL (MYA), 500 La Terraza Blvd. Suite #150 Escondido, CA 92025, and KRA CORPORATION (KRA), a Maryland corporation, 5950 Symphony Woods Road, Suite 211, Columbia, MD 21044. The purpose of this MOU is to describe and formalize the collaborative relationship between MYA and KRA. Subject to approval by their respective Governing Boards, under the following terms and conditions.

BACKGROUND: MOTIVATED YOUTH ACADEMY CHARTER SCHOOL (MYA) is a California public school authorized to deliver instruction in grades K-12, including 18-24 year olds. The school provides WASC accredited 9-12th grade education and skills development to credit-deficient adults to earn their high school diploma as they become empowered and prepare for postsecondary success, viable employment, and lifelong learning. MYA offers a high school diploma to students meeting state and charter school graduation requirements depending on their enrollment qualifications. Students who qualify for WIOA also qualify for a reduced credit requirement per the charter. MYA students enjoy a flexible, self-paced schedule, geared to the adult learner.

BACKGROUND: KRA is a national leader in workforce development services that prepares job seekers for tomorrow’s global economy and supplies employers with a trained and reliable workforce. As it relates to this MOU, KRA is a support to WIOA recipients as San Diego County residents who receive WIOA benefits are eligible for comprehensive workforce development programs provided through the San Diego Workforce Partnership, through the American Job Centers of California (also known as the San Diego Career Centers). KRA operates the Possibility Project and is a collaborative partner with the San Diego Workforce Partnership to provide support and to be the liaison between the career centers and MYA students. WIOA Services supports jobseeker-customers in preparation to enter the workforce, with career planning; intensive wraparound case management; and job development, including structured job searches, job-specific employment/interview preparation, and follow-up services. KRA is positioned to support the MYA students to have access to all services described above, including access to funds for occupational-skills training and supportive services.

1. TERM: The term of this Agreement shall be for 12 months beginning July 1, 2023 unless terminated sooner in accordance with the terms of this Agreement (the "Term"). This Agreement will be effective from July 1, 2023 through June 30, 2024.

2. RENEWAL. Renewal to this MOU will be negotiated between all parties unless written notice of intent to terminate or renegotiate is given by either party prior to May 15 in that year, preceding. In no event shall any renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by its authorizer pursuant to Education Code section 47607.

3. GOALS AND OBJECTIVES: MYA is contracting with KRA. The Parties to this Agreement shall abide by the terms of this Agreement to achieve the following goals and objectives:

MYA's adult students will attend an orientation to see what services they qualify for at the San Diego Career Centers. Upon enrollment in the San Diego Career Center network, MYA students will receive a WIOA number and eligible services. The students will obtain employment readiness skills and certifications from workshops attended.

Young adults ages 18-24 who enroll with the San Diego Career Centers, who do not have a high school diploma will be referred to MYA for enrollment.

4. OBLIGATIONS OF THE PARTIES:

MYA will provide the following: MYA will provide all its students in the service area with information about the San Diego Career Centers and the Possibility Project. MYA will enroll WIOA eligible San Diego Career Center adult students to help the students achieve their high school diploma. It will be MYA's responsibility to keep in close contact with the Young Adult Coach/Career Agent from KRA. The student and MYA will also provide any necessary documents needed for enrollment and success in the San Diego Career Centers and Possibility Project. MYA will provide a laptop and Wi-Fi device to all enrolled students.

MYA will provide data and enrollment processing of all student academic records upon entry into and exit out-of-school. MYA will review and sign appropriate documents, as authorized. MYA will keep an accurate record of student attendance, courses and credits granted to students enrolled, fulfill student record and transcript requests, and provide student information and reports to those who require it. MYA will forward correspondence that reports truancy, according to established policies and procedures. MYA will make available a minimum 15 class hours per week and 5 hours required home assignments, totaling 20 program hours per week.

MYA will reimburse KRA for the hourly cost of a Young Adult Coach/ Career Agent at \$35.00 rate per hour for the term of the MOU. On a monthly basis, KRA shall provide MYA sufficient documentation evidencing the actual hours logged prior to reimbursement.

KRA will provide the following: KRA and the Possibility Project will provide information and/or an orientation to all students to explain the programs. KRA will refer adult students who do not have their high school diploma to MYA for enrollment. KRA will help the students fill out any paperwork to assess if they qualify for MYA high school diploma. The Possibility Project will share any paperwork and class work completed by the students with MYA, and will also provide services for all qualified students who are designated suitable and elect to enroll in the San Diego Career Centers. The Young Adult Coach/Career Agent will also keep in close contact with the students and teachers from MYA.

KRA will provide wrap around Case Management services: The Young Adult Coach/Career Agent assists students who are in need based on challenges and barriers that they face such as physical and/or mental health, any form of abuse or addiction, problems related to family instability, financial literacy and poverty issues, etc. Ultimately, the Young Adult Coach/Career Agent works with the participants and serves as a mediator so as to ensure that they complete their training/education and receive all possible services needed for their well-being and self-sufficiency.

KRA will support student attendance by providing a transportation stipend, as available, contingent on each student's participation. KRA will provide transportation stipends to customers who meet their minimum hourly requirements. KRA will not provide "initial" or "interim" transportation assistance. Transportation stipend will be provided once Primary Case Manager (KRA) has received Vocational Training Enrollment form and weekly time and attendance form signed by the customer, Case Manager (KRA), and school representative.

As a material requirement of this MOU, KRA will provide a mutually agreeable space for the MYA staff to meet with adult students weekly, which shall be located within San Diego County and/or adjacent counties. The establishment of such space does not require a material revision of the MYA charter.

5. ASSURANCES: In providing all services under this MOU, KRA shall abide by all applicable Federal, State, and local statutes, ordinances, rules, regulations, and standards, as well as the applicable standards and requirements imposed upon MYA by Federal and/or State agencies providing funding to MYA for the purchase of supplemental services.

6. LICENSES: KRA, its employees, and agents, shall maintain professional licenses required by local, State, and Federal laws at all times while performing services under this MOU.

7. BACKGROUND CHECKS: KRA and its employees and agents who perform duties on any premises made available to MYA students or who may have contact with MYA students shall be required to complete a California Department of Justice Live Scan criminal background check. In accordance with California Education Code Section 45125.1, MYA requires that all KRA employees or agents meet satisfactory clearance of a Live Scan background check prior to engaging in work services under this MOU. If a KRA employee's background check indicates a pending criminal proceeding or conviction for a violent or serious felony, as defined in Education Code Sections 45122.1 and 45125.1, that employee shall not be permitted to work in a capacity that involves contact with MYA students or on the premises made available to MYA students. KRA and its employees and agents who perform under this MOU will be responsible for compliance with this background check requirement. Failure to comply with this background check requirement will constitute sufficient cause for MYA to terminate this MOU immediately.

8. TUBERCULOSIS EXAMS: KRA employees or other individuals associated with KRA may not work near MYA students without satisfactory completion of a Tuberculosis risk assessment, and, if risk factors are identified, a negative Tuberculosis test in compliance with Education Code section 49406. KRA and its employees/agents who perform under this MOU will be responsible for compliance with this Tuberculosis assessment and testing requirement.

9. CONFIDENTIALITY: Except as required by law, each party shall treat as strictly confidential all information relating to a student, except that information designated "directory information" under FERPA (20 U.S.C. § 1232(g)), received or obtained as a result of entering into or performing this Agreement, unless approved in writing by the student and the other party. Notice of intent to disclose shall be provided to the student and the other party prior to any such disclosure to allow them to take appropriate action.

10. RELATION OF THE PARTIES: This Agreement is by and between two Independent Contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. As Independent Contractors, the Parties will be solely responsible for determining the means and methods for performing the services described herein. All of each party's activities will be at its own risk and each party is hereby given notice of its responsibilities for arrangements to guard against physical, financial, and other risks, including but not limited to maintaining insurance, as appropriate, proof of which shall be disclosed to the other party upon request. Neither MYA nor any of its employees shall be included in the employment service of KRA, have any property rights to any employment relationship at KRA, or any other

rights as an employee of MYA may otherwise have in the event of termination of this Agreement; nor shall any employee of KRA have any such rights or relationship as to MYA as a result of this Agreement.

11. INDEMNIFICATION: To the fullest extent permitted by law, KRA shall indemnify, hold harmless and defend MYA, its directors, officers, and employees, from any and all liability claims, damages, costs and expenses, causes of action, losses and judgements, including attorney's fees, arising out of the performance of or in connection with this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of KRA, its officers, and employees. MYA shall indemnify, hold harmless and defend KRA, its directors, officers, and employees, from any and all liability claims, damages, costs and expenses, causes of action, losses and judgements, including attorney's fees, arising out of the performance of or in connection with this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of MYA, its officers and employees

Neither party shall cover any negligent acts or omissions of the other. In the event of any such claim is made, or suit filed, both Parties shall give the other prompt written notice thereof, and each shall have the right to defend or settle.

A Party that intends to seek and indemnity or hold harmless from the other Party shall notify the other Party in writing thereof, and within a reasonable time after the Party knows or becomes aware of any claim arising out of, resulting from or relating to this Agreement that may or has resulted in a loss, describing (if known or determinable) the pertinent circumstances, all entities and persons involved, and the amount(s) being claimed, shall not settle or resolve the claim until it has notified the other Party of the claim in accordance with the provisions of this subsection and give the other Party an opportunity to participate in and consent to the settlement or resolution of the claim, which consent the other Party shall not unreasonably withhold.

It is expressly understood and agreed that no personal liability whatsoever attaches to any member of the Board of MYA or of KRA, or any of the officers or employees of MYA or KRA by virtue of this Agreement.

12. CONSIDERATION: Both parties acknowledge that in consideration for MYA providing its students with information regarding KRA, KRA shall provide qualified, enrolled students with career training and education.

13. REPRESENTATIONS AND WARRANTIES: Each party to this Agreement represents and warrants to the other party that he/she/it:

- (a) has full power, authority and legal right to execute and perform this Agreement;
- (b) has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement;
- (c) this Agreement constitutes the legal, valid, and binding obligations of such party in accordance with its terms; and
- (d) shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.

14. TERMINATION AND REMEDIES ON DEFAULT: The parties may mutually agree to terminate this Agreement, in writing, at any time. In the event of unilateral breach of any term of this Agreement, the non-breaching party shall give written notice of the breach to the breaching party. This notice shall describe with sufficient detail the nature of the breach. The party not in breach may terminate its performance of related obligations under this Agreement if the other party fails to rectify a material breach under a portion of this

Agreement within thirty (30) days of receipt by the breaching party of written notice of such breach. In such case, the non-breaching Party may terminate its performance, without prejudice to any claim for damages, breach of contract or otherwise. The parties agree that the failure or termination of any portion or relevant provision of this Agreement will not be a basis for terminating other severable obligations or provisions of this Agreement, unless the failure or breach is such that the entire Agreement loses substantially all of its value to the non-breaching party.

Any termination of this Agreement shall not absolve the Parties from the obligation to observe the confidentiality measures as set out herein. At the end of the Agreement, each Party shall return any student information obtained by way of this Agreement.

15. FORCE MAJEURE: If the performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, flood, earthquake, vandalism, storm, orders or acts of military or civil authority, or by state or national emergencies, insurrections, riots, wars, strikes, lock-outs, or work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

16. ARBITRATION: Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place in San Diego County, or a location mutually agreed upon by the parties. The arbitrator(s) shall set the time limits for discovery to take place and may set reasonable limits on the number and length of depositions, as well as the number of document demands, interrogatories, and requests for admissions. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to determine arbitrability of the dispute, and issue mandatory orders and restraining orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, except regarding arbitrability of the dispute, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement. The prevailing party in any such dispute shall be entitled to recover its reasonable attorneys' fees and costs.

17. NON-DISCRIMINATION: Each party agrees that, in the performance of this Agreement, services shall be provided to qualified participants without discrimination toward students, employees, or other persons regardless of their race, color, sex, age, religion, national origin, sexual orientation, marital status, disability or any other manner prohibited by law.

18. NOTICE: Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such

other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

19. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

20. AMENDMENT: This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

21. SEVERABILITY: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If an arbitrator(s) or a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

22. WAIVER OF CONTRACTUAL RIGHTS: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

23. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of California.

24. INTERPRETATION: This Agreement is the product of mutual negotiation between the parties and shall not be construed against either party.

25. SIGNATORIES: This Agreement shall be signed on behalf of MOTIVATED YOUTH ACADEMY CHARTER SCHOOL by Kurt Madden, Chief Executive Officer and on behalf of KRA by Zaskia Ruiz, Executive Vice President, Administration & Finance and effective as of the date first written above.

Signatures of Parties

Kurt Madden / CEO / MOTIVATED YOUTH ACADEMY CHARTER SCHOOL / Date

Zaskia Ruiz / EVP, Administration & Finance / KRA Corporation / Date

Coversheet

Approval of Consulting Agreement - KM Educational Consulting and Executive Coaching Services, LLC (Renewal)

Section: XI. Business/Financial Services
Item: B. Approval of Consulting Agreement - KM Educational Consulting and Executive Coaching Services, LLC (Renewal)
Purpose: Vote
Submitted by: Bill Dobson
Related Material: KM Consulting Agreement 2023-06-16 FINAL.docx (1).pdf

BACKGROUND:

KM Educational Consulting and Executive Coaching Services provide high-level support to management personnel in the areas of strategic planning, coaching, and networking. Additionally, the consultant provides guidance, communication, and assistance in the areas of board governance including agenda development, policy development, board goals, and compliance.

RECOMMENDATION:

It is recommended the Board approve the Consulting Agreement with KM Educational Consulting and Executive Coaching Services for the period of July 1, 2023 through June 30, 2024.

Fiscal Impact: \$19,200.00



KM EDUCATIONAL CONSULTING

CONSULTING AGREEMENT

June 15, 2023

THIS CONSULTING AGREEMENT (“Agreement”) is entered into this 15th day of June 2023, by and between THE BOARD OF DIRECTORS OF Motivated Youth Academy (“Charter School”), and KM EDUCATIONAL CONSULTING AND EXECUTIVE COACHING SERVICES, LLC (“Consultant”), with respect to the following:

RECITALS

WHEREAS, Charter School wishes to avail itself of Consultant’s advice and abilities and Consultant is willing to offer that advice and those abilities on the terms and conditions set forth herein; and

WHEREAS, Charter School has a need for the professional services of an individual with the particular training, ability, knowledge, experience, and/or expertise possessed by Consultant; and

WHEREAS, Charter School hereby agrees to pay the agreed upon rate of pay as stipulated in Article 2.1 below; and

WHEREAS, Consultant agrees to perform the services stipulated in Article 1.1 for the period of time stated in Article 3.1 as set forth below; and

WHEREAS, Labor Code Section 2776 authorizes the Parties to enter into a bona fide business-to-business contracting relationship if the Consultant is free from the direction and control of Charter School and the relationship meets all terms set forth in Section 2776.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Charter School and Consultant hereby agree as follows:

SECTION ONE
CONTRACT FOR SERVICES

1.1 Services. Consultant will provide highly specialized consultation, insight, support, and advisement on a regular basis to Charter School, especially with major projects and initiatives; serve as a liaison for Charter School Board of Directors acting as a liaison in communications with sponsoring District/Local Education Agency/ies (LEA(s)); foster and promote professional networking among school district, county office, and charter school leadership; provides executive coaching services (non-instructional); engage in regular communication with Charter School to provide information and support. It is understood that the services provided by Consultant, pursuant to this Agreement, may be provided on a “day-to-day,” “as-needed,” or on a “when requested basis.”

1.2 Method of Performance. Consultant represents that Consultant has the qualifications, experience, and ability to perform Consultant’s duties under the terms of this Agreement in a professional manner. The relationship of Consultant to Charter School, shall at all times be, that of an independent contractor. Under no circumstance shall Consultant look to Charter School as Consultant’s employer, or as Consultant’s partner or agent. Consultant may not act as agent for, or on behalf of Charter School, or to represent Charter School, or bind Charter School in any manner without approval of Charter School.

Charter School and Consultant expressly acknowledge and agree that Consultant is engaged in a business that is distinct from that of Charter School, and the work being performed by Consultant is not a regular or integral part of Charter School’s business. The Parties further acknowledge and agree that Consultant shall perform all work free from the direction, control, and supervision of Charter School.

1.3 Standard of Care. Consultant’s services shall be performed in a manner consistent with that degree of skill and care exercised by consultants performing similar services under the same or similar circumstances and conditions. Consultant makes no other representations or any warranties, whether expressed or implied, with respect to the services to be performed by Consultant within this Agreement.

1.4 Right of Entry. Charter School hereby grants to Consultant, during the term of this Agreement, the right for Consultant to enter into and upon the Properties of Charter School for the purposes of performing Consultant’s obligations set forth within this Agreement.

1.5 Right to Engage in Other Activiti2s. Charter School fully understands and

acknowledges that Consultant presently, and in the future, will engage in other business activities, and may continue to do so without having or incurring any liability by reason thereof. Consultant shall not have any obligation to offer any interest in any other activities to Charter School.

SECTION TWO **COMPENSATION AND REIMBURSEMENT**

2.1 Compensation and Reimbursement. For the services to be performed herein, Charter School agrees to compensate and reimburse Consultant on the following terms:

- (a) Consultant shall receive \$150.00 per hour for the efforts expended by Consultant.
- (b) Consultant shall also be entitled to full reimbursement of any and all actual costs and expenses incurred by Consultant which are directly related to Consultant's performance herein. Such costs and expenses include, without limitation to, overnight and courier deliveries, airfare, car rental, parking, meals and lodging. Travel time shall be billed at fifty percent (50%) of Consultant's hourly rate. Any reimbursement for out-of-pocket expenses (mileage, airfare, lodging, meals, etc.) approved by Charter School will be included as income and subject to IRS Form 1099 reporting. Consultant shall not be entitled to reimbursement for Consultant's general business expenses, including without limitation to, Consultant's own business offices, office supplies, office equipment, utilities, and employees' salaries and benefits. Consultant will supply Consultant's own tools and supplies, and will pay for all of Consultant's own operating expenses.
- (c) Charter School shall not be responsible for the payment of any health and welfare benefits, unemployment insurance, Employees Retirement System, Workers' Compensation Insurance, Social Security or Medicare taxes, or collection of federal or state income tax withholding for or on behalf of Consultant, nor shall Consultant be eligible for, receive, or be entitled to any right or privilege relating to medical or family leave, health or disability benefits, vacation pay, sick leave or other employee benefits of any kind.

2.2 Invoices. Consultant shall deliver a monthly invoice to Charter School setting forth the total effort (in hours) expended with a description of the services performed, adequate

enough to identify the task and project to which it relates (together with invoices and supporting proof of payment documentation relating to expenses), for the

calendar month just ended. Payment of each invoice shall be made within thirty (30) calendar days of Charter School receipt of said invoice.

SECTION THREE **TERM OF AGREEMENT**

3.1 Term. The term of this Agreement shall be ten (12) months beginning July 1, 2023, and will continue in effect until June 30, 2024. The term of this Agreement may be extended with the written consent of the Parties. This Agreement may be amended in accordance with Section 6.9 or terminated in accordance with Section 3.2.

3.2 Termination. Notwithstanding the foregoing, this Agreement may be terminated on the occurrence of any of the following: (a) sixty (60) days written notice from either Party; (b) bankruptcy or insolvency of either Party; or (c) dissolution of either Party. Prior to the expiration of the Term, Charter School may terminate the services of Consultant upon material breach of this Agreement, for failure to perform the contracted Services, or if compelled by any applicable law, including but not limited to Penal Code Sections 667.5(c) and 1192.7(c). Upon termination Consultant shall cease all services, except as may be required within the Notice of Termination.

SECTION FOUR **LIMITATION OF LIABILITY, INDEMNIFICATION & INSURANCE COVERAGE**

4.1 Limitation of Liability. Consultant assumes no responsibility under this Agreement other than to perform the services called for in this Agreement in good faith. Consultant shall not be liable to Charter School or any other person or entity for any claims, liabilities, debts or obligations resulting from (a) any errors in judgment made in good faith arising out of Consultant's performance herein, except to the extent of any actual damages to Charter School to the extent caused by Consultant's fraud or willful misconduct in the course of discharging Consultant's duties under this Agreement.

4.2 Indemnification. Charter School shall protect, defend, indemnify and hold Consultant and its directors, officers, agents and employees free and harmless from and against any and all claims, expenses and liabilities (including, without limitation attorneys' fees and costs of investigation and defense) which they may incur as a result of providing any services to or for Charter School in accordance with the requirements and restrictions of this Agreement, except to the extent that such expense or liability is caused by Consultant's fraud or willful misconduct in the course of discharging Consultant's duties under this Agreement.

Consultant shall protect, defend, indemnify and hold Charter School and its directors,

officers, agents and employees free and harmless from and against any and all claims, expenses and liabilities (including, without limitation attorneys' fees and costs of investigation and defense) which they may incur as a result of providing any services to or for Consultant in accordance with the requirements and restrictions of this Agreement, except to the extent that such expense or liability is caused by Charter School's fraud or willful misconduct in the course of discharging Charter School's duties under this Agreement.

4.3 Compliance with All Laws. Consultant shall at all times, and at Consultant's own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

4.3 Liability Insurance. Consultant, at its sole cost and expense, shall maintain a General Liability policy of insurance in the minimum amount of \$1,000,000 aggregate and name the Charter School as additional insured to cover appropriate General Liability Coverage. A Certificate of Insurance indicating such coverage will be provided to Charter School upon request.

4.4 Workers' Compensation Insurance. Consultant agrees to provide workers' compensation insurance for Consultant's employees and agents and agrees to hold harmless and indemnify Charter School for any and all claims arising out of any injury, disability, or death of any of Consultant's employees or agents. A Certificate of Workers' Compensation Insurance will be provided to Charter School upon request.

SECTION FIVE **ARBITRATION OF DISPUTES**

5.1 Binding Arbitration. Except as otherwise set forth in this Section, any disputes regarding any matters pertaining to this Agreement shall be resolved by neutral, binding arbitration and not by any court action except as provided for judicial review of arbitration proceedings by California law. Except as otherwise set forth herein, the arbitration proceedings shall be conducted by and in accordance with the rules of JAMS and held in the JAMS office that is in or geographically nearest to San Diego County, California.

5.2 Arbitrator and Award. The Parties (and JAMS) shall use commercially reasonable efforts to cause the arbitration to be concluded and an award (the "*Award*") given to the Parties in writing within four (4) months after either Party requests arbitration.

5.3 Evidence and Procedure. The arbitration shall be conducted as informally as possible and neither the rules of admissibility of evidence nor the Evidence Code of the

State of California shall be applicable. The arbitrator shall be the sole judge of the admissibility of, and the probative value of all evidence offered. Each Party shall, in good

faith, make a full disclosure of all issues and evidence to the other Party prior to the hearing.

5.4 Entry of Judgment; Allocation of Fees. The decision of the arbitrator shall be binding on the Parties and may be entered as a judgment in any court having jurisdiction. In no event shall the Award of the arbitrator include any component for punitive or exemplary damages. The arbitrator shall, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys’ fees of the prevailing Party.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE “ARBITRATION OF DISPUTES” PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE “ARBITRATION OF DISPUTES” PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE “ARBITRATION OF DISPUTES” PROVISION TO NEUTRAL ARBITRATION.

Consultant’s Initial

Charter School’s Initials

SECTION SIX
MISCELLANEOUS

6.1 Notices. All notices, requests, demands, reports or other communications required or permitted hereunder shall be in writing and shall be personally delivered, sent by registered or certified mail (postage prepaid, return receipt requested), sent by facsimile or email or delivered via overnight courier and shall be deemed received upon the earlier of (a) if personally delivered or via overnight courier, the date of delivery to the address of the person to receive such notice; (b) if mailed, upon the date of receipt as disclosed on the return receipt; or (c) if sent by facsimile or email, when sent. Any notice, request, demand, report or other communication sent by facsimile or email must be confirmed within

forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing. All notices, requests, demands, reports or other communications shall be addressed to the addressee as identified herein. Either Party may change their below-referenced address by written notice to the other of said change in accordance with this Paragraph.

6.2 Attorneys' Fees. Should any Party institute any action to enforce this Agreement or any provision hereof or for damages by reason of any action related to this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other Party all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the prevailing party in connection with such action.

6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles thereof. The place of the performance of this Agreement shall be San Diego, California.

6.4 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

6.5 Time of Essence. Time is of the essence hereof.

6.6 Waiver. The waiver of any breach of any provision hereunder by any Party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

6.7 Authority. The persons executing this Agreement on behalf of each of the Parties hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with its corporate bylaws, partnership agreement or limited liability company operating agreement, and that this Agreement is binding upon said entity in accordance with its terms.

6.8 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either Party without the prior written consent of the other.

6.9 Entire Agreement; Amendment. This Agreement contains all of the agreements of the Parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. This Agreement may only be amended or modified by an agreement in writing signed by the Parties hereto or their respective successors in interest.

6.10 Severability. If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or

shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

6.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

6.12 Confidentiality. The Parties acknowledge that they may acquire certain information that is non-public, confidential or proprietary in nature regarding the other (the “**Confidential Information**”) during the term of this Agreement. The Parties therefore agree that they will not disclose, without the prior written consent of the other, any Confidential Information; provided, however, either Party may disclose Confidential Information (a) to their directors, employees, auditors or counsel (collectively “**Representatives**”) to whom it is necessary to show the Confidential Information, each of whom shall be informed of the confidential nature of the Confidential Information and instructed to comply with this Section to the same extent as is required of the Parties herein (and each Party shall be responsible for any breach of this Section by any person to whom it discloses Confidential Information); (b) in any statement or testimony pursuant to a subpoena or order by any court, governmental body or other agency asserting jurisdiction over a Party, or as may otherwise be required by law (provided that the Party shall provide the other Party with prior notice of the disclosure permitted by this Section (b), unless such notice is prohibited by subpoena, order or law); and (c) upon the request or demand of any regulatory agency or authority having jurisdiction over a Party. Upon a Party’s request, the other Party agrees that it will return to the asking Party all copies of Confidential Information, except to the extent that such retention is required under applicable law. Consultant further agrees that access to confidential information is not a provision or conveyance or disclosure to Consultant by Charter School of confidential information in violation of the Family Educational Rights and Privacy Act or of any similar state law.

6.13 Board Approval. This Agreement is subject to approval by the Charter School Governing Board and shall become final when ratified by the Governing Board at a duly noticed meeting.

IN WITNESS WHEREOF, the Parties hereto have duly authorized and executed this Agreement as of the date first above written.

MOTIVATED YOUTH ACADEMY:

THE BOARD OF DIRECTORS OF MOTIVATED YOUTH ACADEMY

By: _____ William Hall, President

Contact Information:

The Board of Directors of Motivated Youth Academy

Attention: William Hall

Email: whall@collaborativecharters.org

CONSULTANT:

KM EDUCATIONAL CONSULTING AND EXECUTIVE COACHING SERVICES LLC

By: _____

Kurt Madden, President

Contact Information:

KM Educational Consulting and Executive Coaching Services, LLC

Attention: Kurt Madden

3185 Fryden Court

San Diego, California 92117

Telephone: 619-701-0590

E-Mail: kurt@kmeducationalconsultant.org

Coversheet

Approval of Motivated Youth Academy Charter Schools Federal Tax Form 990 Return (Draft) and California Tax Form 199 Return (Draft) - Year Ended June 30, 2022, as prepared by CliftonLarsonAllen (CLA).

Section: XI. Business/Financial Services
Item: C. Approval of Motivated Youth Academy Charter Schools Federal Tax Form 990 Return (Draft) and California Tax Form 199 Return (Draft) - Year Ended June 30, 2022, as prepared by CliftonLarsonAllen (CLA).

Purpose: Vote

Submitted by: Bill Dobson

Related Material:
Federal Tax Form 990 Return (draft) and California Tax Form 199 Return (draft)- year ended June 30, 2022, as prepared by CliftonLarsonAllen (CLA) for Motivated Youth Academy Charter School .pdf

BACKGROUND:

Approval of CliftonLarsonAllen (CLA) Tax Form 990 Return and California Tax Form 199 Return (Draft) - Year Ended June 30, 2022

RECOMMENDATION:

It is recommended that the Board approve the Form 990 Return and California Form 199 Return - Year Ended June 30, 2022, for Motivated Youth Academy, Tax ID:46-4505562 (#1628)



CliftonLarsonAllen LLP
CLAconnect.com

MOTIVATED YOUTH ACADEMY
FORM 990 INCOME TAX RETURN
FOR YEAR ENDED JUNE 30, 2022



CliftonLarsonAllen LLP
CLAconnect.com

May 25, 2023

Motivated Youth Academy
500 La Terraza Blvd. Suite #150
Escondido, CA 92025
Attention: Kurt Madden

Dear Kurt,

Enclosed is the organization's 2021 Exempt Organization return.

Specific filing instructions are as follows.

FORM 990 RETURN:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-TE to our office. We will transmit the return electronically to the IRS and no further action is required. Please return Form 8879-TE to us as soon as possible, but no later than as soon as possible the filing deadline.

In addition, tax-exempt organizations must make available for public inspection a copy of their annual returns for the preceding three years and exemption application, if applicable. An organization generally must furnish filings to anyone who requests them in person or in writing. An exempt organization may meet this requirement by posting all the documents on its website or at another organizations site as part of a database of similar materials. Specific requirements must be met to meet this exception.

CALIFORNIA FORM 199 RETURN:

The California Form 199 return has qualified for electronic filing. After you have reviewed your return for completeness and accuracy, please sign, date and return Form 8453-EO to our office. We will then transmit your return to the FTB. Do not mail the paper copy of the return to the FTB.

No payment is required.

A few final reminders relating to your tax return filings:

- There are substantial penalties for failure to properly disclose and report foreign financial accounts and foreign activity. Please make sure you have informed us of any foreign financial accounts or foreign activity so that we have the necessary information to complete any required disclosures or filings.
- Be sure to review the returns prior to signing as you have final responsibility for all information included in the returns. Please contact us if you have any questions or concerns.
- We recommend you keep a paper or electronic copy of your tax returns permanently. Supporting documentation should be kept for a minimum of seven years based on IRS guidance.

CLA exists to create opportunities – for our clients, our people, and our communities. We value our relationship with you and thank you for your trust and confidence in allowing us to serve you. If we can assist you in making strategic, informed decisions in areas of tax or beyond, please contact us as questions arise throughout the year.

Sincerely,

CliftonLarsonAllen LLP

Filing Instructions

Prepared for:

Motivated Youth Academy
500 La Terraza Blvd. Suite #150
Escondido, CA 92025

Prepared by:

CliftonLarsonAllen LLP
2210 East Route 66
Glendora, CA 91740

2021 FORM 990**Electronic Filing:**

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-TE to our office. We will transmit the return electronically to the IRS and no further action is required. Return Form 8879-TE to us as soon as possible

2021 CALIFORNIA FORM 199

No payment is required.

The California Form 199 return has been prepared for electronic filing. After you have reviewed your return for completeness and accuracy, please sign, date and return Form 8453-EO to our office. We will then transmit your return electronically to the FTB. Do not mail the paper copy of the return to the FTB.

Form **8879-TE**

IRS e-file Signature Authorization for a Tax Exempt Entity

OMB No. 1545-0047

For calendar year 2021, or fiscal year beginning JUL 1, 2021, and ending JUN 30, 2022

2021

Department of the Treasury
Internal Revenue Service

▶ **Do not send to the IRS. Keep for your records.**
▶ **Go to www.irs.gov/Form8879TE for the latest information.**

Name of filer MOTIVATED YOUTH ACADEMY	EIN or SSN 46-4505562
Name and title of officer or person subject to tax KURT MADDEN CEO	

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not complete more than one line in Part I.**

1a Form 990 check here <input checked="" type="checkbox"/>	b Total revenue , if any (Form 990, Part VIII, column (A), line 12)	1b <u>2,623,794.</u>
2a Form 990-EZ check here <input type="checkbox"/>	b Total revenue , if any (Form 990-EZ, line 9)	2b _____
3a Form 1120-POL check here <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b _____
4a Form 990-PF check here <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part V, line 5)	4b _____
5a Form 8868 check here <input type="checkbox"/>	b Balance due (Form 8868, line 3c)	5b _____
6a Form 990-T check here <input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4)	6b _____
7a Form 4720 check here <input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1)	7b _____
8a Form 5227 check here <input type="checkbox"/>	b FMV of assets at end of tax year (Form 5227, Item D)	8b _____
9a Form 5330 check here <input type="checkbox"/>	b Tax due (Form 5330, Part II, line 19)	9b _____
10a Form 8038-CP check here <input type="checkbox"/>	b Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b _____

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that I am an officer of the above entity or I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2021 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

I authorize CLIFTONLARSONALLEN LLP to enter my PIN 91740
ERO firm name Enter five numbers, but do not enter all zeros

as my signature on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax Date ▶

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN. **95405222100**
Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2021 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ MEI-LI HUANG Date ▶ 05/25/23

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

LHA For Privacy act and Paperwork Reduction Act Notice, see instructions. Form **8879-TE** (2021)

Form **990**

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2021

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

A For the **2021** calendar year, or tax year beginning **JUL 1, 2021** and ending **JUN 30, 2022**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization MOTIVATED YOUTH ACADEMY Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite 100 E. SAN MARCOS BLVD. 350 City or town, state or province, country, and ZIP or foreign postal code SAN MARCOS, CA 92069 F Name and address of principal officer: KURT MADDEN SAME AS C ABOVE	D Employer identification number 46-4505562 E Telephone number 760-494-9646 G Gross receipts \$ 2,623,794. H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions H(c) Group exemption number ▶
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
J Website: ▶ WWW.MYACADEMY.ORG		
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		
L Year of formation: 2013		M State of legal domicile: CA

Part I Summary

	1 Briefly describe the organization's mission or most significant activities: THE CORPORATION OPERATES TUITION FREE CHARTER SCHOOL PROGRAMS WHERE TEACHERS AND PARENTS PARTNER		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
Activities & Governance	3 Number of voting members of the governing body (Part VI, line 1a)	3	5
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	0
	5 Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	31
	6 Total number of volunteers (estimate if necessary)	6	0
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
	b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.
	Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year 2,139,039.
9 Program service revenue (Part VIII, line 2g)		0.	0.
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		1,210.	1,575.
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		400,092.	47,452.
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)		2,540,341.	2,623,794.
Expenses		13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	1,458,022.	1,425,722.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	987,397.	784,311.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	2,445,419.	2,210,033.	
19 Revenue less expenses. Subtract line 18 from line 12	94,922.	413,761.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 2,678,053.	End of Year 1,530,470.
	21 Total liabilities (Part X, line 26)	1,974,314.	412,970.
	22 Net assets or fund balances. Subtract line 21 from line 20	703,739.	1,117,500.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer KURT MADDEN, CEO Type or print name and title	Date _____			
Paid Preparer Use Only	Print/Type preparer's name MEI-LI HUANG	Preparer's signature MEI-LI HUANG	Date 05/25/23	Check if self-employed <input type="checkbox"/>	PTIN P02383735
	Firm's name ▶ CLIFTONLARSONALLEN LLP	Firm's address ▶ 2210 EAST ROUTE 66 GLENDORA, CA 91740	Firm's EIN ▶ 41-0746749	Phone no. (626) 857-7300	

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission: OUR MISSION IS TO HONOR STUDENTS AND STAKEHOLDERS BY PROVIDING ONGOING SUPPORT AND SERVANT LEADERSHIP IN A PROFESSIONAL, COHESIVE, AND COLLABORATIVE MANNER. WE WILL STRENGTHEN PROGRAMS THROUGH COLLABORATION, INNOVATION, COMMUNICATION AND THE SHARING OF RESOURCES.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 1,799,581. including grants of \$) (Revenue \$) OFFERING AN INDEPENDENT STUDY PERSONALIZED LEARNING MODEL FOR STUDENTS IN GRADES TK-12. ALLOWING PARENTS TO SELECT A WIDE VARIETY OF EDUCATIONAL RESOURCES AND MATERIALS FROM APPROVED CONTENT AND COMMUNITY PROVIDERS USING STATE INSTRUCTIONAL FUNDS. THE ORGANIZATION SERVED APPROXIMATELY 151 STUDENTS.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.) (Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 1,799,581.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? See instructions		X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>		X
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	X	
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I.</i> See instructions		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	X	
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>		X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		X
28 Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>		X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		X
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		X
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19?	X	

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
1a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable		
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
	2a		31
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	X	
Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file. See instructions.			
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
d	If "Yes," indicate the number of Forms 8282 filed during the year		
	7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state?	13a	
Note: See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year?		X
If "Yes," see the instructions and file Form 4720, Schedule N.			
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income?		X
If "Yes," complete Form 4720, Schedule O.			
17	Section 501(c)(21) organizations. Did the trust, any disqualified person, or mine operator engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953?	17	
If "Yes," complete Form 6069.			

Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
1b	Enter the number of voting members included on line 1a, above, who are independent		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
8a	The governing body?	X	
8b	Each committee with authority to act on behalf of the governing body?		X
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
10b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
11b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
12b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
12c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done	X	
13	Did the organization have a written whistleblower policy?	X	
14	Did the organization have a written document retention and destruction policy?		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15a	The organization's CEO, Executive Director, or top management official	X	
15b	Other officers or key employees of the organization	X	
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
16b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17** List the states with which a copy of this Form 990 is required to be filed **NONE**
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain on Schedule O)
- 19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records **YVETTE SPENDLER - 760-494-9646**
100 E. SAN MARCOS BLVD., SUITE 350, SAN MARCOS, CA 92069

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A)	(B)	(C)	(D)	
			Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a	Federated campaigns	1a				
	b	Membership dues	1b				
	c	Fundraising events	1c				
	d	Related organizations	1d				
	e	Government grants (contributions)	1e	2,574,767.			
	f	All other contributions, gifts, grants, and similar amounts not included above	1f				
	g	Noncash contributions included in lines 1a-1f	1g	\$			
	h	Total. Add lines 1a-1f		2,574,767.			
Program Service Revenue	2 a		Business Code				
	b						
	c						
	d						
	e						
	f	All other program service revenue					
	g	Total. Add lines 2a-2f					
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)		1,575.		1,575.	
	4	Income from investment of tax-exempt bond proceeds					
	5	Royalties					
	6 a	Gross rents	(i) Real				
			(ii) Personal				
	b	Less: rental expenses	6b				
	c	Rental income or (loss)	6c				
	d	Net rental income or (loss)					
	7 a	Gross amount from sales of assets other than inventory	(i) Securities				
			(ii) Other				
	b	Less: cost or other basis and sales expenses	7b				
	c	Gain or (loss)	7c				
d	Net gain or (loss)						
8 a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18						
b	Less: direct expenses	8b					
c	Net income or (loss) from fundraising events						
9 a	Gross income from gaming activities. See Part IV, line 19						
b	Less: direct expenses	9b					
c	Net income or (loss) from gaming activities						
10 a	Gross sales of inventory, less returns and allowances						
b	Less: cost of goods sold	10b					
c	Net income or (loss) from sales of inventory						
Miscellaneous Revenue	11 a	OTHER MISC REVENUE	Business Code	611110	47,452.	47,452.	
	b						
	c						
	d	All other revenue					
	e	Total. Add lines 11a-11d			47,452.		
12	Total revenue. See instructions			2,623,794.	0.	0.	
						49,027.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX X

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	97,141.	97,141.		
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	1,037,930.	886,789.	151,141.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	116,897.	116,897.		
9 Other employee benefits	137,730.	118,813.	18,917.	
10 Payroll taxes	36,024.	31,175.	4,849.	
11 Fees for services (nonemployees):				
a Management	18,251.		18,251.	
b Legal	51,157.		51,157.	
c Accounting	4,830.		4,830.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)	473,347.	344,775.	128,572.	
12 Advertising and promotion				
13 Office expenses	34,586.	29,930.	4,656.	
14 Information technology	24,903.	24,764.	139.	
15 Royalties				
16 Occupancy	8,890.	7,693.	1,197.	
17 Travel	3,599.	3,599.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials ...				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	17,562.	15,198.	2,364.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a INSTRUCTIONAL MATERIALS	111,455.	109,755.	1,700.	
b BUSINESS MEALS	12,074.		12,074.	
c PROFESSIONAL DEVELOPMEN	9,126.	9,126.		
d SELPA FEES	7,192.	3,596.	3,596.	
e All other expenses	7,339.	330.	7,009.	
25 Total functional expenses. Add lines 1 through 24e	2,210,033.	1,799,581.	410,452.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here if following SOP 98-2 (ASC 958-720)

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	1,645,495.	1	958,015.
	2 Savings and temporary cash investments		2	285,977.
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	1,001,261.	4	236,207.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	31,297.	9	50,271.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a		
	b Less: accumulated depreciation	10b	10c	
	11 Investments - publicly traded securities		11	
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 33)	2,678,053.	16	1,530,470.	
Liabilities	17 Accounts payable and accrued expenses	1,825,294.	17	225,769.
	18 Grants payable		18	
	19 Deferred revenue	149,020.	19	187,201.
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25	1,974,314.	26	412,970.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	703,739.	27	1,117,500.
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	703,739.	32	1,117,500.
33 Total liabilities and net assets/fund balances	2,678,053.	33	1,530,470.	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	2,623,794.
2	Total expenses (must equal Part IX, column (A), line 25)	2	2,210,033.
3	Revenue less expenses. Subtract line 2 from line 1	3	413,761.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	703,739.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	1,117,500.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other		
If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant?		X
If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:		
<input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		
b Were the organization's financial statements audited by an independent accountant?	X	
If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:		
<input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	X	
If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

Form 990 (2021)

SCHEDULE A
(Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2021

Open to Public Inspection

Name of the organization MOTIVATED YOUTH ACADEMY	Employer identification number 46-4505562
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Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2021 (line 6, column (f), divided by line 11, column (f))	14	%
15 Public support percentage from 2020 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test - 2021. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
b 33 1/3% support test - 2020. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
17a 10% -facts-and-circumstances test - 2021. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
b 10% -facts-and-circumstances test - 2020. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		<input type="checkbox"/>

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

15 Public support percentage for 2021 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2020 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2021 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2020 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2021. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

b 33 1/3% support tests - 2020. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
b A family member of a person described on line 11a above?		
c A 35% controlled entity of a person described on line 11a or 11b above? <i>If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.</i>		
11a		
11b		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>		
1		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		
1		
2		
3		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.			
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.			
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).			
2 Activities Test. Answer lines 2a and 2b below.			
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>	Yes	No	
b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>			
3 Parent of Supported Organizations. Answer lines 3a and 3b below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>If "Yes" or "No" provide details in Part VI.</i>			
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>			
2a			
2b			
3a			
3b			

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). **See instructions.**
 All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (<i>explain in detail in Part VI</i>):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - provide details in Part VI)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2021 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2021	(iii) Distributable Amount for 2021
1	Distributable amount for 2021 from Section C, line 6		
2	Underdistributions, if any, for years prior to 2021 (reasonable cause required - explain in Part VI). See instructions.		
3	Excess distributions carryover, if any, to 2021		
a	From 2016		
b	From 2017		
c	From 2018		
d	From 2019		
e	From 2020		
f	Total of lines 3a through 3e		
g	Applied to underdistributions of prior years		
h	Applied to 2021 distributable amount		
i	Carryover from 2016 not applied (see instructions)		
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.		
4	Distributions for 2021 from Section D, line 7: \$		
a	Applied to underdistributions of prior years		
b	Applied to 2021 distributable amount		
c	Remainder. Subtract lines 4a and 4b from line 4.		
5	Remaining underdistributions for years prior to 2021, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.		
6	Remaining underdistributions for 2021. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.		
7	Excess distributions carryover to 2022. Add lines 3j and 4c.		
8	Breakdown of line 7:		
a	Excess from 2017		
b	Excess from 2018		
c	Excess from 2019		
d	Excess from 2020		
e	Excess from 2021		

Schedule A (Form 990) 2021

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.**
▶ **Attach to Form 990.**

▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2021

Open to Public Inspection

Name of the organization MOTIVATED YOUTH ACADEMY **Employer identification number** 46-4505562

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
 Preservation of land for public use (for example, recreation or education) Preservation of a historically important land area
 Protection of natural habitat Preservation of a certified historic structure
 Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1

(ii) Assets included in Form 990, Part X

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1

b Assets included in Form 990, Part X

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990. Schedule D (Form 990) 2021

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange program
 - e Other _____
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---------------------------------|--------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment _____ %
 - b Permanent endowment _____ %
 - c Term endowment _____ %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|---|--------|----|
| (i) Unrelated organizations | 3a(i) | |
| (ii) Related organizations | 3a(ii) | |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? <input type="checkbox"/> | 3b | |
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment				
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) 0.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ...

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	2,623,794.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a		
b	Donated services and use of facilities	2b		
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	0.
3	Subtract line 2e from line 1		3	2,623,794.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	0.
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)		5	2,623,794.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	2,210,033.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a		
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	0.
3	Subtract line 2e from line 1		3	2,210,033.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	0.
5	Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)		5	2,210,033.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X, LINE 2:

THE SCHOOL IS A NONPROFIT CORPORATION EXEMPT FROM THE PAYMENT OF INCOME TAXES UNDER INTERNAL REVENUE CODE SECTION 501(C)(3) AND CALIFORNIA REVENUE AND TAXATION CODE SECTION 23701D. ACCORDINGLY, NO PROVISION HAS BEEN MADE FOR INCOME TAXES. MANAGEMENT HAS DETERMINED THAT ALL INCOME TAX POSITIONS ARE MORE LIKELY THAN NOT OF BEING SUSTAINED UPON POTENTIAL AUDIT OR EXAMINATION; THEREFORE, NO DISCLOSURES OF UNCERTAIN INCOME TAX POSITIONS ARE REQUIRED. THE SCHOOL IS SUBJECT TO INCOME TAX ON NET INCOME THAT IS DERIVED FROM BUSINESS ACTIVITIES THAT ARE UNRELATED TO THE EXEMPT PURPOSES. THE SCHOOL FILES AND EXEMPT SCHOOL RETURN AND APPLICABLE UNRELATED BUSINESS INCOME TAX RETURN IN THE U.S. FEDERAL JURISDICTION AND WITH THE CALIFORNIA FRANCHISE TAX BOARD.

SCHEDULE E
(Form 990)

Schools

OMB No. 1545-0047

2021

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 13, or Form 990-EZ, Part VI, line 48.**

▶ **Attach to Form 990 or Form 990-EZ.**

▶ **Go to www.irs.gov/Form990 for the latest information.**

Name of the organization

MOTIVATED YOUTH ACADEMY

Employer identification number

46-4505562

Part I

	YES	NO
1 Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?	X	
2 Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?	X	
3 Has the organization publicized its racially nondiscriminatory policy on its primary publicly accessible Internet homepage at all times during its taxable year in a manner reasonably expected to be noticed by visitors to the homepage, or through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If "Yes," please describe. If "No," please explain. If you need more space, use Part II	X	
THE SCHOOL PUBLICIZES ITS POLICY IN ITS REGISTRATION MATERIALS AND DOCUMENTS USED TO SOLICIT STUDENTS AND ON THE SCHOOL'S WEBSITE.		
4 Does the organization maintain the following?		
a Records indicating the racial composition of the student body, faculty, and administrative staff?	X	
b Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis? ..	X	
c Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?	X	
d Copies of all material used by the organization or on its behalf to solicit contributions?	X	
If you answered "No" to any of the above, please explain. If you need more space, use Part II.		
5 Does the organization discriminate by race in any way with respect to:		
a Students' rights or privileges?		X
b Admissions policies?		X
c Employment of faculty or administrative staff?		X
d Scholarships or other financial assistance?		X
e Educational policies?		X
f Use of facilities?		X
g Athletic programs?		X
h Other extracurricular activities?		X
If you answered "Yes" to any of the above, please explain. If you need more space, use Part II.		
6a Does the organization receive any financial aid or assistance from a governmental agency?	X	
b Has the organization's right to such aid ever been revoked or suspended?		X
If you answered "Yes" on either line 6a or line 6b, explain on Part II.		
7 Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, covering racial nondiscrimination? If "No," explain on Part II	X	

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule E (Form 990) 2021

Part II Supplemental Information. Provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7, as applicable. Also provide any other additional information.

LINE 6 - EXPLANATION OF GOVERNMENT FINANCIAL AID:

THE SCHOOL IS A PUBLIC CHARTER SCHOOL PRINCIPALLY FUNDED BY CALIFORNIA AND FEDERAL MONIES RECEIVED THROUGH THE CALIFORNIA DEPARTMENT OF EDUCATION. IN JUNE 2021, THE US SMALL BUSINESS ADMINISTRATION FORGAVE THE SCHOOL'S PPP LOAN.

**SCHEDULE J
(Form 990)**

Compensation Information

OMB No. 1545-0047

2021

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees
 ▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
 ▶ Attach to Form 990.
 ▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization

MOTIVATED YOUTH ACADEMY

Employer identification number

46-4505562

Part I Questions Regarding Compensation

1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- | | |
|--|--|
| <input type="checkbox"/> First-class or charter travel | <input type="checkbox"/> Housing allowance or residence for personal use |
| <input type="checkbox"/> Travel for companions | <input type="checkbox"/> Payments for business use of personal residence |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees |
| <input type="checkbox"/> Discretionary spending account | <input type="checkbox"/> Personal services (such as maid, chauffeur, chef) |

b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?

3 Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- | | |
|--|--|
| <input type="checkbox"/> Compensation committee | <input checked="" type="checkbox"/> Written employment contract |
| <input type="checkbox"/> Independent compensation consultant | <input checked="" type="checkbox"/> Compensation survey or study |
| <input type="checkbox"/> Form 990 of other organizations | <input type="checkbox"/> Approval by the board or compensation committee |

4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

- a** Receive a severance payment or change-of-control payment?
- b** Participate in or receive payment from a supplemental nonqualified retirement plan?
- c** Participate in or receive payment from an equity-based compensation arrangement?
- If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.

Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.

5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

- a** The organization?
- b** Any related organization?
- If "Yes" on line 5a or 5b, describe in Part III.

6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

- a** The organization?
- b** Any related organization?
- If "Yes" on line 6a or 6b, describe in Part III.

7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III

8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III

9 If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?

	Yes	No
1b		
2		
4a		X
4b		X
4c		X
5a		X
5b		X
6a		X
6b		X
7		X
8		X
9		

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2021

Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC and/or 1099-NEC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(1) KURT MADDEN CEO	(i)	175,303.	0.	0.	33,483.	16,800.	225,586.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
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	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

**SCHEDULE O
(Form 990)**

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2021

Open to Public
Inspection

Name of the organization

MOTIVATED YOUTH ACADEMY

Employer identification number

46-4505562

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

TOGETHER.

FORM 990, PART VI, SECTION A, LINE 8B:

THERE ARE NO COMMITTEES THAT CAN ACT ON BEHALF OF THE BOARD.

FORM 990, PART VI, SECTION B, LINE 11B:

THE FORM 990 IS PREPARED BY THE ORGANIZATION'S OUTSIDE PUBLIC ACCOUNTING FIRM BASED ON INFORMATION PROVIDED BY MANAGEMENT. ONCE A DRAFT OF THE RETURN IS AVAILABLE, IT IS REVIEWED BY MANAGEMENT WITH ANY CHANGES OR REVISIONS INCORPORATED INTO THE FILING. THE REVISED RETURN IS THEN SUBMITTED TO THE BOARD OF DIRECTORS FOR THEIR REVIEW AND APPROVAL PRIOR TO SUBMITTING TO THE IRS.

FORM 990, PART VI, SECTION B, LINE 12C:

MONITORING IS PERFORMED REGULARLY BY THE OFFICERS TO IDENTIFY POTENTIAL CONFLICTS OF INTEREST. ANY QUESTION OF A CONFLICT IS ADDRESSED WITH THE INTERESTED PERSON, WHO IS REQUIRED TO DISCLOSE THE EXISTENCE OF ANY FINANCIAL INTEREST AND BE AFFORDED THE OPPORTUNITY TO DISCLOSE ALL MATERIAL FACTS TO THE BOARD AND EXECUTIVE DIRECTOR. IF A CONFLICT OF INTEREST IS IDENTIFIED, THE APPROPRIATE ACTION IS TAKEN, INCLUDING LIMITATIONS TO THE INDIVIDUAL'S INFLUENCE ON RELATED BUSINESS MATTERS.

FORM 990, PART VI, SECTION B, LINE 15:

THE EXECUTIVE DIRECTOR'S PAY IS DETERMINED BASED ON DATA PROVIDED BY EXTERNAL CHARTER MANAGEMENT ORGANIZATIONS AND THROUGH COMPARISON STUDIES OF

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990) 2021

Name of the organization MOTIVATED YOUTH ACADEMY	Employer identification number 46-4505562
--	---

OTHER CHARTER SCHOOLS. THE BOARD MUST VOTE TO APPROVE THE EXECUTIVE DIRECTOR'S COMPENSATION AS A DIRECT ACTION. THE OFFICERS' AND KEY EMPLOYEES' PAY IS DETERMINE BASED ON DATA PROVIDED BY EXTERNAL CHARTER MANAGEMENT ORGANIZATIONS AND THROUGH COMPARISON STUDIES OF OTHER CHARTER SCHOOLS. THE BOARD MUST VOTE TO APPROVE THE OFFICERS' AND KEY EMPLOYEES' COMPENSATION AS A DIRECT ACTION.

FORM 990, PART VI, SECTION C, LINE 19:
GOVERNING DOCUMENTS AVAILABLE UPON REQUEST.

FORM 990, PART IX, LINE 11G, OTHER FEES:

GENERAL CONSULTING:

PROGRAM SERVICE EXPENSES	85,999.
MANAGEMENT AND GENERAL EXPENSES	85,999.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	171,998.

OTHER EDUCATIONAL CONSULTANTS:

PROGRAM SERVICE EXPENSES	258,146.
MANAGEMENT AND GENERAL EXPENSES	0.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	258,146.

PAYROLL SERVICE FEES:

PROGRAM SERVICE EXPENSES	0.
MANAGEMENT AND GENERAL EXPENSES	16,966.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	16,966.

Name of the organization MOTIVATED YOUTH ACADEMY	Employer identification number 46-4505562
--	---

PUBLIC RELATIONS :

PROGRAM SERVICE EXPENSES	0.
MANAGEMENT AND GENERAL EXPENSES	25,607.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	25,607.

SPECIAL EDUCATION :

PROGRAM SERVICE EXPENSES	630.
MANAGEMENT AND GENERAL EXPENSES	0.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	630.

TOTAL OTHER FEES ON FORM 990, PART IX, LINE 11G, COL A 473,347.

FORM 990, PART XII, LINE 2C:

THE PROCESS HAS NOT CHANGED FROM PRIOR YEAR.

FORM HAS BEEN ELECTRONICALLY FILED - KEEP FOR YOUR RECORDS

Form **8868**
(Rev. January 2022)

Application for Automatic Extension of Time To File an Exempt Organization Return

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

► **File a separate application for each return.**
► **Go to www.irs.gov/Form8868 for the latest information.**

Electronic filing (e-file). You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits.

Automatic 6-Month Extension of Time. Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Type or print <small>File by the due date for filing your return. See instructions.</small>	Name of exempt organization or other filer, see instructions. MOTIVATED YOUTH ACADEMY	Taxpayer identification number (TIN) 46-4505562
	Number, street, and room or suite no. If a P.O. box, see instructions. 100 E. SAN MARCOS BLVD., 350	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. SAN MARCOS, CA 92069	

Enter the Return Code for the return that this application is for (file a separate application for each return) 0 1

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12
Form 990-T (corporation)	07		

CORRIE AMADOR - 100 E. SAN MARCOS BLVD., SUITE 350 - SAN

• The books are in the care of ► **MARCOS, CA 92069**

Telephone No. ► **760-494-9646** Fax No. ► _____

- If the organization does not have an office or place of business in the United States, check this box
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____. If this is for the whole group, check this box . If it is for part of the group, check this box and attach a list with the names and TINs of all members the extension is for.

1 I request an automatic 6-month extension of time until **MAY 15, 2023**, to file the exempt organization return for the organization named above. The extension is for the organization's return for:

- calendar year _____ or
- tax year beginning **07/01/2021**, and ending **06/30/2022**.

2 If the tax year entered in line 1 is for less than 12 months, check reason: Initial return Final return Change in accounting period

3a If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	\$	0.
b If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	\$	0.
c Balance due. Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	\$	0.

Caution: If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-TE and Form 8879-TE for payment instructions.

LHA **For Privacy Act and Paperwork Reduction Act Notice, see instructions.**

Form **8868** (Rev. 1-2022)

TAXABLE YEAR
2021

**California Exempt Organization
Annual Information Return**

128941 12-29-21
FORM

199

Calendar Year 2021 or fiscal year beginning (mm/dd/yyyy) **07/01/2021**, and ending (mm/dd/yyyy) **06/30/2022**

Corporation/Organization name **MOTIVATED YOUTH ACADEMY** California corporation number **3628915**

Additional information. See instructions. FEIN **46-4505562**

Street address (suite or room) **100 E. SAN MARCOS BLVD., NO. 350** PMB no.

City **SAN MARCOS** State **CA** ZIP code **92069**

Foreign country name Foreign province/state/county Foreign postal code

A First return Yes No
B Amended return Yes No
C IRC Section 4947(a)(1) trust Yes No
D Final information return?
 Dissolved Surrendered (Withdrawn) Merged/Reorganized
 Enter date: (mm/dd/yyyy)
E Check accounting method: (1) Cash (2) Accrual (3) Other
F Federal return filed? (1) 990T (2) 990PF (3) Sch H (990) (4) Other 990 series
G Is this a group filing? See instructions Yes No
H Is this organization in a group exemption Yes No
 If "Yes," what is the parent's name?
I Did the organization have any changes to its guidelines not reported to the FTB? See instructions Yes No
J If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions. Yes No
K Is the organization exempt under R&TC Section 23701g? Yes No
 If "Yes," enter the gross receipts from nonmember sources \$
L Is the organization a limited liability company? Yes No
M Did the organization file Form 100 or Form 109 to report taxable income? Yes No
N Is the organization under audit by the IRS or has the IRS audited in a prior year? Yes No
O Is federal Form 1023/1024 pending? Yes No
 Date filed with IRS

Part I Complete Part I unless not required to file this form. See General Information B and C.

Receipts and Revenues	1	Gross sales or receipts from other sources. From Side 2, Part II, line 8	1	49,027	00
	2	Gross dues and assessments from members and affiliates	2		00
	3	Gross contributions, gifts, grants, and similar amounts received	3	2,574,767	00
	4	Total gross receipts for filing requirement test. Add line 1 through line 3. This line must be completed. If the result is less than \$50,000, see General Information B	4	2,623,794	00
	5	Cost of goods sold	5		00
	6	Cost or other basis, and sales expenses of assets sold	6		00
	7	Total costs. Add line 5 and line 6	7		00
	8	Total gross income. Subtract line 7 from line 4	8	2,623,794	00
Expenses	9	Total expenses and disbursements. From Side 2, Part II, line 18	9	2,210,033	00
	10	Excess of receipts over expenses and disbursements. Subtract line 9 from line 8	10	413,761	00
Filing Fee	11	Total payments	11		00
	12	Use tax. See General Information K	12		00
	13	Payments balance. If line 11 is more than line 12, subtract line 12 from line 11	13		00
	14	Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12	14		00
	15	Penalties and interest. See General Information J	15		00
	16	Balance due. Add line 12 and line 15. Then subtract line 11 from the result	16		00

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign Here Signature of officer **CEO** Title Date **760-494-9646** Telephone

Paid Preparer's Use Only Preparer's signature **MEI-LI HUANG** Date **05/25/23** Check if self-employed **P02383735** Firm's FEIN

Firm's name (or yours, if self-employed) and address **CLIFTONLARSONALLEN LLP** Telephone **41-0746749**

2210 EAST ROUTE 66 Telephone **(626) 857-7300**

May the FTB discuss this return with the preparer shown above? See instructions Yes No

MOTIVATED YOUTH ACADEMY

46-4505562

Part II Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.

128951 01-19-22

Receipts from Other Sources	1	Gross sales or receipts from all business activities. See instructions	•	1		00	
	2	Interest	•	2	1,575	00	
	3	Dividends	•	3		00	
	4	Gross rents	•	4		00	
	5	Gross royalties	•	5		00	
	6	Gross amount received from sale of assets (See instructions)	•	6		00	
	7	Other income SEE STATEMENT 1	•	7	47,452	00	
	8	Total gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	•	8	49,027	00	
	9	Contributions, gifts, grants, and similar amounts paid	•	9		00	
	10	Disbursements to or for members	•	10		00	
	11	Compensation of officers, directors, and trustees SEE STATEMENT 2	•	11	97,141	00	
	12	Other salaries and wages	•	12	1,037,930	00	
	Expenses and Disbursements	13	Interest	•	13		00
		14	Taxes	•	14	36,024	00
		15	Rents	•	15	8,890	00
		16	Depreciation and depletion (See instructions)	•	16		00
		17	Other expenses and disbursements SEE STATEMENT 3	•	17	1,030,048	00
		18	Total expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	•	18	2,210,033	00

Schedule L Balance Sheet	Beginning of taxable year		End of taxable year	
	(a)	(b)	(c)	(d)
Assets				
1 Cash		1,645,495	•	1,243,992
2 Net accounts receivable		1,001,261	•	236,207
3 Net notes receivable			•	
4 Inventories			•	
5 Federal and state government obligations			•	
6 Investments in other bonds			•	
7 Investments in stock			•	
8 Mortgage loans			•	
9 Other investments			•	
10 a Depreciable assets				
b Less accumulated depreciation	()	()		
11 Land			•	
12 Other assets STMT 4		31,297	•	50,271
13 Total assets		2,678,053		1,530,470
Liabilities and net worth				
14 Accounts payable		1,825,294	•	225,769
15 Contributions, gifts, or grants payable			•	
16 Bonds and notes payable			•	
17 Mortgages payable			•	
18 Other liabilities STMT 5		149,020		187,201
19 Capital stock or principal fund			•	
20 Paid-in or capital surplus. Attach reconciliation			•	
21 Retained earnings or income fund		703,739	•	1,117,500
22 Total liabilities and net worth		2,678,053		1,530,470

Schedule M-1 Reconciliation of income per books with income per return			
Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$50,000.			
1 Net income per books	•	413,761	7 Income recorded on books this year not included in this return. Attach schedule
2 Federal income tax	•		8 Deductions in this return not charged against book income this year. Attach schedule
3 Excess of capital losses over capital gains	•		9 Total. Add line 7 and line 8
4 Income not recorded on books this year. Attach schedule	•		10 Net income per return. Subtract line 9 from line 6
5 Expenses recorded on books this year not deducted in this return. Attach schedule	•		
6 Total. Add line 1 through line 5		413,761	

MOTIVATED YOUTH ACADEMY

46-4505562

CA 199	OTHER INCOME	STATEMENT 1
<u>DESCRIPTION</u>		<u>AMOUNT</u>
OTHER MISC REVENUE		47,452.
TOTAL TO FORM 199, PART II, LINE 7		<u>47,452.</u>

CA 199	COMPENSATION OF OFFICERS, DIRECTORS AND TRUSTEES	STATEMENT 2
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<u>NAME AND ADDRESS</u>	<u>TITLE AND AVERAGE HRS WORKED/WK</u>	<u>COMPENSATION</u>
KURT MADDEN 100 E. SAN MARCOS BLVD., 350 SAN MARCOS, CA 92069	CEO 40.00	61,741.
WILLIAM HALL 100 E. SAN MARCOS BLVD., 350 SAN MARCOS, CA 92069	PRESIDENT 5.00	8,700.
MICHAEL HUMPHREY 1782 LA COSTA MEADOWS DR #102 SAN MARCOS, CA 92078	VICE PRESIDENT 5.00	8,700.
STEVE FRAIRE 100 E. SAN MARCOS BLVD., 350 SAN MARCOS, CA 92069	CLERK 5.00	6,000.
PETER MATZ 100 E. SAN MARCOS BLVD., 350 SAN MARCOS, CA 92069	MEMBER 2.00	6,000.
LARRY ALVARADO 100 E. SAN MARCOS BLVD., 350 SAN MARCOS, CA 92069	MEMBER 2.00	6,000.
TOTAL TO FORM 199, PART II, LINE 11		<u>97,141.</u>

MOTIVATED YOUTH ACADEMY

46-4505562

CA 199	OTHER EXPENSES	STATEMENT 3
<u>DESCRIPTION</u>		<u>AMOUNT</u>
INSTRUCTIONAL MATERIALS		111,455.
BUSINESS MEALS		12,074.
PROFESSIONAL DEVELOPMEN		9,126.
SELPA FEES		7,192.
PENSION PLAN CONTRIBUTIONS		116,897.
OTHER EMPLOYEE BENEFITS		137,730.
MANAGEMENT FEES		18,251.
LEGAL FEES		51,157.
ACCOUNTING FEES		4,830.
OTHER PROFESSIONAL FEES		473,347.
OFFICE EXPENSES		34,586.
INFORMATION TECHNOLOGY		24,903.
TRAVEL		3,599.
INSURANCE		17,562.
ALL OTHER EXPENSES		7,339.
TOTAL TO FORM 199, PART II, LINE 17		<u>1,030,048.</u>

CA 199	OTHER ASSETS	STATEMENT 4	
<u>DESCRIPTION</u>		<u>BEG. OF YEAR</u>	<u>END OF YEAR</u>
PREPAID EXPENSES AND DEFERRED CHARGES		31,297.	50,271.
TOTAL TO FORM 199, SCHEDULE L, LINE 12		<u>31,297.</u>	<u>50,271.</u>

CA 199	OTHER LIABILITIES	STATEMENT 5	
<u>DESCRIPTION</u>		<u>BEG. OF YEAR</u>	<u>END OF YEAR</u>
DEFERRED REVENUE		149,020.	187,201.
TOTAL TO FORM 199, SCHEDULE L, LINE 18		<u>149,020.</u>	<u>187,201.</u>

CA 199	FUND BALANCES	STATEMENT 6	
<u>DESCRIPTION</u>		<u>BEG. OF YEAR</u>	<u>END OF YEAR</u>
NET ASSETS WITHOUT DONOR RESTRICTIONS		703,739.	1,117,500.
TOTAL TO FORM 199, SCHEDULE L, LINE 21		<u>703,739.</u>	<u>1,117,500.</u>

022

Date Accepted _____

DO NOT MAIL THIS FORM TO THE FTB

TAXABLE YEAR

2021

California e-file Return Authorization for Exempt Organizations

FORM

8453-EO

Exempt Organization name	Identifying number
MOTIVATED YOUTH ACADEMY	46-4505562

Part I Electronic Return Information (whole dollars only)

1 Total gross receipts (Form 199, line 4)	1	<u>2,623,794</u>
2 Total gross income (Form 199, line 8)	2	<u>2,623,794</u>
3 Total expenses and disbursements (Form 199, line 9)	3	<u>2,210,033</u>

Part II Settle Your Account Electronically for Taxable Year 2021

4 <input type="checkbox"/> Electronic funds withdrawal	4a Amount	4b Withdrawal date (mm/dd/yyyy)
--	-----------	---------------------------------

Part III Banking Information (Have you verified the exempt organization's banking information?)

5 Routing number _____	7 Type of account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
6 Account number _____	

Part IV Declaration of Officer

I authorize the exempt organization's account to be settled as designated in Part II. If I check Part II, box 4, I authorize an electronic funds withdrawal for the amount listed on line 4a.

Under penalties of perjury, I declare that I am an officer of the above exempt organization and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the exempt organization's 2021 California electronic return. To the best of my knowledge and belief, the exempt organization's return is true, correct, and complete. If the exempt organization is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the exempt organization's fee liability, the exempt organization will remain liable for the fee liability and all applicable interest and penalties. I authorize the exempt organization return and accompanying schedules and statements be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. **If the processing of the exempt organization's return or refund is delayed, I authorize the FTB to disclose to the ERO or intermediate service provider the reason(s) for the delay.**

Sign Here _____ _____ **CEO**

Signature of officer Date Title

Part V Declaration of Electronic Return Originator (ERO) and Paid Preparer.

I declare that I have reviewed the above exempt organization's return and that the entries on form FTB 8453-EO are complete and correct to the best of my knowledge. (If I am only an intermediate service provider, I understand that I am not responsible for reviewing the exempt organization's return. I declare, however, that form FTB 8453-EO accurately reflects the data on the return.) I have obtained the organization officer's signature on form FTB 8453-EO before transmitting this return to the FTB; I have provided the organization officer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2021 Handbook for Authorized e-file Providers. I will keep form FTB 8453-EO on file for **four** years from the due date of the return or **four** years from the date the exempt organization return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above exempt organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

ERO	ERO's signature	MEI-LI HUANG	Date	Check if also paid preparer <input checked="" type="checkbox"/>	Check if self-employed <input type="checkbox"/>	ERO's PTIN P02383735
Must Sign	Firm's name (or yours if self-employed) and address	CLIFTONLARSONALLEN LLP 2210 EAST ROUTE 66 GLENORA, CA				Firm's FEIN 41-0746749 ZIP code 91740

Under penalties of perjury, I declare that I have examined the above organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

Paid Preparer	Paid preparer's signature		Date	Check if self-employed <input type="checkbox"/>	Paid preparer's PTIN
Must Sign	Firm's name (or yours if self-employed) and address				Firm's FEIN ZIP code

FTB 8453-EO 2021

Coversheet

Approval of Group Term Life Insurance Agreement with Securian Financial

Section: XII. Personnel Services
Item: A. Approval of Group Term Life Insurance Agreement with Securian Financial
Purpose: Vote
Submitted by: Gigi Lenz
Related Material: Life Access Agreement - Motivated Youth Academy (1).pdf

BACKGROUND:

Due to changes in benefit premiums and carrier options, Motivated Youth Academy(MYA) sought out options for a new group term life insurance plan. MYA has chosen to move from Bolton & Company to Ochs Life, with a new plan offering through Securian Financial Group.

RECOMMENDATION:

It is recommended the Board approve the Securian Financial proposal as presented.

Fiscal Impact: None

Access Agreement Overview

In recent years, there has been a global increase in the importance and awareness of information security and privacy issues. Like many companies, Securian Financial (Minnesota Life Insurance Company and Securian Life Insurance Company) is firmly committed to protecting the privacy and security of individual insured/employee information.

LifeBenefitsExtra is a website available to you to help manage your group life insurance plan. Through this website, we are able to share information quickly and easily. Technology, however, presents unique risks to privacy (e.g., keeping passwords secure, canceling passwords for terminating employees, etc.). To help protect the privacy and security of individual insured/employee information, Securian Financial requires clients to execute an Access Agreement in order to access individual insured/employee information via our website, LifeBenefitsExtra.

This position is supported by legal requirements applicable to Securian Financial including the Gramm-Leach-Bliley Act and state insurance regulations which require Securian Financial to respect the privacy of its insureds and to protect the security and confidentiality of their non-public personal information. One of the many ways we meet our legal obligations is to establish written commitments for the protection and privacy of our insureds' nonpublic personal information.

Group Policy Information Access Agreement
**Securian Life Insurance Company
Minnesota Life Insurance Company**

 400 Robert Street North, St. Paul, MN 55101-2098

This Group Policy Information Access Agreement (the "Agreement"), is effective (date) _____, by and between Minnesota Life Insurance Company and/or Securian Life Insurance Company (individually or collectively referred to as "Securian Financial"), and _____ ("Client").

WHEREAS, Securian Financial has issued to Client one or more insurance policies (collectively the "Policy"), as specified on Exhibit A; and

WHEREAS, Client wishes to receive certain information related to the administration of the Policy for distribution to certain of its employees and other individuals (the "Authorized Persons," as further defined below); and

WHEREAS, Securian Financial has agreed to provide such information, subject to the provisions of this Agreement.

NOW THEREFORE, for good and valuable consideration the parties agree as follows:

I. Definitions

- a. Client - Client shall include any and all parents, subsidiaries, affiliates, or subunits of Client.
- b. Authorized Persons - Collectively each director, officer, employee, agent, or third party that has a need to know the Confidential Information as defined herein. An Authorized Person shall cease being an Authorized Person if he or she leaves the employ of Client or otherwise severs his or her relationship with Client.
- c. Confidential Information – shall include all information described in Article II of this Agreement.
- d. Site - an internet site with access restricted to Authorized Persons through which the Confidential Information may be provided.

II. Confidentiality; Authorized Use of Confidential Information

- a. Securian Financial may from time to time disclose to Client information proprietary and secret to Securian Financial and information which is personal and confidential to persons insured under the Policy. Such information, collectively, is "Confidential Information."
- b. Client agrees to safeguard and hold confidential from disclosure to any person, other than an Authorized Person, any and all Confidential Information provided by Securian Financial.
- c. Client shall use the Confidential Information only for a legitimate business use in connection with the administration of the Policy.
- d. Client agrees to store the Confidential Information in a secure manner and to use the same degree of care that it uses to protect its own confidential and proprietary information in order to prevent unauthorized use, disclosure, or availability of Confidential Information.
- e. Securian Financial reserves the right to audit Client for compliance with the security and confidentiality provisions of this Agreement. Any such audit shall be at Securian Financial's expense, upon reasonable written notice and during normal business hours.
- f. Confidential Information subject to this section shall not include information which is or becomes (1) publicly known through no fault of Client; (2) known to Client through independent discovery or from third parties not under an obligation of confidence; (3) required to be disclosed by Client by applicable law, by any court, governmental agency or regulatory authority or by subpoena or discovery request in pending litigation; or (4) independently developed by Client without use of Confidential Information.

III. Client's Duties and Responsibilities Regarding Authorized Persons

- a. Prior to an Authorized Person gaining access to the Site, Client shall provide to Securian Financial, in a format and a manner mutually agreed upon, certain information by which Securian Financial may identify the Authorized Person.
- b. Client agrees to take all reasonable steps to ensure that Authorized Persons sign a "user agreement" electronically when such Authorized Person first accesses the Site.
- c. Client agrees to inform Securian Financial if an Authorized Person ceases to be an Authorized Person for any reason including, but not limited to, termination of or change in employment.

IV. Breach

The parties acknowledge that monetary damages may be inadequate for breach of this Agreement and agree that, in addition to other legal remedies, the parties may seek injunctive relief to enforce the terms of this Agreement.

V. No Warranties

All Confidential Information is provided "as is" without warranty of any kind either express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security, or accuracy.

VI. Copyright/Trademarks

The trademarks, logos, and service marks ("Marks") displayed on the Site are the property of Securian Financial and other parties. The use of any Marks without the written permission of Securian Financial or such third party that may own the Marks is prohibited. The Site is protected by copyright as to content, presentation, and design. Authorized Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works, or using any content, presentation, or design on the Site for commercial, for-profit, or public purposes.

VII. Governing Law

This Agreement shall be construed and the rights of the parties governed by the laws of the State of Minnesota.

VIII. Site Ownership

No title or rights to the computer code used to generate the Site, content of the Site, or domain name is transferred to Client by this or any other Agreement.

IX. Term

Either party may terminate this Agreement for any reason upon giving at least a 30-day notice to the other party. Articles II and III shall survive the termination of this Agreement.

X. Miscellaneous

This Agreement will be construed to constitute a separate and distinct Agreement between each Company and the Client. The duties and obligations of each Company under this Agreement are several and not joint and apply only to business issued under its insurance policies referenced in Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written below.

Securian Financial

By: Susan McInson-Regala

By: _____
Sign name

Sign name

Print name

Print name

Title

Title

Date

Date

Exhibit A

Insurance Policy(ies) Issued to Client

Policy Number

Description of Policy

Coversheet

Approval of New Board Policies

Section: XIII. Policy Development
Item: A. Approval of New Board Policies
Purpose: Vote
Submitted by: Bill Dobson
Related Material: 2023 MYA 3130 Record Retention and Disposal Policy.docx.pdf

BACKGROUND:

The records of Motivated Youth Academy (“MYA”) are important to the efficient and effective operation of the Charter School. MYA records include those produced by MYA’s administrators, employees, volunteers, and board members, both in electronic and paper form, when acting in the course and scope of their roles at MYA, and/or using MYA’s computers, email accounts, or other electronic storages devices owned or controlled by MYA. Items that may seem unimportant, such as interoffice e-mails, desktop calendars, and printed memoranda nonetheless may be considered records under this Policy.

The purpose of this Policy is to ensure that necessary records of MYA are adequately protected and maintained, and to ensure that records no longer needed by MYA or that are of no value are appropriately discarded at the proper time. This Policy should also aid administrators, employees, volunteers, and board members of MYA (sometimes referred to herein as “you”) in understanding obligations in retaining electronic documents, including e- mail, web files, text files, sound and movie files, .pdf documents, and Microsoft Office or other native-formatted files. If you are ever uncertain as to any procedures set forth in this Policy (e.g., what records to retain or destroy, when to do so, or how), it is your responsibility to seek direction from the Administrator of this Policy (defined below).

Federal and state laws require MYA to maintain certain types of records for particular periods. Failure to maintain such records could subject MYA to penalties and fines, obstruct justice, affect evidence, and/or seriously harm MYA’s position in a tax or litigation matter. Thus, it is important that you understand and comply with this Policy and any future records retention or destruction policies and schedules. Notwithstanding anything contrary in this Policy, you should retain and seek direction from the Administrator concerning any records which you reasonably believe:

- (i) are or could be relevant to any future tax or litigation matter;
 - 1. arise from a dispute that could lead to litigation; or
 - 2. pertain to a lawsuit in which MYA is a party.

In such situations, MYA must preserve records unless or until MYA’s legal counsel determines that the records are no longer needed.

This policy was recommended by Young, Minney & Corr (YMC). MYA Staff worked with YMC to tailor the policy to MYA.

RECOMMENDATION:

It is recommended the Board approve the proposed Board Policy 3130 - MYA Record Retention and Disposal Policy as presented.

Fiscal Impact: None

RECORD RETENTION AND DISPOSAL POLICY**Purpose**

The records of Motivated Youth Academy (“MYA” or the “Charter School”) are important to the efficient and effective operation of the Charter School. MYA records include those produced by MYA’s administrators, employees, volunteers, and board members, both in electronic and paper form, when acting in the course and scope of their roles at MYA, and/or using MYA’s computers, email accounts, or other electronic storages devices owned or controlled by MYA. Items that may seem unimportant, such as interoffice emails, desktop calendars, and printed memoranda nonetheless may be considered records under this Policy.

The purpose of this Policy is to ensure that necessary records of MYA are adequately protected and maintained, and to ensure that records no longer needed by MYA or that are of no value are appropriately discarded at the proper time. This Policy should also aid administrators, employees, volunteers, and board members of MYA (sometimes referred to herein as “you”) in understanding obligations in retaining electronic documents, including e- mail, web files, text files, sound and movie files, .pdf documents, and Microsoft Office or other native-formatted files. If you are ever uncertain as to any procedures set forth in this Policy (e.g., what records to retain or destroy, when to do so, or how), it is your responsibility to seek direction from the Administrator of this Policy (defined below).

Policy and Scope

This is MYA’s formal policy (the “Policy”) regarding the retention and destruction of records, including electronic documents. This Policy applies to all physical records generated in the course of MYA’s operation, including both original documents and reproductions. It also applies to electronic documents.

The goals of this Policy are to:

- Retain important documents for reference and future use;
- Delete or dispose of documents that are no longer necessary for the operation of MYA;
- Organize important documents for efficient retrieval; and
- Ensure that MYA’s administrators, employees, volunteers, and board members know which documents should be retained, the length of their retention, means of storage, and when and how they should be destroyed.

Federal and state laws require MYA to maintain certain types of records for particular periods.

Motivated Youth Academy

Policy Adopted:

Revision Adopted:

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RECORD RETENTION AND DISPOSAL POLICY

Failure to maintain such records could subject MYA to penalties and fines, obstruct justice, affect evidence, and/or seriously harm MYA's position in a tax or litigation matter. Thus, it is important that you understand and comply with this Policy and any future records retention or destruction policies and schedules. Notwithstanding anything contrary in this Policy, you should retain and seek direction from the Administrator concerning any records which you reasonably believe:

- (i) are or could be relevant to any future tax or litigation matter;
- (ii) arise from a dispute that could lead to litigation; or
- (iii) pertain to a lawsuit in which MYA is a party. In such situations, MYA must preserve records unless or until MYA's legal counsel determines that the records are no longer needed.

“Records” discussed herein refers to all business records of MYA (and is used interchangeably with “documents”), including written, printed, and recorded materials, as well as electronic records (i.e., e-mails and documents saved electronically). All records shall be retained for a period no longer than necessary for the proper conduct and functioning of MYA. No business records shall be retained longer than seven (7) years, except those that: (i) have periods provided for herein; (ii) are in the Record Retention Schedule, found at Appendix A; or (iv) are specifically exempted by the Administrator.

Administration and Oversight

Attached as **Appendix A** is a Record Retention Schedule (the “RRS”) that is approved as the initial maintenance, retention, and disposal schedule for physical records of MYA and the retention and disposal of electronic documents. The RRS lists several categories of records, as well as specific records that contain specific retention periods. The Executive Director of MYA (the “Administrator”) or designee is the officer in charge of the administration of this Policy and the implementation of processes and procedures to ensure that the Record Retention Schedule is followed. The Administrator is also authorized to: (i) make modifications to the RRS from time to time to ensure that it is in compliance with local, state and federal laws and includes the appropriate document and record categories for MYA; (ii) monitor local, state and federal laws affecting record retention; (iii) annually review the record retention and disposal program; and (iv) monitor compliance with this Policy.

To ensure compliance with this Policy, the Administrator is responsible for the following oversight functions:

- Implementing this Policy;
- Ensuring that administrators, employees, volunteers, and board members are properly informed, understand, and follow this Policy and the RRS;
- Providing oversight on actual retention and destruction/disposal of documents;
- Ensuring proper storage of documents;
- Periodically following-up with counsel to ensure proper retention periods are in

RECORD RETENTION AND DISPOSAL POLICY

place;

- Suspending the destruction of documents upon actual or foreseeable litigation; and
- Keeping administrators, employees, volunteers, and board members apprised of changes in relation to this Policy or the RRS.

The Administrator shall periodically review this Policy and RRS, modify them accordingly, and inform and educate all MYA administrators, employees, volunteers, and board members on any such changes. All questions relating to document retention and/or destruction should be directly addressed to the Administrator.

How Records are StoredTangible Records

Tangible records are those which you must physically move to store, such as paper records (including records printed versions of electronically saved documents), photographs, audio recordings, advertisements and promotional items. Active records that are retained as set forth in the RRS and need to be easily accessible may be stored in MYA's administration space or equipment. Inactive tangible records that are retained as set forth in the RRS may be sent to an off-site storage facility.

Electronic Records

Electronic mail ("e-mail") that is required to be retained as set forth in the RRS should be either printed and stored as tangible records or stored electronically. MYA utilizes computer applications that duplicate files, which are then backed-up on central servers or by other means. If you have a notebook computer or other portable device from MYA that you work on out of the office, your computer should contain synchronization software that duplicates and backs-up files when you log into the network. In any event, it is important that all employees take precautionary measures to save work and records on MYAs' network drive(s). If you save sensitive or important records on other drives or memory devices, you should duplicate the information in an alternate format so that records are not lost or damaged.

Destruction/Deletion of RecordsTangible Records

Tangible records that are not required to be retained as set forth in the RRS should be destroyed by shredding or some other means that will render them unreadable. If you have a record that you do not know how to destroy, such as a photograph, compact disk, or tape recording, ask the advice

RECORD RETENTION AND DISPOSAL POLICY

of the Administrator.

Electronic Records

E-mail records that you “delete” from a device typically remain in MYA’s system. Thus, MYA information technology (“IT”) staff or vendors will be responsible for permanently removing deleted emails from the computer system that are not required to be retained as set forth in the RRS. Permanently deleting a file is usually sufficient in most circumstances to dispose of a record. However, because electronic records can be stored in many locations, MYA’s IT staff or vendor will be responsible for permanently removing deleted files from the entire system. Keep in mind, where duplicate records are involved, both/all copies should be destroyed/deleted, where proper.

Suspension of Record Disposal in the Event of Litigation or Claims

In the event MYA is served with a document subpoena, or an employee becomes aware of a governmental investigation or audit concerning MYA or the commencement of any litigation against or concerning MYA, such employee shall inform the Administrator and any further disposal of documents shall be suspended until such time as the Administrator, with the advice of counsel, determines otherwise. The Administrator shall take such steps as is necessary to promptly inform all staff of any suspension in the further disposal of documents.

RECORD RETENTION AND DISPOSAL POLICY**APPENDIX A - RECORD RETENTION SCHEDULE**

The following types of documents will be retained for the following periods of time. At least one copy of each document will be retained according to the following schedule:

A. CORPORATE RECORDS

Document	Time Period
Articles of Incorporation	Permanent
Corporate Bylaws	Permanent
IRS Form 1023 to file for tax-exempt and/or charitable status	Permanent
IRS Letter of Determination granting tax exempt status	Permanent
State Application for Tax Exempt Status (Form 3500)	Permanent
State Determination Letter granting tax exempt status	Permanent
Board Policies/Resolutions	Permanent
Board and Committee Meeting Minutes	Permanent
Sales Tax Exemption Documents	Permanent
Tax ID Number Designations	Permanent
Annual Corporate Filings	Permanent
Licenses and Permits	Permanent

B. FINANCIAL RECORDS

Document	Time Period
Chart of Accounts	Permanent
Fiscal Policies and Procedures	Permanent
Audits	Permanent
Financial Statements	Permanent
General Ledger	Permanent
Check Registers/Books	7 years
Business Expenses Documents	7 years
Bank Statements and Bank Deposit Slips	7 years
Cancelled Checks	7 years
Invoices	7 years
Investment Records (deposit, earning, withdrawals)	7 years
Property and Asset inventories	7 years
Petty cash receipts /documents	7 years
Credit card receipts	7 years

C. INSURANCE RECORDS

Document	Time Period
Property Insurance Policy	Permanent
Directors and Officers Insurance Policy	Permanent
Workers' Compensation Insurance Policy	Permanent
General Liability Insurance Policy	Permanent
Insurance Claims Applications	Permanent

Motivated Youth Academy

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Business/Non Instructional**3130-MYA****RECORD RETENTION AND DISPOSAL POLICY**

Insurance Disbursements/Denials	Permanent
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D. CONTRACTS

Document	Time Period
All Insurance Contracts	Permanent
Employment Contracts	7 years after termination
Construction Contracts	Permanent
Loan/Mortgage and Real Estate Documents	Permanent
Leases/Deeds	Permanent
Vendor Contracts	7 years
Warranties	7 years

E. LEGAL RECORDS

Document	Time Period
Legal Correspondence	Permanent
Litigation Files	Permanent
Court Orders	Permanent

F. DONATIONS / FUNDRAISING RECORDS

Document	Time Period
Grant Dispersal Contract	Permanent
Donor Lists	7 years
Grant Applications	7 years
Donor Acknowledgments	7 years
All requested IRS/grantee correspondence including determination letters and “no change” in exempt status letters	7 years
All evidence of returned grant funds	7 years

G. MANAGEMENT PLANS AND PROCEDURES

Document	Time Period
Strategic Plan	7 years
Staffing, programs, marketing, finance, fundraising and evaluation plans	7 years
Disaster Recovery Plan	7 years

H. PERSONNEL RECORDS

General Principle: Pension documents and supporting employee data shall be kept in such a manner that can establish at all times whether or not any pension is payable to any person and if so the amount of such pension.

Document	Time Period
Recruitment, Hiring and Job Placement Records <ul style="list-style-type: none"> ● Job applications 	3 years after separation, or for the duration of any claim or litigation

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RECORD RETENTION AND DISPOSAL POLICY

<ul style="list-style-type: none"> ● Resumes ● Letters of recommendation ● Other job inquiries sent to MYA ● Job advertisements/postings ● Results of non-medical pre-employment tests ● Offers of employment ● Employment agreements ● Signed pre-employment disclosures (employee handbook acknowledgment, complaint procedures, etc.) ● Employee training (harassment prevention, mandated reporting, etc.) ● Employee certificates, credentials, licenses, and other evidence of qualifications ● Certificate of criminal background check clearance (or failure) 	<p>regarding hiring practices</p>
<p>Employee Performance and Other Personnel Records</p> <ul style="list-style-type: none"> ● Job descriptions ● Training and testing ● Performance goals ● Performance evaluations ● Written feedback and commendations ● Promotions and demotions ● Letters of reprimand and discipline ● Performance Improvement Plans ● Termination, resignation, lay-offs, etc. ● Notices and letters 	<p>3 years after separation</p>
<p>Employee Medical Leave Records (PDL, FMLA, CFRA, etc.) *</p> <ul style="list-style-type: none"> ● Requests for leave ● Health care provider notes ● Leave calculations ● Records of disputes regarding leave ● Employee benefits related to leave ● Leave policies 	<p>3 years after separation</p> <p>* Records that contain employee confidential medical information should be retained in a separate, secure file.</p>
<p>Employee Wage Records</p> <ul style="list-style-type: none"> ● Employment agreements ● Wage rates and calculations ● Shift schedules (hours and days) ● Time cards ● Individual calculations for absences, sick days, vacation days, etc. ● Itemized wage statements/pay stubs 	<p>3 years after separation</p> <p>Note: If a record is both a <i>wage record</i> and a <i>payroll record</i>, follow the longer retention period.</p>

Business/Non Instructional**3130-MYA****RECORD RETENTION AND DISPOSAL POLICY**

<p>Employee Payroll Records</p> <ul style="list-style-type: none"> ● Employee name, address, age, and occupation ● Individual wage records ● Regularly hourly rate ● Hours worked (daily/weekly) ● Weekly overtime earnings ● Daily and weekly straight time earnings ● Deductions from or additions to wages ● Wages paid each pay period ● Pay dates and pay periods ● Unemployment Insurance Records 	Generally, 7 years
Employment Eligibility (I-9 Forms)	The later of (a) 1 year after separation, or (b) 3 years from date of hire.
<p>Employee Health Records*</p> <ul style="list-style-type: none"> ● First-aid records ● Job injuries (causing loss of work time) ● Drug and alcohol test records 	<p>5 years after separation</p> <p>* Records that contain employee confidential medical information should be retained in a separate, secure file.</p>
<p>Employee Workers' Compensation Records</p> <ul style="list-style-type: none"> ● Copies of claim forms ● Reports of occupational injury or illness ● Letters of denial of benefits ● Reports to the Division of Workers' Compensation ● Benefits paid ● Estimates of future benefits ● Applications to the Workers' Compensation Appeals Board ● Orders and Awards of the Workers' Compensation Appeals Board 	<p>5 years after date of injury and 2 years after claim has been closed.</p> <p>* Records that contain employee confidential medical information should be retained in a separate, secure file.</p>
<p>Employee Benefit Records</p> <ul style="list-style-type: none"> ● Benefits elections ● Beneficiary designations ● Eligibility determinations ● COBRA notices ● Summary plan descriptions ● Other welfare benefit plan information (life, health, disability, long-term care, post-retirement medical) 	<p>6 years after separation, but not less than 1 year following a plan termination.</p> <p>* Records required to determine retirement benefits, including 401(k) and similar plans, must be kept indefinitely.</p>
Chemical Safety and Toxic Exposure Records	30 years after separation (medical

RECORD RETENTION AND DISPOSAL POLICY

	records of employees who have worked for less than (1) year for the employer need not be retained beyond the term of employment if they are provided to the employee upon the termination of employment)
<p>Note: For simplicity, MYA may choose to keep the majority of an employee’s personnel file and other records <i>for the duration of employment plus four (4) years</i>. This time period covers nearly every law, with the exception of three (3) types of records, as outlined above, that must be removed from a file before it is disposed of and retained for a longer duration:</p> <ul style="list-style-type: none"> ● Pension and welfare plan information (6 years) ● First aid records of job injuries causing loss of work time (5 years) ● Safety and toxic or chemical exposure records, including safety data sheets (30 years) 	

I. TAX RECORDS

General Principle: MYA must keep books of account or records as are sufficient to establish the amount of gross income, deductions, credits, or other matters required to be shown in any tax return.

These documents and records shall be kept for as long as the contents thereof may become material in the administration of federal, state, and local income, franchise, sales and property tax laws.

Document	Time Period
IRS Annual Tax Filing Form 990	Permanent
FTB Annual Form 199	Permanent
Payroll Registers	Permanent
IRS Form 1099 Filings	7 years
Payroll tax returns and withholding returns	7 years
Earnings records	7 years
W-2 statements	7 years

J. STUDENT RECORDS

Document	Time Period
Mandatory Permanent (Original or copy)	5 years after the expected graduation year of a given student, mandatory permanent records are
(A) Legal name of student	
(B) Date of Birth	
(C) Method of verification of birth	
(D) Sex of student	

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(E) Place of birth	digitized and maintained electronically.
(F) Name and address of parent of minor student	
- Address of minor student if different than above.	
- An annual verification of the name and address of the parent and the residence of the student.	
(G) Entering and leaving date of each school year and for any summer session or other extra session	
(H) Subjects taken during each year, half-year, summer session or quarter	
(I) If marks or credit are given, the mark or number of credits toward graduation allows for work taken.	
(J) Verification of or exemption from required immunizations	
(K) Related Master Agreement (independent study) student documents	
Mandatory Interim (Original or copy)	
(A) A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible pupil, or a dependent adult pupil, or an adult pupil, or the custodian of records.	
(B) Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver.	
(C) Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge.	
(D) Language training records.	
(E) Progress slips and/or notices as required by Education Code Sections 49066 and 49067.	
(F) Parental restrictions regarding access to directory information or related stipulations.	
(G) Parent or adult pupil rejoinders to challenged records and to disciplinary action.	
(H) Parental authorizations or prohibitions of pupil participation in specific programs.	
(I) Results of standardized tests administered within the preceding three years.	
Permitted Records (Original or copy)	At least 6 months after the student's completion of or withdrawal from the charter school.
(A) Objective counselor and/or teacher ratings.	
(B) Standardized test results older than three years.	
(C) Routine discipline data <i>(not including expulsion</i>	

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<i>orders).</i>	
(D) Verified reports of relevant behavioral patterns.	
(E) All disciplinary notices (<i>not including expulsion orders</i>).	
(F) Attendance records not used for apportionment or compulsory education (<i>i.e. attendance rosters, truancy letters, SART/SARB contract, etc.</i>).	
Miscellaneous	
Individual student injury record for which a claim was filed	1 year after the claim has been settled or after the statute of limitations has run out.
Emails	If an email falls into one of the above categories for permanent, interim, or permitted records, it shall be printed, placed in the student's file, and maintained consistent with the time periods above.

K. CORRESPONDENCE AND INTERNAL MEMORANDA

General Principle: Most correspondence and internal memoranda should be retained for the same period as the document they pertain to or support. For instance, a letter pertaining to a particular contract would be retained as long as the contract. It is recommended that records that support a particular project be kept with the project and take on the retention time of that particular project file.

Correspondence or memoranda that do not pertain to documents having a prescribed retention period, or draft correspondence or memoranda, should generally be discarded sooner. These may be divided into two general categories:

- Those pertaining to routine matters and having no significant, lasting consequences may be discarded at any time and at least *within two years*. Some examples include:
 - Routine letters and notes that require no acknowledgment or follow-up, such as notes of appreciation, congratulations, letters of transmittal, and plans for meetings.
 - Form letters that require no follow-up.
 - Letters of general inquiry and replies that complete a cycle of correspondence.
 - Letters or complaints requesting specific action that have no further value after changes are made or action taken (such as

RECORD RETENTION AND DISPOSAL POLICY

name or address change).

- Other letters of inconsequential subject matter or that definitely close correspondence to which no further reference will be necessary.
- Chronological correspondence files.

Please note that copies of interoffice correspondence and documents where a copy will be in the originating department file may be read and destroyed, unless that information provides reference to or direction to other documents and must be kept for project traceability.

- Those pertaining to non-routine matters or having significant lasting consequences should generally be retained permanently.

L. ELECTRONIC DOCUMENTS

- **Electronic Mail:** Not all email needs to be retained, depending on the subject matter.
 - All email—from internal or external sources—may be deleted immediately unless the content of the email requires it to be retained under any sections of this Policy. The length of time that an email should be retained should be based upon the content of the email and the category under the various sections of this Policy.
 - Staff will strive to keep all of their e-mail communication related to MYA issues.
 - You will not store or transfer MYA-related e-mail on non-work-related computers except as necessary or appropriate for MYA purposes.
 - You will take care not to send confidential/proprietary information of MYA to outside sources.
- **Electronic Documents**, including Microsoft Office Suite and PDF files. Retention also depends on the subject matter.
 - PDF documents – The length of time that a PDF file should be retained should be based upon the content of the file and the category under the various sections of this Policy.
 - Text/formatted files – You will conduct annual reviews of all text/formatted files (e.g., Microsoft Word documents) and will delete all those you consider unnecessary or outdated.

MYA does not automatically delete electronic files beyond the dates specified in this Policy, but may do so at its discretion otherwise in accordance with this Policy. It is your responsibility to adhere to the guidelines specified in this Policy.

RECORD RETENTION AND DISPOSAL POLICY

MYA shall regularly run a tape backup copy or equivalent via remote backup of all electronic files (including e-mail) on MYA's server(s). This backup is a safeguard to retrieve lost information within a one-year retrieval period should documents on the network experience problems. The backup copy is considered a safeguard for the record retention system of MYA, but is not considered an official repository of MYA's records. All monthly and yearly tapes are stored offsite.

In certain cases a document will be maintained in both paper and electronic form. In such cases the official document will be the electronic document.

Coversheet

Local Control & Accountability Plan (LCAP) 2023-2024

Section: XIV. Public Hearings
Item: A. Local Control & Accountability Plan (LCAP) 2023-2024
Purpose: Discuss
Submitted by:
Related Material: MYA Operations and Accountability LCAP Overview 2023 (2).pdf

Motivated Youth Academy 2023 Local Control Accountability Plan (LCAP)

Melissa Blitzstein, Interim Assistant Director
June 15, 2023





What is the LCAP?

- Three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities
- 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

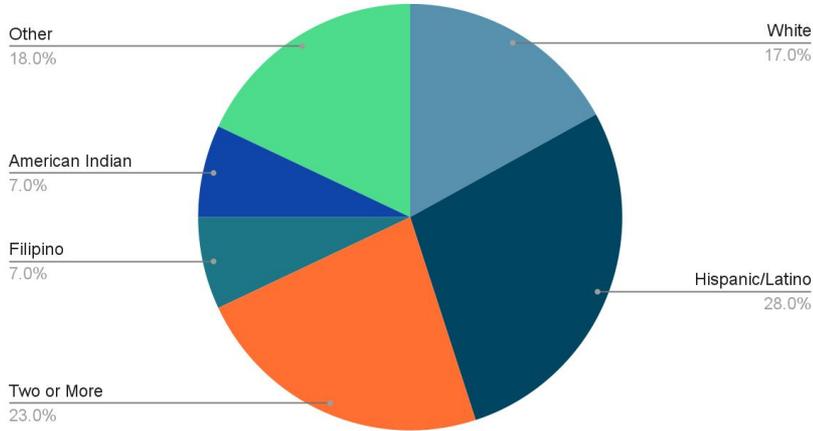


Engaging Educational Partners

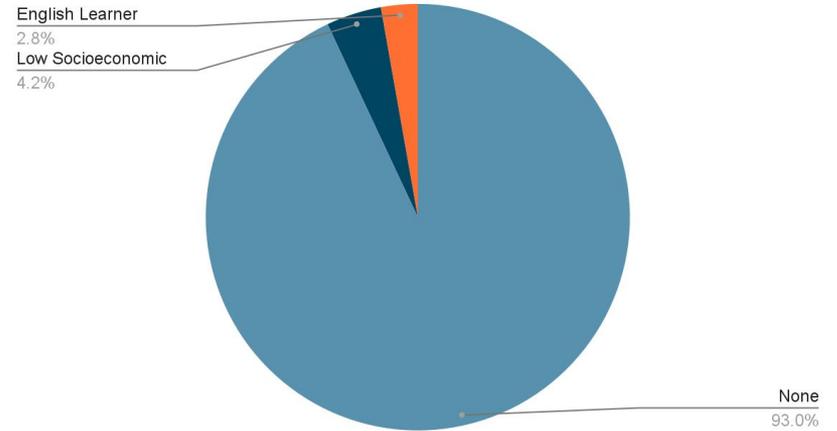
- MYA engages educational partners throughout the process of creating the LCAP
- We engage, connect, and utilize partnerships to identify strategies that benefit students in the following ways:
 - Monthly staff meetings
 - Quarterly School Site Council (SSC) Meetings
 - Quarterly Educational Partner Advisory Committee (EPAC) Meetings
 - SELPA LCAP Review
 - School Board Public Meetings

Educational Partner Input Survey

Input Survey Ethnicities



Input Survey Groupings



- 100% of survey respondents overall, feel satisfied with their child’s school.
- 97.2% of survey respondents overall, feel satisfied with the school in providing student support in attaining academic goals.
- 95.7% of survey respondents overall, feel satisfied with the school in providing input opportunities to participate in the school and their child’s education.

LCAP Goals

The LCAP is a tool for setting goals and planning actions to meet those goals to improve student performance.





Goal 1 - Increase Academic Achievement

- Improve academic achievement of all students
- Effective instruction
- Challenging and engaging curriculum
- Aligned assessments in language arts, mathematics, and reading comprehension
- Promote progress of all students, including unduplicated students



Goal 1 and State Priorities

- Broad goal focused on improving student performance
- Aligned with State Priorities:
 - Basic: Qualified and effective teachers
 - State standards-aligned curriculum
 - Pupil Achievement
 - Course Access: adopted core curriculum
 - Pupil Outcomes: core curriculum grades 7-12



Goal 1 Analysis

- Effectiveness
 - All students created a Motivated Youth Personalized Learning Adventure Now (MY PLAN)
 - The school counselor reviewed transcripts and supported targeted interventions for students in need
 - All students have access to a broad course of study
 - Students meet with teachers weekly
 - Student Success Coordinator (SSC) worked to remove barriers so students can focus on engagement and academic success.
 - The school's chronic absenteeism rate decreased by 10%
- Growth
 - Continue to develop ways to decrease chronic absenteeism and increase student engagement
 - Continue using weekly communication to provide parent updates and learning



Goal 2 - Positive School Climate

- Promote a high ADA
- Promote a positive school climate
- High-quality teachers, best practices, and interventions
- Ensure student engagement and success
- Positive school climate for all students, including unduplicated students



Goal 2 and State Priorities

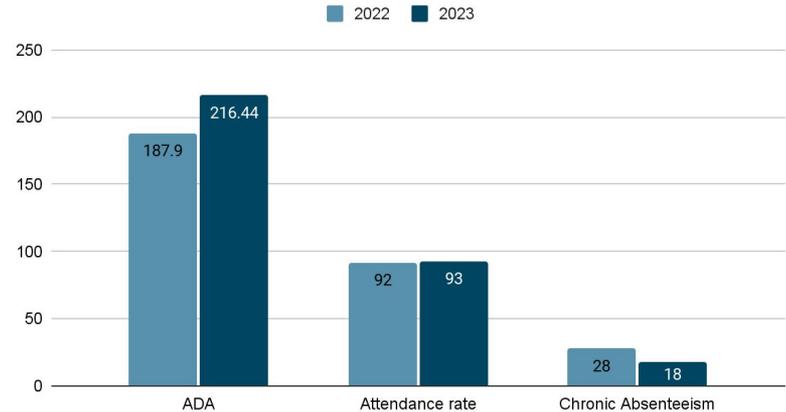
- Maintenance goal focused on regular attendance and student achievement
- Aligned with State Priorities:
 - Basic: Qualified and effective teachers
 - State standards-aligned curriculum
 - Pupil Achievement: equity in education, assessment, curriculum and instruction
 - Pupil Engagement: attendance
 - School Climate: sense of safety and school connectedness



Goal 2 Analysis

- Effectiveness
 - Maintained highly-qualified teachers, adding 3 new Teachers of Record and one SPED Educational Specialist
 - Training in mental health awareness, suicide awareness, prevention, and postvention training for all staff and continued mental health referral process
 - MYA staff, students, and families meet weekly at mutually-agreed-upon locations
- Growth
 - Identifying, monitoring, and supporting students that struggle with attendance
 - Frequent contact with educational partners to update them on student progress

School Climate Measures





Goal 3 - Communication with Educational Partners

- Establish connections and partnerships with families and communities
- Increase engagement, involvement, and ensure safety and satisfaction
- Support learning and achievement for all students, including unduplicated student groups
- Effective and meaningful communication will provide opportunities for input in decision making



Goal 3 and State Priorities

- Maintenance goal focused on establishing connections and partnerships in education
- Aligned with State Priorities:
 - Educational partner involvement: effort to seek input and participation
 - Pupil Engagement: school attendance rates
 - School Climate: sense of safety and school connectedness

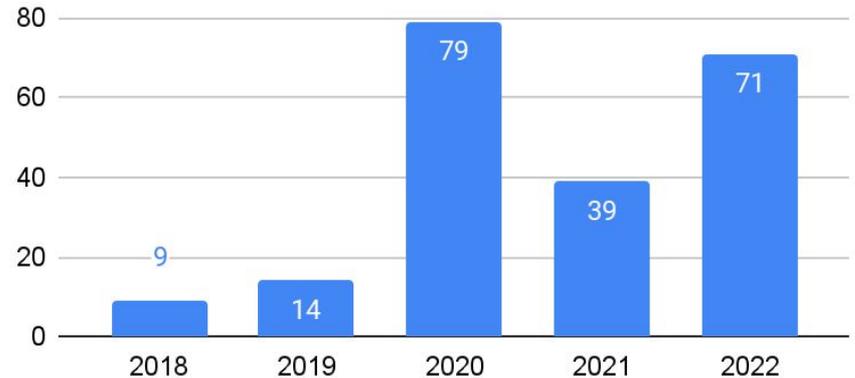


Goal 3 Analysis

- Effectiveness
 - Increased input survey participation rate by 82.05%
 - Building partnerships with SSC and EPAC, Weekly Wednesday Wisdom emails, and regular social media posts
 - Operations of the school maintained by director through various partners
- Growth
 - Develop opportunities for students to participate in group activities

LCAP Input Survey Participation Rate

Motivated Youth Academy Charter School





Goal 4 - Graduation and College and Career Preparation

- Ensure that students are on track to graduate from high school
- Access to college and career technical education for all students, including unduplicated students



Goal 4 and State Priorities

- Broad goal focused on supporting students towards graduation and college and career preparedness
- Aligned with State Priorities:
 - Basic: Qualified and effective teachers
 - State standards-aligned curriculum
 - Pupil Engagement: school attendance and chronic absenteeism
 - School Climate: sense of safety and school connectedness
 - Course Access
 - Pupil Outcomes



Goal 4 Analysis

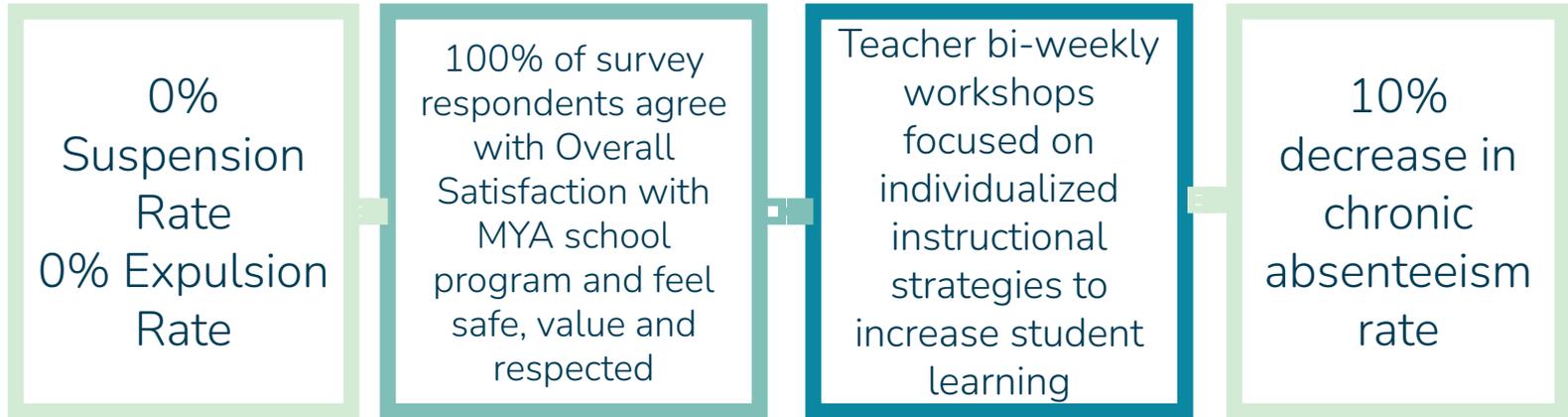
- Effectiveness
 - Developing a comprehensive College and Career Readiness program, including Career Development and Internship Opportunities
 - Monitoring students moving from middle to high school to identify struggling students
 - Transcript review
 - Transit pass and YMCA pass available to all students
- Growth
 - Counseling available for post-secondary planning
 - Connect students to the Possibility Project
 - Monitor students' post-graduation pathways
 - Improve options to fulfill the College and Career Indicator (CCI) on the CA School Dashboard
 - Improve the number of students who participate in The Race to Submit FAFSA

Reflections and Next Steps

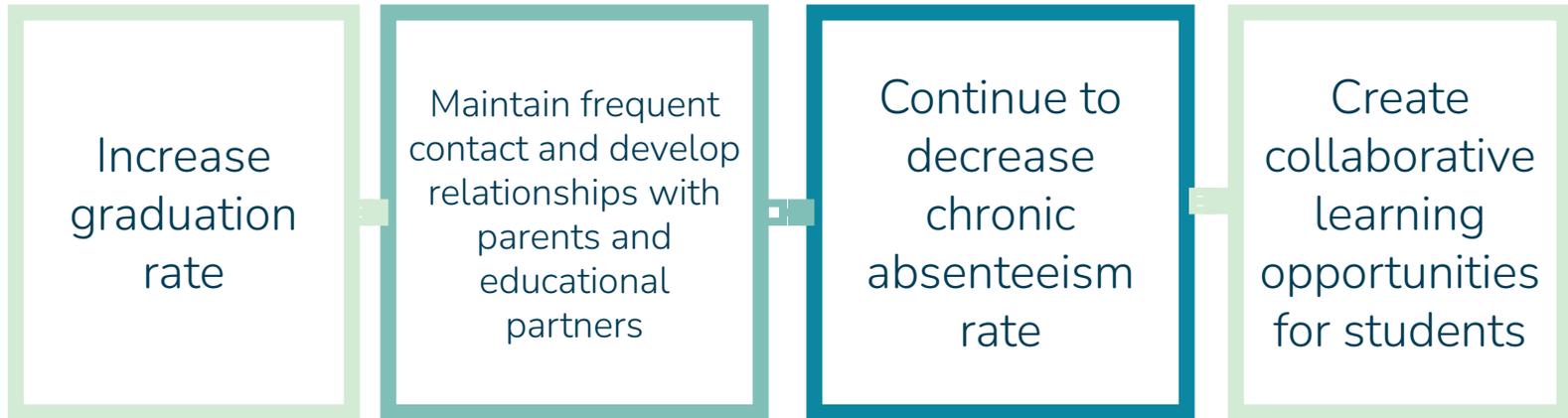




Celebrations



Identified Areas of Need - The Big Four





Questions?



Coversheet

Proposed Budget 2023-2024

Section: XIV. Public Hearings
Item: B. Proposed Budget 2023-2024
Purpose: Discuss

Submitted by:

Related Material:

MYA FY23-24 Prelim Budget Presentation - MYP and Budget with Cashflow.pdf

FY24-MYA-Budget-23.06.05 - Prelim.pdf

2023_LCFF_Budget_Overview_for_Parents_Motivated_Youth_Academy_20230609.pdf

FY23-24 MYA-EPA Budget.pdf

FY23-24 MYA-EPA Resolution.pdf



Motivated Youth Academy

2023-24 Prelim Budget Presentation

Highlights

- FY23-24 Budget is balanced and with a small \$1.4K surplus.
- The COLA projected for LCFF, and other categorical programs is bigger than last year and at 8.22%.

	2022-23	2023-24	2024-25	2025-26
	Current Year	Budget	Forecast	Forecast
Assumptions				
<i>LCFF COLA</i>	<i>n/a</i>	8.22%	3.94%	3.29%
<i>Expense COLA</i>	<i>n/a</i>	2.00%	2.00%	2.00%
<i>Enrollment</i>		223.00	223.00	223.00
<i>Average Daily Attendance</i>	207.74	207.39	207.39	207.39

- ERTC revenue of \$461K is included as part of one-time funding.
- Supplemental & Concentration revenues, estimated at \$534K
- The 40/80 expenses are estimated at 78.8% and just under 80%.



Attendance Data

- The budget has enrollment at 223 students with ADA at 207.39 for a 93% attendance yield. These figures are also used for FY24-25 & FY25-26.
- FY23-24 per pupil amounts are projecting higher than current year due to the inclusion of one-time funds for ERTC and higher projected expenses.
- FY23-24 per pupil revenue includes \$63 per ADA in contributions.
- The Unduplicated pupil percentage is being projected at 72.65%

<i>Enrollment & Per Pupil Data</i>		
	<u>FY23 Forecast</u>	<u>FY24 Budget</u>
<i>Average Enrollment</i>	206	223
<i>ADA</i>	202	207
<i>Attendance Rate</i>	91.7%	93.0%
<i>Unduplicated %</i>	70.7%	72.7%
<i>Revenue per ADA</i>	\$15,032	\$18,259
<i>Expenses per ADA</i>	\$14,572	\$18,253

Revenue

- The revenue increase from FY22-23 is due mainly from the 8.22% COLA to LCFF funds and the \$461K in ERTC federal one-time revenue.
- Federal Revenue do not include any federal stimulus funds for ESSER.
- Other State Revenue is higher due to a rate change for AB602 which increased from \$820 to \$887.
- Other Local Revenue decreased by \$59K since \$45K in Digital Divide funds were only available in FY22-23.

	FY23 Forecast	FY24 Budget	Fav/(Unf)
Revenue			
State Aid-Rev Limit	\$ 2,634,380	\$ 2,995,959	\$ 361,579
Federal Revenue	108,359	519,027	410,668
Other State Revenue	216,988	256,242	39,255
Other Local Revenue	74,835	15,600	(59,235)
Total Revenue	\$ 3,034,561	\$ 3,786,828	\$ 752,267

Expenses

- Budgeted expenses have increased by \$844K compared to FY22-23 with Staffing Salary & Benefit costs contributing to \$444K of the increase.
- Sub-agreement Services also increased by \$173K and is mostly adding educational consultant costs which will contribute towards the 40/80 spending requirement as FY23-24 will be a funding determination year once again.
- Professional & Consulting Services added \$134K compared to FY22-23. This it includes and estimated \$55K in costs for CFOMW Tax, LLC services for the ERTC revenue.
- Other expenses have been updated to reflect new rates or benchmarked from FY22-23.

Expenses	FY23 Forecast	FY24 Budget	Fav/(Unf)
Certificated Salaries	\$ 1,312,887	\$ 1,614,396	\$ (301,508)
Classified Salaries	282,808	302,507	(19,699)
Benefits	511,567	634,308	(122,740)
Books and Supplies	194,684	241,221	(46,537)
Subagreement Services	150,138	323,406	(173,269)
Operations	79,766	119,900	(40,134)
Facilities	23,569	29,096	(5,527)
Professional Services	386,443	520,606	(134,164)
Total Expenses	\$ 2,941,863	\$ 3,785,440	\$ (843,577)

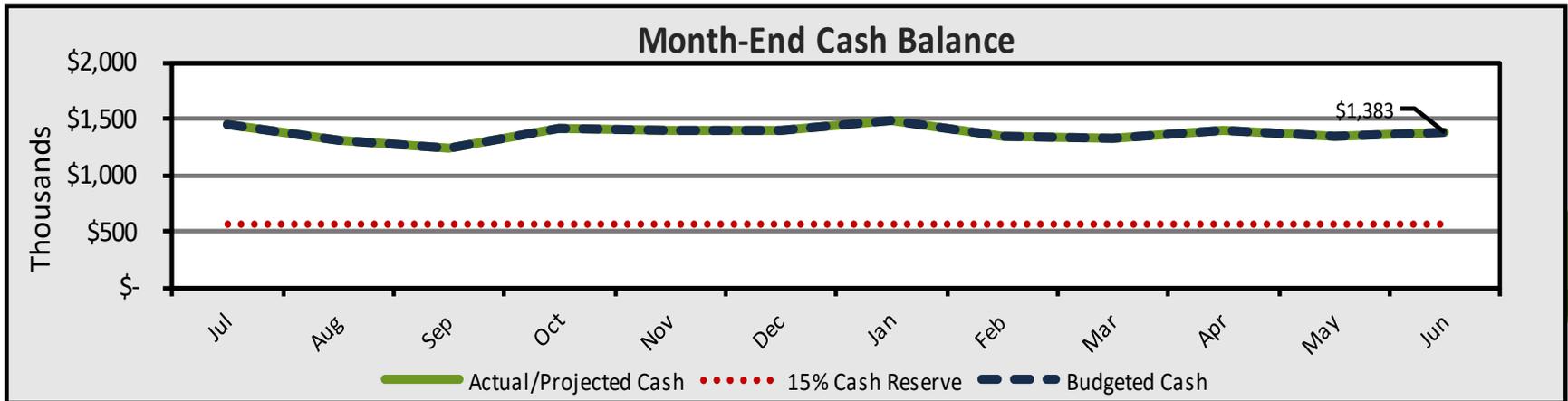
Fund Balance

- The Budget is balanced with a small positive surplus of \$1.4K.
- Fund Balance is projected to be 34.5% of annual expenses and is decreasing compared to FY22-23 as expenses are increasing.

	FY23 Forecast	FY24 Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ 92,698	\$ 1,388	\$ (91,310)
Beginning Fund Balance	<u>1,210,199</u>	<u>1,302,898</u>	
Ending Fund Balance	<u>\$ 1,302,898</u>	<u>\$ 1,304,286</u>	
<i>As a % of Annual Expenses</i>	44.3%	34.5%	

Cash

- Cash remains above a 15% reserve goal for FY23-24.
- The year-end projection for cash is at \$1.38M.
- Cash will be monitored during the year as needed.



Appendix

- Multi-Year Projection: FY23-24, FY24-25, & FY25-26
- Monthly Cash Flow/Budget for FY23-24

Motivated Youth Academy

Multi-Year Forecast

Revised 6/06/23



	2022-23	2023-24	2024-25	2025-26
	Current Year	Budget	Forecast	Forecast
Assumptions				
LCFF COLA	n/a	8.22%	3.94%	3.29%
Expense COLA	n/a	2.00%	2.00%	2.00%
Enrollment		223.00	223.00	223.00
Average Daily Attendance	207.74	207.39	207.39	207.39
Revenues				
State Aid - Revenue Limit				
8011 LCFF State Aid	\$ 2,153,333	\$ 2,516,947	\$ 2,631,350	\$ 2,727,044
8012 Education Protection Account	39,148	41,478	41,478	41,478
8019 State Aid - Prior Year	(241)	-	-	-
8096 In Lieu of Property Taxes	442,140	437,534	437,534	437,534
	<u>2,634,380</u>	<u>2,995,959</u>	<u>3,110,362</u>	<u>3,206,056</u>
Federal Revenue				
8181 Special Education - Entitlement	27,208	25,924	25,924	25,924
8290 Title I, Part A - Basic Low Income	28,149	28,149	28,149	28,149
8291 Title II, Part A - Teacher Quality	4,422	4,422	4,422	4,422
8296 Other Federal Revenue	41,628	460,532	-	-
8299 Prior Year Federal Revenue	6,952	-	-	-
	<u>108,359</u>	<u>519,027</u>	<u>58,495</u>	<u>58,495</u>
Other State Revenue				
8311 State Special Education	147,666	184,038	184,038	184,038
8550 Mandated Cost	7,354	9,821	9,769	9,769
8560 State Lottery	46,411	49,151	49,151	49,151
8598 Prior Year Revenue	10,248	-	-	-
8599 Other State Revenue	5,308	13,233	13,233	13,233
	<u>216,988</u>	<u>256,242</u>	<u>256,191</u>	<u>256,191</u>
Other Local Revenue				
8660 Interest Revenue	2,043	2,600	2,600	2,600
8699 School Fundraising	16,093	-	-	-
8980 Contributions, Unrestricted	56,698	13,000	18,000	18,000
	<u>74,835</u>	<u>15,600</u>	<u>20,600</u>	<u>20,600</u>
Total Revenue	\$ 3,034,561	\$ 3,786,828	\$ 3,445,648	\$ 3,541,342
Expenses				
Certificated Salaries				
1100 Teachers' Salaries	807,585	962,862	912,960	931,220
1175 Teachers' Extra Duty/Stipends	43,929	100,325	39,092	39,873
1200 Pupil Support Salaries	183,359	208,217	212,381	216,629
1300 Administrators' Salaries	271,433	342,992	349,852	356,849
1900 Other Certificated Salaries	6,581	-	-	-
	<u>1,312,887</u>	<u>1,614,396</u>	<u>1,514,285</u>	<u>1,544,570</u>

Motivated Youth Academy

Multi-Year Forecast

Revised 6/06/23



	2022-23	2023-24	2024-25	2025-26
	Current Year	Budget	Forecast	Forecast
Classified Salaries				
2100 Instructional Salaries	91,594	92,388	94,236	96,121
2200 Support Salaries	-	193,781	197,656	201,610
2400 Clerical and Office Staff Salaries	191,214	16,338	16,665	16,998
	<u>282,808</u>	<u>302,507</u>	<u>308,557</u>	<u>314,728</u>
Benefits				
3101 STRS	234,062	308,350	289,228	295,013
3301 OASDI	21,987	18,755	19,131	19,513
3311 Medicare	23,687	27,795	26,431	26,960
3401 Health and Welfare	173,683	210,480	214,690	218,983
3501 State Unemployment	22,574	21,490	13,582	13,549
3601 Workers' Compensation	22,098	26,837	25,520	26,030
3901 Other Benefits	13,477	20,601	21,013	21,433
	<u>511,567</u>	<u>634,308</u>	<u>609,594</u>	<u>621,481</u>
Books and Supplies				
4100 Textbooks and Core Curricula	6,706	20,000	20,400	20,808
4302 School Supplies	11,013	16,471	16,801	17,137
4305 Software	101,717	96,500	98,430	100,399
4310 Office Expense	26,836	26,800	27,336	27,883
4311 Business Meals	5,990	4,000	4,080	4,162
4400 Noncapitalized Equipment	42,422	75,450	16,959	17,298
4700 Food Services	-	2,000	2,040	2,081
	<u>194,684</u>	<u>241,221</u>	<u>186,045</u>	<u>189,766</u>
Subagreement Services				
5102 Special Education	41,397	46,300	46,026	46,947
5104 Transportation	17,071	15,000	5,300	5,406
5106 Other Educational Consultants	91,669	262,106	252,349	257,396
	<u>150,138</u>	<u>323,406</u>	<u>303,675</u>	<u>309,748</u>

Motivated Youth Academy

Multi-Year Forecast

Revised 6/06/23



	2022-23	2023-24	2024-25	2025-26
	Current Year	Budget	Forecast	Forecast
Operations and Housekeeping				
5201 Auto and Travel	13,435	13,400	13,668	13,941
5300 Dues & Memberships	9,369	11,400	11,628	11,861
5400 Insurance	23,477	24,900	25,398	25,906
5516 Miscellaneous Expense	-	15,000	-	-
5900 Communications	28,854	49,600	45,592	46,504
5901 Postage and Shipping	4,631	5,600	5,712	5,826
	<u>79,766</u>	<u>119,900</u>	<u>101,998</u>	<u>104,038</u>
Facilities, Repairs and Other Leases				
5601 Rent	21,037	22,000	22,440	22,889
5602 Additional Rent	2,532	3,096	3,158	3,221
5604 Other Leases	-	4,000	4,080	4,162
	<u>23,569</u>	<u>29,096</u>	<u>29,678</u>	<u>30,271</u>
Professional/Consulting Services				
5801 IT	43,050	45,500	46,410	47,338
5802 Audit & Taxes	12,184	12,200	12,444	12,693
5803 Legal	50,000	114,900	12,198	12,442
5804 Professional Development	37,388	39,300	40,086	40,888
5805 General Consulting	113,446	133,300	100,000	102,000
5806 Special Activities/Field Trips	3,993	17,973	18,332	18,699
5807 Bank Charges	220	700	714	728
5809 Other taxes and fees	6,018	6,000	6,120	6,242
5810 Payroll Service Fee	20,769	23,700	24,174	24,657
5811 Management Fee	64,591	71,621	73,054	74,515
5812 District Oversight Fee	23,709	26,964	27,993	28,855
5814 SPED Encroachment	-	7,349	7,349	7,349
5815 Public Relations/Recruitment	11,074	21,100	21,522	21,952
	<u>386,443</u>	<u>520,606</u>	<u>390,396</u>	<u>398,358</u>
Depreciation				
6900 Depreciation Expense	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Interest				
7438 Interest Expense	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenses	\$ 2,941,863	\$ 3,785,440	\$ 3,444,227	\$ 3,512,962
Surplus (Deficit)	\$ 92,698	\$ 1,388	\$ 1,420	\$ 28,380
Fund Balance, Beginning of Year	\$ 1,117,501	\$ 1,210,199	\$ 1,211,588	\$ 1,213,008
Fund Balance, End of Year	\$ 1,210,199	\$ 1,211,588	\$ 1,213,008	\$ 1,241,388
	41.1%	32.0%	35.2%	35.3%
Cash Flow Adjustments				
Surplus (Deficit)	92,698	1,388	1,420	28,380
Cash Flows From Operating Activities				
Depreciation/Amortization	-	-	-	-
Public Funding Receivables	(247,065)	(180,092)	96,401	(8,612)
Grants and Contributions Rec.	183,119	-	-	-
Due To/From Related Parties	1,116	-	-	-

Motivated Youth Academy**Multi-Year Forecast**

Revised 6/06/23



	2022-23	2023-24	2024-25	2025-26
	Current Year	Budget	Forecast	Forecast
Prepaid Expenses	9,143	-	-	-
Other Assets	-	-	-	-
Accounts Payable	(8,759)	(1,663)	99	78
Accrued Expenses	(94,043)	-	-	-
Other Liabilities	383,227	-	-	-
Cash Flows From Investing Activities				
Purchases of Prop. And Equip.	-	-	-	-
Notes Receivable	-	-	-	-
Cash Flows From Financing Activities				
Proceeds from Factoring	-	-	-	-
Payments on Factoring	-	-	-	-
Proceeds(Payments) on Debt	-	-	-	-
Total Change in Cash	319,437	(180,367)	97,920	19,845
Cash, Beginning of Year	1,243,991	1,563,428	1,383,061	1,480,981
Cash, End of Year	\$ 1,563,428	\$ 1,383,061	\$ 1,480,981	\$ 1,500,826

Motivated Youth Academy

Monthly Cash Flow/Budget FY23-24

Revised 6/06/23

Actuals Through:

ADA = 207.39



		Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
ADA = 207.39																	
Revenues																	
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	126,060	126,060	226,908	226,908	226,908	226,908	226,908	226,058	226,058	226,058	226,058	226,058	2,516,947	2,516,947	-
8012	Education Protection Account	-	-	10,370	-	-	10,370	-	-	10,370	-	-	-	10,370	41,478	41,478	-
8096	In Lieu of Property Taxes	-	26,296	52,593	35,062	35,062	35,062	35,062	35,062	61,112	30,556	30,556	30,556	30,556	437,534	437,534	-
		-	152,356	189,022	261,969	261,969	272,339	261,969	261,969	297,540	256,614	256,614	256,614	266,983	2,995,959	2,995,959	-
Federal Revenue																	
8181	Special Education - Entitlement	-	1,298	1,298	2,337	2,337	2,337	2,337	2,337	2,328	2,328	2,328	2,328	2,328	25,924	25,924	-
8290	Title I, Part A - Basic Low Income	-	-	7,037	-	-	21,112	-	-	-	-	-	-	-	28,149	28,149	-
8291	Title II, Part A - Teacher Quality	-	-	1,106	-	-	3,317	-	-	-	-	-	-	-	4,422	4,422	-
8296	Other Federal Revenue	-	-	-	115,133	-	-	115,133	-	-	115,133	-	-	115,133	460,532	460,532	-
		-	1,298	9,441	117,470	2,337	26,765	117,470	2,337	2,328	117,461	2,328	2,328	117,461	519,027	519,027	-
Other State Revenue																	
8311	State Special Education	-	9,217	9,217	16,591	16,591	16,591	16,591	16,591	16,529	16,529	16,529	16,529	16,529	184,038	184,038	-
8550	Mandated Cost	-	-	-	-	-	9,821	-	-	-	-	-	-	-	9,821	9,821	-
8560	State Lottery	-	-	-	-	-	-	12,309	-	-	12,309	-	-	24,534	49,151	49,151	-
8599	Other State Revenue	-	518	518	1,649	933	933	1,649	933	933	1,649	933	933	1,649	13,233	13,233	-
		-	9,736	9,736	18,240	17,525	27,345	30,549	17,525	17,462	30,487	17,462	17,462	42,712	256,242	256,242	-
Other Local Revenue																	
8660	Interest Revenue	217	217	217	217	217	217	217	217	217	217	217	217	-	2,600	2,600	-
8980	Contributions, Unrestricted	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	-	13,000	13,000	-
		1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	-	15,600	15,600	-
Total Revenue		1,300	164,690	209,499	398,980	283,131	327,749	411,288	283,131	318,630	405,862	277,705	277,705	427,157	3,786,828	3,786,828	-
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	86,143	86,143	86,143	86,143	86,143	86,143	86,143	86,143	86,143	86,143	86,143	15,294	-	962,862	962,862	-
1175	Teachers' Extra Duty/Stipends	8,580	8,580	8,580	8,580	8,580	8,580	8,580	8,580	8,580	8,580	8,580	5,946	-	100,325	100,325	-
1200	Pupil Support Salaries	17,351	17,351	17,351	17,351	17,351	17,351	17,351	17,351	17,351	17,351	17,351	17,351	-	208,217	208,217	-
1300	Administrators' Salaries	28,583	28,583	28,583	28,583	28,583	28,583	28,583	28,583	28,583	28,583	28,583	28,583	-	342,992	342,992	-
		140,657	140,657	140,657	140,657	140,657	140,657	140,657	140,657	140,657	140,657	140,657	67,174	-	1,614,396	1,614,396	-
Classified Salaries																	
2100	Instructional Salaries	7,699	7,699	7,699	7,699	7,699	7,699	7,699	7,699	7,699	7,699	7,699	7,699	-	92,388	92,388	-
2200	Support Salaries	16,605	16,605	16,605	16,605	16,605	16,605	16,605	16,605	16,605	16,605	16,605	11,130	-	193,781	193,781	-
2400	Clerical and Office Staff Salaries	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	-	16,338	16,338	-
		25,665	25,665	25,665	25,665	25,665	25,665	25,665	25,665	25,665	25,665	25,665	20,190	-	302,507	302,507	-



Motivated Youth Academy

Monthly Cash Flow/Budget FY23-24

Revised 6/06/23

Actuals Through:

ADA = 207.39

		Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Benefits																	
3101	STRS	26,865	26,865	26,865	26,865	26,865	26,865	26,865	26,865	26,865	26,865	26,865	12,830	-	308,350	308,350	-
3301	OASDI	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,252	-	18,755	18,755	-
3311	Medicare	2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	1,267	-	27,795	27,795	-
3401	Health and Welfare	17,540	17,540	17,540	17,540	17,540	17,540	17,540	17,540	17,540	17,540	17,540	17,540	-	210,480	210,480	-
3501	State Unemployment	1,075	1,075	1,075	1,075	1,075	1,075	5,373	4,298	2,149	1,075	1,075	1,075	-	21,490	21,490	-
3601	Workers' Compensation	2,329	2,329	2,329	2,329	2,329	2,329	2,329	2,329	2,329	2,329	2,329	1,223	-	26,837	26,837	-
3901	Other Benefits	1,787	1,787	1,787	1,787	1,787	1,787	1,787	1,787	1,787	1,787	1,787	939	-	20,601	20,601	-
		53,599	53,599	53,599	53,599	53,599	53,599	57,897	56,822	54,673	53,599	53,599	36,125	-	634,308	634,308	-
Books and Supplies																	
4100	Textbooks and Core Materials	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	-	20,000	20,000	-
4302	School Supplies	154	195	25	-	66	1,781	343	5,773	2,034	2,034	2,034	2,034	-	16,471	16,471	-
4305	Software	8,042	8,042	8,042	8,042	8,042	8,042	8,042	8,042	8,042	8,042	8,042	8,042	-	96,500	96,500	-
4310	Office Expense	2,233	2,233	2,233	2,233	2,233	2,233	2,233	2,233	2,233	2,233	2,233	2,233	-	26,800	26,800	-
4311	Business Meals	333	333	333	333	333	333	333	333	333	333	333	333	-	4,000	4,000	-
4400	Noncapitalized Equipment	704	893	114	-	301	8,157	1,570	26,444	9,316	9,316	9,316	9,316	-	75,450	75,450	-
4700	Food Services	167	167	167	167	167	167	167	167	167	167	167	167	-	2,000	2,000	-
		13,300	13,530	12,580	12,442	12,809	22,379	14,355	44,659	23,792	23,792	23,792	23,792	-	241,221	241,221	-
Subagreement Services																	
5102	Special Education	3,858	3,858	3,858	3,858	3,858	3,858	3,858	3,858	3,858	3,858	3,858	3,858	-	46,300	46,300	-
5104	Transportation	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	-	15,000	15,000	-
5106	Other Educational Consultants	2,447	3,104	395	-	1,047	28,337	5,455	91,865	32,364	32,364	32,364	32,364	-	262,106	262,106	-
		7,555	8,212	5,503	5,108	6,155	33,445	10,563	96,974	37,473	37,473	37,473	37,473	-	323,406	323,406	-
Operations and Housekeeping																	
5201	Auto and Travel	1,117	1,117	1,117	1,117	1,117	1,117	1,117	1,117	1,117	1,117	1,117	1,117	-	13,400	13,400	-
5300	Dues & Memberships	950	950	950	950	950	950	950	950	950	950	950	950	-	11,400	11,400	-
5400	Insurance	2,075	2,075	2,075	2,075	2,075	2,075	2,075	2,075	2,075	2,075	2,075	2,075	-	24,900	24,900	-
5516	Miscellaneous Expense	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	-	15,000	15,000	-
5900	Communications	4,133	4,133	4,133	4,133	4,133	4,133	4,133	4,133	4,133	4,133	4,133	4,133	-	49,600	49,600	-
5901	Postage and Shipping	467	467	467	467	467	467	467	467	467	467	467	467	-	5,600	5,600	-
		9,992	-	119,900	119,900	-											
Facilities, Repairs and Other Leases																	
5601	Rent	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	-	22,000	22,000	-
5602	Additional Rent	258	258	258	258	258	258	258	258	258	258	258	258	-	3,096	3,096	-
5604	Other Leases	333	333	333	333	333	333	333	333	333	333	333	333	-	4,000	4,000	-
		2,425	-	29,096	29,096	-											



Motivated Youth Academy

Monthly Cash Flow/Budget FY23-24

Revised 6/06/23

Actuals Through:

ADA = 207.39

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Professional/Consulting Services																
5801 IT	3,792	3,792	3,792	3,792	3,792	3,792	3,792	3,792	3,792	3,792	3,792	3,792	-	45,500	45,500	-
5802 Audit & Taxes	-	-	-	4,067	4,067	4,067	-	-	-	-	-	-	-	12,200	12,200	-
5803 Legal	9,575	9,575	9,575	9,575	9,575	9,575	9,575	9,575	9,575	9,575	9,575	9,575	-	114,900	114,900	-
5804 Professional Development	3,275	3,275	3,275	3,275	3,275	3,275	3,275	3,275	3,275	3,275	3,275	3,275	-	39,300	39,300	-
5805 General Consulting	11,108	11,108	11,108	11,108	11,108	11,108	11,108	11,108	11,108	11,108	11,108	11,108	-	133,300	133,300	-
5806 Special Activities/Field Trips	168	213	27	-	72	1,943	374	6,299	2,219	2,219	2,219	2,219	-	17,973	17,973	-
5807 Bank Charges	58	58	58	58	58	58	58	58	58	58	58	58	-	700	700	-
5809 Other taxes and fees	500	500	500	500	500	500	500	500	500	500	500	500	-	6,000	6,000	-
5810 Payroll Service Fee	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	-	23,700	23,700	-
5811 Management Fee	5,968	5,968	5,968	5,968	5,968	5,968	5,968	5,968	5,968	5,968	5,968	5,968	-	71,621	71,621	-
5812 District Oversight Fee	-	1,371	1,701	2,358	2,358	2,451	2,358	2,358	2,678	2,310	2,310	2,310	2,403	26,964	26,964	-
5814 SPED Encroachment	-	368	368	662	662	662	662	662	660	660	660	660	660	7,349	7,349	-
5815 Public Relations/Recruitment	1,758	1,758	1,758	1,758	1,758	1,758	1,758	1,758	1,758	1,758	1,758	1,758	-	21,100	21,100	-
	38,178	39,962	40,106	45,097	45,169	47,133	41,404	47,330	43,567	43,199	43,199	43,199	3,063	520,606	520,606	-
Depreciation																
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest																
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	291,369	294,041	290,526	294,984	296,469	335,295	302,957	424,522	338,243	336,800	336,800	240,369	3,063	3,785,440	3,785,440	-
Monthly Surplus (Deficit)	(290,069)	(129,351)	(81,027)	103,996	(13,338)	(7,546)	108,331	(141,391)	(19,613)	69,062	(59,096)	37,336	424,094	1,388	1,388	-
														0.0%		
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(290,069)	(129,351)	(81,027)	103,996	(13,338)	(7,546)	108,331	(141,391)	(19,613)	69,062	(59,096)	37,336	424,094	1,388		
Cash flows from operating activities																
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	178,522	-	-	76,696	-	-	(8,153)	-	-	-	-	-	(427,157)	(180,092)		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	(4,726)	-	-	-	-	-	-	-	-	-	-	-	3,063	(1,663)		
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Change in Cash	(116,273)	(129,351)	(81,027)	180,692	(13,338)	(7,546)	100,178	(141,391)	(19,613)	69,062	(59,096)	37,336				
Cash, Beginning of Month	1,563,428	1,447,155	1,317,804	1,236,777	1,417,468	1,404,130	1,396,585	1,496,763	1,355,372	1,335,759	1,404,821	1,345,725				
Cash, End of Month	1,447,155	1,317,804	1,236,777	1,417,468	1,404,130	1,396,585	1,496,763	1,355,372	1,335,759	1,404,821	1,345,725	1,383,061				

Cert.	Instr.
56.2%	78.8%
612,126	(46,475)

Pupil:Teacher Ratio
13.83 : 1

Motivated Youth Academy

Multi-Year Forecast

Revised 6/06/23



	2022-23	2023-24	2024-25	2025-26
	Current Year	Budget	Forecast	Forecast
Assumptions				
LCFF COLA	n/a	8.22%	3.94%	3.29%
Expense COLA	n/a	2.00%	2.00%	2.00%
Enrollment		223.00	223.00	223.00
Average Daily Attendance	207.74	207.39	207.39	207.39
Revenues				
State Aid - Revenue Limit				
8011 LCFF State Aid	\$ 2,153,333	\$ 2,516,947	\$ 2,631,350	\$ 2,727,044
8012 Education Protection Account	39,148	41,478	41,478	41,478
8019 State Aid - Prior Year	(241)	-	-	-
8096 In Lieu of Property Taxes	442,140	437,534	437,534	437,534
	<u>2,634,380</u>	<u>2,995,959</u>	<u>3,110,362</u>	<u>3,206,056</u>
Federal Revenue				
8181 Special Education - Entitlement	27,208	25,924	25,924	25,924
8290 Title I, Part A - Basic Low Income	28,149	28,149	28,149	28,149
8291 Title II, Part A - Teacher Quality	4,422	4,422	4,422	4,422
8296 Other Federal Revenue	41,628	460,532	-	-
8299 Prior Year Federal Revenue	6,952	-	-	-
	<u>108,359</u>	<u>519,027</u>	<u>58,495</u>	<u>58,495</u>
Other State Revenue				
8311 State Special Education	147,666	184,038	184,038	184,038
8550 Mandated Cost	7,354	9,821	9,769	9,769
8560 State Lottery	46,411	49,151	49,151	49,151
8598 Prior Year Revenue	10,248	-	-	-
8599 Other State Revenue	5,308	13,233	13,233	13,233
	<u>216,988</u>	<u>256,242</u>	<u>256,191</u>	<u>256,191</u>
Other Local Revenue				
8660 Interest Revenue	2,043	2,600	2,600	2,600
8699 School Fundraising	16,093	-	-	-
8980 Contributions, Unrestricted	56,698	13,000	18,000	18,000
	<u>74,835</u>	<u>15,600</u>	<u>20,600</u>	<u>20,600</u>
Total Revenue	\$ 3,034,561	\$ 3,786,828	\$ 3,445,648	\$ 3,541,342
Expenses				
Certificated Salaries				
1100 Teachers' Salaries	807,585	962,862	912,960	931,220
1175 Teachers' Extra Duty/Stipends	43,929	100,325	39,092	39,873
1200 Pupil Support Salaries	183,359	208,217	212,381	216,629
1300 Administrators' Salaries	271,433	342,992	349,852	356,849
1900 Other Certificated Salaries	6,581	-	-	-
	<u>1,312,887</u>	<u>1,614,396</u>	<u>1,514,285</u>	<u>1,544,570</u>

Motivated Youth Academy

Multi-Year Forecast

Revised 6/06/23



	2022-23	2023-24	2024-25	2025-26
	Current Year	Budget	Forecast	Forecast
Classified Salaries				
2100 Instructional Salaries	91,594	92,388	94,236	96,121
2200 Support Salaries	-	193,781	197,656	201,610
2400 Clerical and Office Staff Salaries	191,214	16,338	16,665	16,998
	<u>282,808</u>	<u>302,507</u>	<u>308,557</u>	<u>314,728</u>
Benefits				
3101 STRS	234,062	308,350	289,228	295,013
3301 OASDI	21,987	18,755	19,131	19,513
3311 Medicare	23,687	27,795	26,431	26,960
3401 Health and Welfare	173,683	210,480	214,690	218,983
3501 State Unemployment	22,574	21,490	13,582	13,549
3601 Workers' Compensation	22,098	26,837	25,520	26,030
3901 Other Benefits	13,477	20,601	21,013	21,433
	<u>511,567</u>	<u>634,308</u>	<u>609,594</u>	<u>621,481</u>
Books and Supplies				
4100 Textbooks and Core Curricula	6,706	20,000	20,400	20,808
4302 School Supplies	11,013	16,471	16,801	17,137
4305 Software	101,717	96,500	98,430	100,399
4310 Office Expense	26,836	26,800	27,336	27,883
4311 Business Meals	5,990	4,000	4,080	4,162
4400 Noncapitalized Equipment	42,422	75,450	16,959	17,298
4700 Food Services	-	2,000	2,040	2,081
	<u>194,684</u>	<u>241,221</u>	<u>186,045</u>	<u>189,766</u>
Subagreement Services				
5102 Special Education	41,397	46,300	46,026	46,947
5104 Transportation	17,071	15,000	5,300	5,406
5106 Other Educational Consultants	91,669	262,106	252,349	257,396
	<u>150,138</u>	<u>323,406</u>	<u>303,675</u>	<u>309,748</u>

Motivated Youth Academy

Multi-Year Forecast

Revised 6/06/23



	2022-23	2023-24	2024-25	2025-26
	Current Year	Budget	Forecast	Forecast
Operations and Housekeeping				
5201 Auto and Travel	13,435	13,400	13,668	13,941
5300 Dues & Memberships	9,369	11,400	11,628	11,861
5400 Insurance	23,477	24,900	25,398	25,906
5516 Miscellaneous Expense	-	15,000	-	-
5900 Communications	28,854	49,600	45,592	46,504
5901 Postage and Shipping	4,631	5,600	5,712	5,826
	<u>79,766</u>	<u>119,900</u>	<u>101,998</u>	<u>104,038</u>
Facilities, Repairs and Other Leases				
5601 Rent	21,037	22,000	22,440	22,889
5602 Additional Rent	2,532	3,096	3,158	3,221
5604 Other Leases	-	4,000	4,080	4,162
	<u>23,569</u>	<u>29,096</u>	<u>29,678</u>	<u>30,271</u>
Professional/Consulting Services				
5801 IT	43,050	45,500	46,410	47,338
5802 Audit & Taxes	12,184	12,200	12,444	12,693
5803 Legal	50,000	114,900	12,198	12,442
5804 Professional Development	37,388	39,300	40,086	40,888
5805 General Consulting	113,446	133,300	100,000	102,000
5806 Special Activities/Field Trips	3,993	17,973	18,332	18,699
5807 Bank Charges	220	700	714	728
5809 Other taxes and fees	6,018	6,000	6,120	6,242
5810 Payroll Service Fee	20,769	23,700	24,174	24,657
5811 Management Fee	64,591	71,621	73,054	74,515
5812 District Oversight Fee	23,709	26,964	27,993	28,855
5814 SPED Encroachment	-	7,349	7,349	7,349
5815 Public Relations/Recruitment	11,074	21,100	21,522	21,952
	<u>386,443</u>	<u>520,606</u>	<u>390,396</u>	<u>398,358</u>
Depreciation				
6900 Depreciation Expense	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Interest				
7438 Interest Expense	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenses	\$ 2,941,863	\$ 3,785,440	\$ 3,444,227	\$ 3,512,962
Surplus (Deficit)	\$ 92,698	\$ 1,388	\$ 1,420	\$ 28,380
Fund Balance, Beginning of Year	\$ 1,117,501	\$ 1,210,199	\$ 1,211,588	\$ 1,213,008
Fund Balance, End of Year	\$ 1,210,199	\$ 1,211,588	\$ 1,213,008	\$ 1,241,388
	41.1%	32.0%	35.2%	35.3%
Cash Flow Adjustments				
Surplus (Deficit)	92,698	1,388	1,420	28,380
Cash Flows From Operating Activities				
Depreciation/Amortization	-	-	-	-
Public Funding Receivables	(247,065)	(180,092)	96,401	(8,612)
Grants and Contributions Rec.	183,119	-	-	-
Due To/From Related Parties	1,116	-	-	-

Motivated Youth Academy

Multi-Year Forecast

Revised 6/06/23



	2022-23	2023-24	2024-25	2025-26
	Current Year	Budget	Forecast	Forecast
Prepaid Expenses	9,143	-	-	-
Other Assets	-	-	-	-
Accounts Payable	(8,759)	(1,663)	99	78
Accrued Expenses	(94,043)	-	-	-
Other Liabilities	383,227	-	-	-
Cash Flows From Investing Activities				
Purchases of Prop. And Equip.	-	-	-	-
Notes Receivable	-	-	-	-
Cash Flows From Financing Activities				
Proceeds from Factoring	-	-	-	-
Payments on Factoring	-	-	-	-
Proceeds(Payments) on Debt	-	-	-	-
Total Change in Cash	319,437	(180,367)	97,920	19,845
Cash, Beginning of Year	1,243,991	1,563,428	1,383,061	1,480,981
Cash, End of Year	\$ 1,563,428	\$ 1,383,061	\$ 1,480,981	\$ 1,500,826

Motivated Youth Academy

Monthly Cash Flow/Budget FY23-24

Revised 6/06/23

Actuals Through:

ADA = 207.39



		Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
ADA = 207.39																	
Revenues																	
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	126,060	126,060	226,908	226,908	226,908	226,908	226,908	226,058	226,058	226,058	226,058	226,058	2,516,947	2,516,947	-
8012	Education Protection Account	-	-	10,370	-	-	10,370	-	-	10,370	-	-	-	10,370	41,478	41,478	-
8096	In Lieu of Property Taxes	-	26,296	52,593	35,062	35,062	35,062	35,062	35,062	61,112	30,556	30,556	30,556	30,556	437,534	437,534	-
		-	152,356	189,022	261,969	261,969	272,339	261,969	261,969	297,540	256,614	256,614	256,614	266,983	2,995,959	2,995,959	-
Federal Revenue																	
8181	Special Education - Entitlement	-	1,298	1,298	2,337	2,337	2,337	2,337	2,337	2,328	2,328	2,328	2,328	2,328	25,924	25,924	-
8290	Title I, Part A - Basic Low Income	-	-	7,037	-	-	21,112	-	-	-	-	-	-	-	28,149	28,149	-
8291	Title II, Part A - Teacher Quality	-	-	1,106	-	-	3,317	-	-	-	-	-	-	-	4,422	4,422	-
8296	Other Federal Revenue	-	-	-	115,133	-	-	115,133	-	-	115,133	-	-	115,133	460,532	460,532	-
		-	1,298	9,441	117,470	2,337	26,765	117,470	2,337	2,328	117,461	2,328	2,328	117,461	519,027	519,027	-
Other State Revenue																	
8311	State Special Education	-	9,217	9,217	16,591	16,591	16,591	16,591	16,591	16,529	16,529	16,529	16,529	16,529	184,038	184,038	-
8550	Mandated Cost	-	-	-	-	-	9,821	-	-	-	-	-	-	-	9,821	9,821	-
8560	State Lottery	-	-	-	-	-	-	12,309	-	-	12,309	-	-	24,534	49,151	49,151	-
8599	Other State Revenue	-	518	518	1,649	933	933	1,649	933	933	1,649	933	933	1,649	13,233	13,233	-
		-	9,736	9,736	18,240	17,525	27,345	30,549	17,525	17,462	30,487	17,462	17,462	42,712	256,242	256,242	-
Other Local Revenue																	
8660	Interest Revenue	217	217	217	217	217	217	217	217	217	217	217	217	-	2,600	2,600	-
8980	Contributions, Unrestricted	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	-	13,000	13,000	-
		1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	-	15,600	15,600	-
Total Revenue		1,300	164,690	209,499	398,980	283,131	327,749	411,288	283,131	318,630	405,862	277,705	277,705	427,157	3,786,828	3,786,828	-
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	86,143	86,143	86,143	86,143	86,143	86,143	86,143	86,143	86,143	86,143	86,143	15,294	-	962,862	962,862	-
1175	Teachers' Extra Duty/Stipends	8,580	8,580	8,580	8,580	8,580	8,580	8,580	8,580	8,580	8,580	8,580	5,946	-	100,325	100,325	-
1200	Pupil Support Salaries	17,351	17,351	17,351	17,351	17,351	17,351	17,351	17,351	17,351	17,351	17,351	17,351	-	208,217	208,217	-
1300	Administrators' Salaries	28,583	28,583	28,583	28,583	28,583	28,583	28,583	28,583	28,583	28,583	28,583	28,583	-	342,992	342,992	-
		140,657	140,657	140,657	140,657	140,657	140,657	140,657	140,657	140,657	140,657	140,657	67,174	-	1,614,396	1,614,396	-
Classified Salaries																	
2100	Instructional Salaries	7,699	7,699	7,699	7,699	7,699	7,699	7,699	7,699	7,699	7,699	7,699	7,699	-	92,388	92,388	-
2200	Support Salaries	16,605	16,605	16,605	16,605	16,605	16,605	16,605	16,605	16,605	16,605	16,605	11,130	-	193,781	193,781	-
2400	Clerical and Office Staff Salaries	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	-	16,338	16,338	-
		25,665	25,665	25,665	25,665	25,665	25,665	25,665	25,665	25,665	25,665	25,665	20,190	-	302,507	302,507	-



Motivated Youth Academy

Monthly Cash Flow/Budget FY23-24

Revised 6/06/23

Actuals Through:

ADA = 207.39

		Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Benefits																	
3101	STRS	26,865	26,865	26,865	26,865	26,865	26,865	26,865	26,865	26,865	26,865	26,865	12,830	-	308,350	308,350	-
3301	OASDI	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,252	-	18,755	18,755	-
3311	Medicare	2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	1,267	-	27,795	27,795	-
3401	Health and Welfare	17,540	17,540	17,540	17,540	17,540	17,540	17,540	17,540	17,540	17,540	17,540	17,540	-	210,480	210,480	-
3501	State Unemployment	1,075	1,075	1,075	1,075	1,075	1,075	5,373	4,298	2,149	1,075	1,075	1,075	-	21,490	21,490	-
3601	Workers' Compensation	2,329	2,329	2,329	2,329	2,329	2,329	2,329	2,329	2,329	2,329	2,329	1,223	-	26,837	26,837	-
3901	Other Benefits	1,787	1,787	1,787	1,787	1,787	1,787	1,787	1,787	1,787	1,787	1,787	939	-	20,601	20,601	-
		53,599	53,599	53,599	53,599	53,599	53,599	57,897	56,822	54,673	53,599	53,599	36,125	-	634,308	634,308	-
Books and Supplies																	
4100	Textbooks and Core Materials	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	-	20,000	20,000	-
4302	School Supplies	154	195	25	-	66	1,781	343	5,773	2,034	2,034	2,034	2,034	-	16,471	16,471	-
4305	Software	8,042	8,042	8,042	8,042	8,042	8,042	8,042	8,042	8,042	8,042	8,042	8,042	-	96,500	96,500	-
4310	Office Expense	2,233	2,233	2,233	2,233	2,233	2,233	2,233	2,233	2,233	2,233	2,233	2,233	-	26,800	26,800	-
4311	Business Meals	333	333	333	333	333	333	333	333	333	333	333	333	-	4,000	4,000	-
4400	Noncapitalized Equipment	704	893	114	-	301	8,157	1,570	26,444	9,316	9,316	9,316	9,316	-	75,450	75,450	-
4700	Food Services	167	167	167	167	167	167	167	167	167	167	167	167	-	2,000	2,000	-
		13,300	13,530	12,580	12,442	12,809	22,379	14,355	44,659	23,792	23,792	23,792	23,792	-	241,221	241,221	-
Subagreement Services																	
5102	Special Education	3,858	3,858	3,858	3,858	3,858	3,858	3,858	3,858	3,858	3,858	3,858	3,858	-	46,300	46,300	-
5104	Transportation	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	-	15,000	15,000	-
5106	Other Educational Consultants	2,447	3,104	395	-	1,047	28,337	5,455	91,865	32,364	32,364	32,364	32,364	-	262,106	262,106	-
		7,555	8,212	5,503	5,108	6,155	33,445	10,563	96,974	37,473	37,473	37,473	37,473	-	323,406	323,406	-
Operations and Housekeeping																	
5201	Auto and Travel	1,117	1,117	1,117	1,117	1,117	1,117	1,117	1,117	1,117	1,117	1,117	1,117	-	13,400	13,400	-
5300	Dues & Memberships	950	950	950	950	950	950	950	950	950	950	950	950	-	11,400	11,400	-
5400	Insurance	2,075	2,075	2,075	2,075	2,075	2,075	2,075	2,075	2,075	2,075	2,075	2,075	-	24,900	24,900	-
5516	Miscellaneous Expense	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	-	15,000	15,000	-
5900	Communications	4,133	4,133	4,133	4,133	4,133	4,133	4,133	4,133	4,133	4,133	4,133	4,133	-	49,600	49,600	-
5901	Postage and Shipping	467	467	467	467	467	467	467	467	467	467	467	467	-	5,600	5,600	-
		9,992	-	119,900	119,900	-											
Facilities, Repairs and Other Leases																	
5601	Rent	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	-	22,000	22,000	-
5602	Additional Rent	258	258	258	258	258	258	258	258	258	258	258	258	-	3,096	3,096	-
5604	Other Leases	333	333	333	333	333	333	333	333	333	333	333	333	-	4,000	4,000	-
		2,425	-	29,096	29,096	-											



Motivated Youth Academy

Monthly Cash Flow/Budget FY23-24

Revised 6/06/23

Actuals Through:

ADA = 207.39

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Professional/Consulting Services																
5801 IT	3,792	3,792	3,792	3,792	3,792	3,792	3,792	3,792	3,792	3,792	3,792	3,792	-	45,500	45,500	-
5802 Audit & Taxes	-	-	-	4,067	4,067	4,067	-	-	-	-	-	-	-	12,200	12,200	-
5803 Legal	9,575	9,575	9,575	9,575	9,575	9,575	9,575	9,575	9,575	9,575	9,575	9,575	-	114,900	114,900	-
5804 Professional Development	3,275	3,275	3,275	3,275	3,275	3,275	3,275	3,275	3,275	3,275	3,275	3,275	-	39,300	39,300	-
5805 General Consulting	11,108	11,108	11,108	11,108	11,108	11,108	11,108	11,108	11,108	11,108	11,108	11,108	-	133,300	133,300	-
5806 Special Activities/Field Trips	168	213	27	-	72	1,943	374	6,299	2,219	2,219	2,219	2,219	-	17,973	17,973	-
5807 Bank Charges	58	58	58	58	58	58	58	58	58	58	58	58	-	700	700	-
5809 Other taxes and fees	500	500	500	500	500	500	500	500	500	500	500	500	-	6,000	6,000	-
5810 Payroll Service Fee	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	-	23,700	23,700	-
5811 Management Fee	5,968	5,968	5,968	5,968	5,968	5,968	5,968	5,968	5,968	5,968	5,968	5,968	-	71,621	71,621	-
5812 District Oversight Fee	-	1,371	1,701	2,358	2,358	2,451	2,358	2,358	2,678	2,310	2,310	2,310	2,403	26,964	26,964	-
5814 SPED Encroachment	-	368	368	662	662	662	662	662	660	660	660	660	660	7,349	7,349	-
5815 Public Relations/Recruitment	1,758	1,758	1,758	1,758	1,758	1,758	1,758	1,758	1,758	1,758	1,758	1,758	-	21,100	21,100	-
	38,178	39,962	40,106	45,097	45,169	47,133	41,404	47,330	43,567	43,199	43,199	43,199	3,063	520,606	520,606	-
Depreciation																
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest																
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	291,369	294,041	290,526	294,984	296,469	335,295	302,957	424,522	338,243	336,800	336,800	240,369	3,063	3,785,440	3,785,440	-
Monthly Surplus (Deficit)	(290,069)	(129,351)	(81,027)	103,996	(13,338)	(7,546)	108,331	(141,391)	(19,613)	69,062	(59,096)	37,336	424,094	1,388	1,388	-
														0.0%		
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(290,069)	(129,351)	(81,027)	103,996	(13,338)	(7,546)	108,331	(141,391)	(19,613)	69,062	(59,096)	37,336	424,094	1,388		
Cash flows from operating activities																
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Public Funding Receivables	178,522	-	-	76,696	-	-	(8,153)	-	-	-	-	-	(427,157)	(180,092)		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	(4,726)	-	-	-	-	-	-	-	-	-	-	-	3,063	(1,663)		
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Change in Cash	(116,273)	(129,351)	(81,027)	180,692	(13,338)	(7,546)	100,178	(141,391)	(19,613)	69,062	(59,096)	37,336				
Cash, Beginning of Month	1,563,428	1,447,155	1,317,804	1,236,777	1,417,468	1,404,130	1,396,585	1,496,763	1,355,372	1,335,759	1,404,821	1,345,725				
Cash, End of Month	1,447,155	1,317,804	1,236,777	1,417,468	1,404,130	1,396,585	1,496,763	1,355,372	1,335,759	1,404,821	1,345,725	1,383,061				

Cert.	Instr.
56.2%	78.8%
612,126	(46,475)

Pupil:Teacher Ratio
13.83 : 1

2023-24 LCFF Budget Overview for Parents Data Input Sheet

Local Educational Agency (LEA) Name:	Motivated Youth Academy
CDS Code:	37-68213-0129668
LEA Contact Information:	Name: Bill Dobson Position: Interim Director Email: bdobson@myacademy.org Phone: 619-343-2048
Coming School Year:	2023-24
Current School Year:	2022-23

*NOTE: The "High Needs Students" referred to in the tables below are Unduplicated Students for LCFF funding purposes.

Projected General Fund Revenue for the 2023-24 School Year	Amount
Total LCFF Funds	\$2,995,959
LCFF Supplemental & Concentration Grants	\$533,928
All Other State Funds	\$256,242
All Local Funds	\$15,600
All federal funds	\$519,027
Total Projected Revenue	\$3,786,828

Total Budgeted Expenditures for the 2023-24 School Year	Amount
Total Budgeted General Fund Expenditures	\$3,785,440
Total Budgeted Expenditures in the LCAP	\$2,377,033
Total Budgeted Expenditures for High Needs Students in the LCAP	\$533,928
Expenditures not in the LCAP	\$1,408,407

Expenditures for High Needs Students in the 2022-23 School Year	Amount
Total Budgeted Expenditures for High Needs Students in the LCAP	\$690,219
Actual Expenditures for High Needs Students in LCAP	\$690,219

Funds for High Needs Students	Amount
2023-24 Difference in Projected Funds and Budgeted Expenditures	\$0
2022-23 Difference in Budgeted and Actual Expenditures	\$0

Required Prompts(s)	Response(s)
Briefly describe any of the General Fund Budget Expenditures for the school year not included in the Local Control and Accountability Plan (LCAP).	



LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Motivated Youth Academy

CDS Code: 37-68213-0129668

School Year: 2023-24

LEA contact information:

Bill Dobson

Interim Director

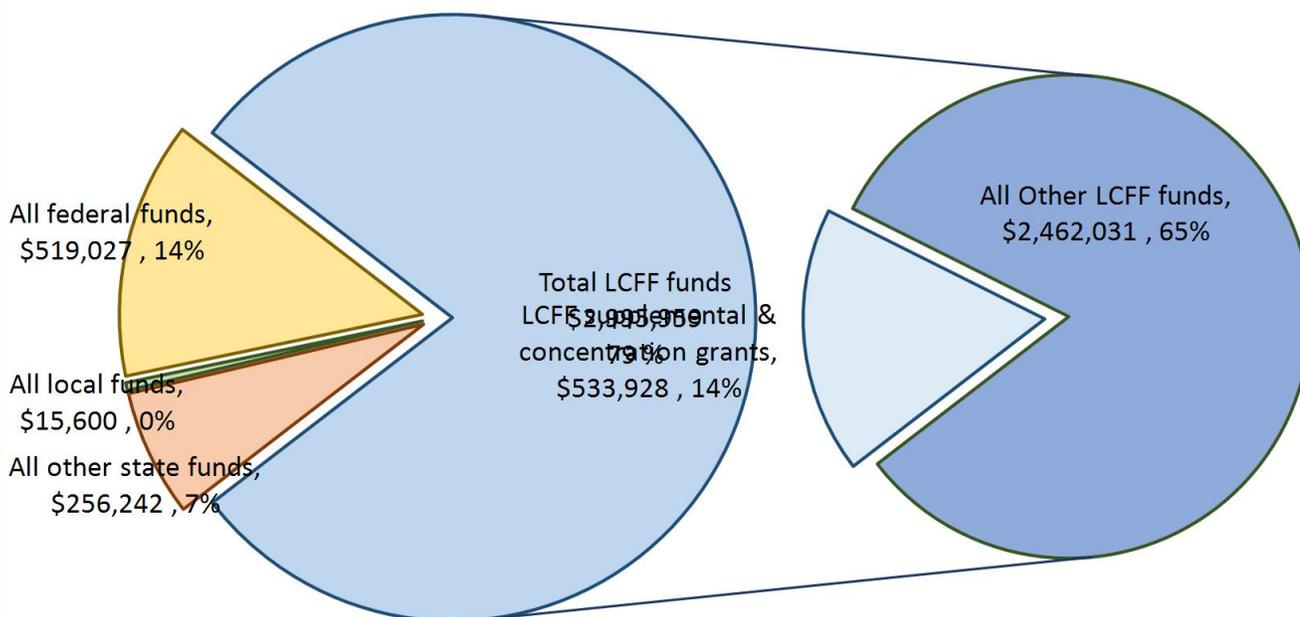
bdobson@myacademy.org

619-343-2048

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2023-24 School Year

Projected Revenue by Fund Source

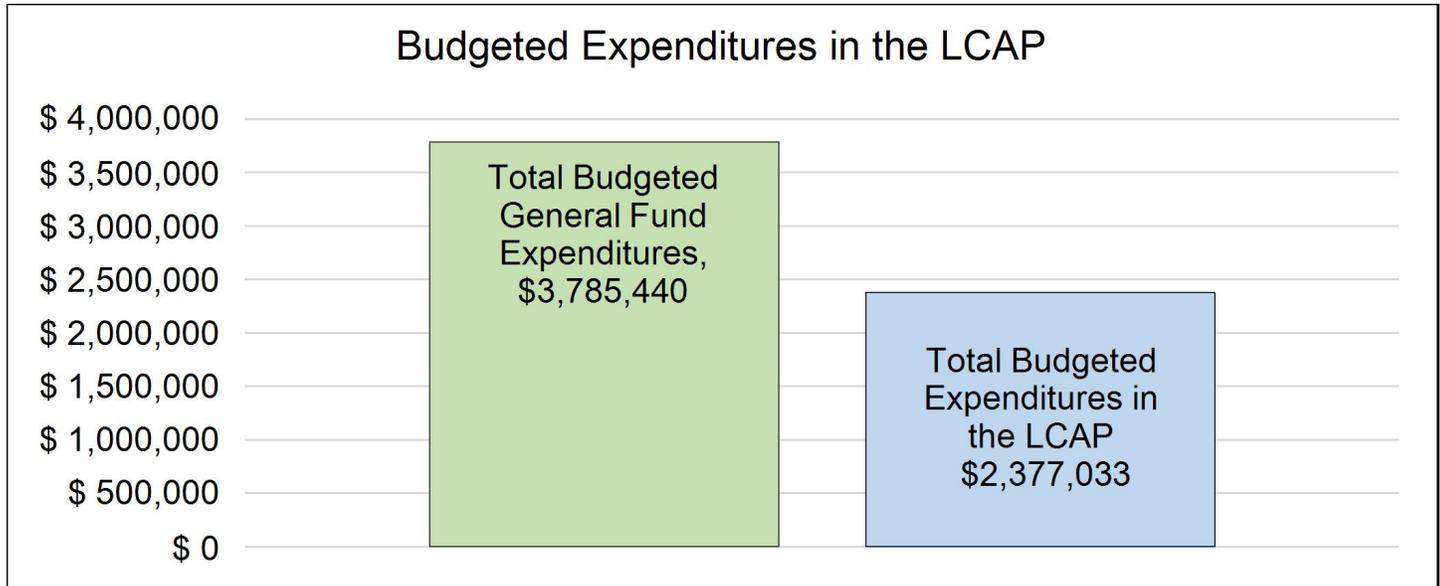


This chart shows the total general purpose revenue Motivated Youth Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Motivated Youth Academy is \$3,786,828, of which \$2,995,959 is Local Control Funding Formula (LCFF), \$256,242 is other state funds, \$15,600 is local funds, and \$519,027 is federal funds. Of the \$2,995,959 in LCFF Funds, \$533,928 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Motivated Youth Academy plans to spend for 2023-24. It shows how much of the total is tied to planned actions and services in the LCAP.

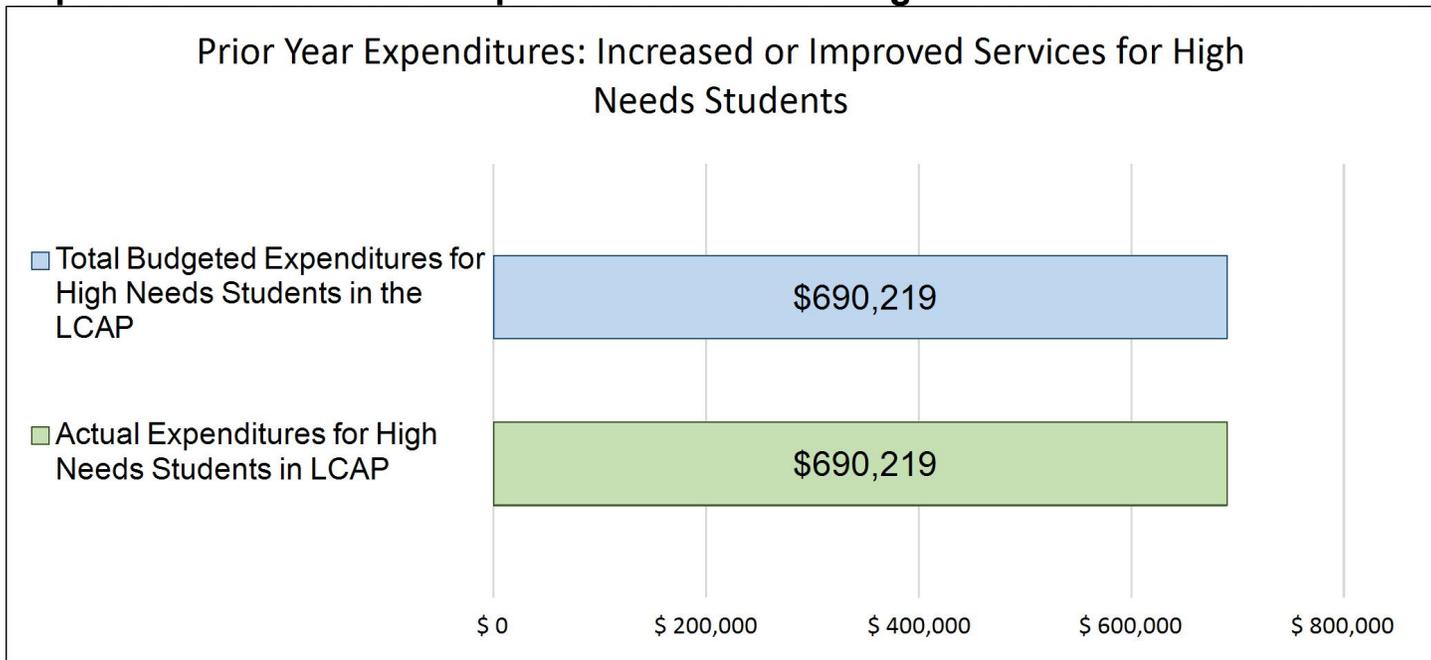
The text description of the above chart is as follows: Motivated Youth Academy plans to spend \$3,785,440 for the 2023-24 school year. Of that amount, \$2,377,033 is tied to actions/services in the LCAP and \$1,408,407 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2023-24 School Year

In 2023-24, Motivated Youth Academy is projecting it will receive \$533,928 based on the enrollment of foster youth, English learner, and low-income students. Motivated Youth Academy must describe how it intends to increase or improve services for high needs students in the LCAP. Motivated Youth Academy plans to spend \$533,928 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2022-23



This chart compares what Motivated Youth Academy budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Motivated Youth Academy estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2022-23, Motivated Youth Academy's LCAP budgeted \$690,219 for planned actions to increase or improve services for high needs students. Motivated Youth Academy actually spent \$690,219 for actions to increase or improve services for high needs students in 2022-23.

Motivated Youth Academy
Budgeted Expenditures: July 1, 2023 to June 30, 2024
Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	41,478.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		41,478.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Certificated Salaries	1000-1999	35,457.00
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	6,021.00
Books and Supplies	4000-4999	0.00
Services, Other Operating Expenses	5000-5999	0.00
Capital Outlay	6000-6599	0.00
	7100-7299	
Other Outgo (excluding Direct Support/Indirect Costs)	7400-7499	0.00
Direct Support/Indirect Costs	7300-7399	
TOTAL EXPENDITURES AND OTHER FINANCING USES		41,478.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

**MOTIVATED YOUTH ACADEMY
RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012 (sun setting 12/31/2017), and Proposition 55 Article XIII, Section 36(e) to the California Constitution effective November 8, 2016 (commencing 01/01/2018);

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the School shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor, or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Motivated Youth Academy;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Motivated Youth Academy has determined to spend the monies received from the Education Protection Act as attached.

DATED: _____, 2023.

Board Member

Board Member

Board Member

Board Member

Board Member