



MY Academy

Special Meeting of the Board of Directors

Published on April 3, 2023 at 4:21 PM PDT

Date and Time

Thursday April 6, 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: 919 8761 3422

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

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	5 m
III. Approve/Adopt Agenda			9:07 AM
A. Approve Agenda	Vote	Board President	1 m

It is recommended the Board of Directors adopt as presented, the agenda for the Special Board meeting of April 6, 2023.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

IV. Public Comments/Recognition/Reports

Purpose	Presenter	Time
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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.

V. Board Governance

9:08 AM

A. Reappointment of Board of Directors	Vote	Kurt Madden	15 m
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It is recommended the Board approve the reappointment of Steve Fraire and Michael Humphrey. The Second Amended Bylaws of Motivated Youth Academy state in Article VI Board of Directors:

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

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

VI. Education/Student Services

9:23 AM

A. Approval of Memorandum of Understanding (MOU) between the San Diego County District Attorney's Office (SDCDA) and Motivated Youth Academy (MYA)	Vote	Bill Dobson	5 m
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It is recommended the Board approve the MOU between the San Diego County District Attorney's Office and Motivated Youth Academy regarding the use and operations of the One Safe Place - North County Family Justice Center (NCFJC).

Fiscal Impact: None.

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

VII. Calendar

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

VIII. Closing Items			9:28 AM
A. Adjourn Meeting	Vote	Board President	5 m

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

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

Coversheet

Reappointment of Board of Directors

Section: V. Board Governance
Item: A. Reappointment of Board of Directors
Purpose: Vote
Submitted by: Kurt Madden
Related Material: MYA Second Amended Bylaws-Jan 2023_SIGNED.pdf

BACKGROUND:

The Second Amended Bylaws of Motivated Youth Academy state in Article VI Board of Directors:

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

RECOMMENDATION:

It is recommended the Board approve the reappointment of Steve Fraire and Michael Humphrey.

**SECOND AMENDED BYLAWS
OF
MOTIVATED YOUTH ACADEMY CHARTER SCHOOL
(A California Nonprofit Public Benefit Corporation)**

Adopted on January 12, 2023

ARTICLE I. NAME

Section 1.01 Corporate Name. The name of this corporation is Motivated Youth Academy Charter School (hereinafter, the “Corporation”).

ARTICLE II. OFFICES

Section 2.01 Principal Office. The principal office of the Corporation is located at 500 La Terraza Blvd, Suite 150 Escondido, CA 92025. The Board of Directors (“Board”) may change the principal office from one location to another within the State of California.

Section 2.02 Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where this Corporation is qualified to conduct its activities.

ARTICLE III. PURPOSES

Section 3.01 Description in Articles. The Corporation’s general and specific purposes are described in its Articles of Incorporation.

ARTICLE IV. DEDICATION OF ASSETS

Section 4.01 Dedication of Assets. This Corporation’s assets are irrevocably dedicated to charitable and educational purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or officer of the Corporation. Upon dissolution of the Corporation, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed as set forth in its Articles of Incorporation.

ARTICLE V. NO MEMBERS

Section 5.01 No Members. The Corporation shall have no members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

Section 5.02 Authority Vested in the Board. Any action that otherwise requires approval by a majority of all members, or approval by the members, requires only approval of the Board. All rights that would otherwise vest under the California Nonprofit Public Benefit Corporation Law in the members shall vest in the Board.

Section 5.03 Associates. The Corporation may use the term “members” to refer to persons associated with it, but such persons shall not be corporate members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE VI. BOARD OF DIRECTORS

Section 6.01 General Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and any limitations of the Articles of Incorporation or these Bylaws, the Corporation's activities and affairs shall be conducted, and all corporate powers shall be exercised, by or under the direction of the Board. The Board may delegate the management of the Corporation's activities to any person(s), management company, or committees, however composed, provided that the Corporation's activities and affairs shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 6.02 Specific Powers. Without prejudice to such general powers, but subject to the same limitations, the Board shall have the following powers:

(a) To approve personnel policies and monitor their implementation; to select and remove certain officers, agents, and employees of the Corporation, and to prescribe such powers and duties for them as are compatible with law, the Articles of Incorporation, or these Bylaws; to fix their compensation;

(b) To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations to do so which are not inconsistent with law, the Corporation's Articles of Incorporation, or these Bylaws;

(c) To change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; and conduct its activities in or outside California;

(d) To borrow money and incur indebtedness for the Corporation's purposes and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and security therefore;

(e) To carry on a business and apply any revenues in excess of expenses that result from the business activity to any activity that it may lawfully engage in;

(f) To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey, or otherwise dispose of real and personal property;

(g) To act as trustee under any trust incidental to the principal object of the Corporation, and to receive, hold, administer, exchange, and expend funds and property subject to such trust; and

(h) To enter into any contracts or other instruments, and do any and all other things incidental to or expedient for attainment of the Corporation's purposes.

Section 6.03 Number of Directors. The Board shall consist of a minimum of three (3) and no more than nine (9) Directors, with the actual number to be determined from time to time by the Board. If a charter authorizer representative serves on the Board pursuant to Education Code Section 47604(c), the Board may elect an additional Director to maintain an odd number of Directors, even in excess of the

nine (9) Director limit described in this section.

Section 6.04 Election of Directors. Unless an alternative process is adopted or implemented by the Board, candidates shall be nominated, evaluated and elected as follows:

(a) The Board will appoint an advisory committee to identify qualified candidates for election to the Board, and will endeavor to appoint the committee at least thirty (30) days before any election of Director(s). The committee will prepare and provide the Board a list of qualified candidates nominated by the committee, and will endeavor to complete and provide the Board such list at least seven (7) days before the election or at such other time as the Board may direct. If available at the time, the Secretary shall also provide the Board with a copy of the list when sending notice of the meeting at which the election will be held, or as soon as possible thereafter.

(b) Directors shall be elected by a majority vote of the Directors then in office, typically at the Board's annual meeting. All Directors shall have full voting rights.

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

Section 6.06 Events Causing Vacancies on Board. A vacancy on the Board shall be deemed to exist if a Director dies, resigns, is removed, or if the authorized number of Directors is increased. The Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, convicted of a felony, or found by a final order or judgment of any court to have breached any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law. Vacancies on the Board shall be filled by the vote of a majority of Directors then in office. Each Director so elected shall hold office until the expiration of the term of the replaced Director and until a successor has been duly elected and seated by the Board.

Section 6.07 Removal. Any Director may be removed at any time by a majority vote of the Board, with or without cause.

Section 6.08 Resignation. Subject to Section 5226 of the California Nonprofit Public Benefit Corporation Law, any Director may resign effective upon giving written notice to the Executive Director/CEO, the Board President, or the Board as a whole, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected before then to take office when the resignation becomes effective. No Director may resign when the Corporation would then be left without at least one (1) Director in charge of its affairs.

Section 6.09 Brown Act and Charter Schools Act Compliance; Location of Meetings. Meetings of the Board with respect to charter school operations shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Government Code Sections 54950, *et seq.*) ("Brown Act") and the Charter Schools Act.

Section 6.10 Annual Meetings. The Board shall meet annually for the purpose of organization, election of directors and officers and the transaction of such other business as may properly be brought before the meeting.

Section 6.11 Regular Meetings. The Board shall hold regular meetings, along with the annual

meetings, at such times and places as may from time to time be fixed by the Board. Regular meetings of the Board related to charter school operations shall be called, held, and conducted in accordance with the Brown Act and the Charter Schools Act, including that agendas for such meetings will be posted seventy-two (72) hours prior to the meeting in a location that is freely accessible to members of the public and on the school's website. The notice shall contain a brief general description of each item of business to be transacted or discussed at the meeting.

Section 6.12 Special Meetings. Special meetings of the Board for any purpose may be called at any time by the Executive Director/CEO, the Board President, or any two Directors. Notice of the time and place of special meetings shall be delivered to each Director personally or by telephone or email. Notice of special meetings related to charter school operations shall be provided at least twenty-four (24) hours prior to the meeting and shall be held in locations and in a manner consistent with the Brown Act and the Charter School Act.

Section 6.13 Quorum. A majority of the actual number of Directors then in office shall constitute a quorum. Every action taken or decision made by a majority of the Directors present at a meeting duly held at which a quorum is present is an act of the Board, subject to the provisions of Corporations Code Section 5212 (appointment of committees), Section 5233 (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 5234 (approval of certain transactions between corporations having common directorships), Section 5235 (compensation of directors or officers), and Section 5238(e) (indemnification of directors), and except as may be otherwise provided under the Political Reform Act, if applicable. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, but no action can be taken unless and until a quorum is restored. Directors may not vote by proxy.

Section 6.14 Participation by Teleconference. Directors may participate in a meeting of the Board through the use of teleconference telephone, electronic video communication, or similar communications equipment, so long as each Director participating in such meeting can communicate with all of the other Directors concurrently and is provided the means of participating in all matters before the Board. In addition, a Board meeting related to charter school operations must be noticed and conducted in compliance with Section 54953(b) of the Brown Act and the Charter Schools Act, including without limitation the following:

- (a) At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within the Corporation's jurisdiction;
- (b) All votes taken during a teleconference meeting shall be by roll call;
- (c) Agendas shall be posted at all teleconference locations, with each location identified in the notice and agenda of the meeting;
- (d) All locations where a member of the Board participates via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- (e) Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location; and
- (f) Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 6.15 Waiver of Notice. Notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting the lack of notice to such Director prior thereto or at its commencement. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 6.16 Action Without Meeting. The Board may take action without a meeting with respect to activities that are not related to charter school operations, if any, so long as all Directors on the Board consent in writing to such action and if allowed by applicable law under the Government and Educations Codes. Such written consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the Board.

Section 6.17 Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any Board meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the adjourned meeting to the Directors who were not present at the time of the adjournment.

Section 6.18 Compensation and Reimbursement. Directors may receive such compensation for their service as Directors and/or officers as the Board may establish by resolution to be just and reasonable compensation as to the Corporation at the time that the resolution is adopted. The Board may approve the reimbursement of a Director's actual and necessary expenses incurred when conducting the Corporation's business.

Section 6.19 Interested Person. No more than forty-nine percent (49%) of the persons serving on the Board may be interested persons. An interested person is (a) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest.

ARTICLE VII. BOARD OFFICERS

Section 7.01 Board Officers. The Corporation shall have the following Board officer positions, which shall be filled by Directors currently serving on the Board pursuant to Section 7.02 below, and who shall have such authority and duties as the Board may determine including the following:

- (a) Board President, who shall preside at Board meetings;
- (b) Board Vice President, who shall preside at Board meetings in the absence of the Board President; and
- (c) Board Clerk, who may preside at Board meetings and fulfill the Board President's responsibilities described above in the absence of the Board Vice President or the Board President. In addition to the Board President, the Board Clerk shall sign and review the Board approved minutes of this Corporation.

Section 7.02 Election of Board Officers. The Board officers shall be elected annually by a majority vote of the Board at a regular or special meeting of the Board, shall serve at the pleasure of the Board for one (1) year terms without a limitation on the number of consecutive terms, and shall hold their

respective offices until their resignation, removal, or other disqualification from service.

Section 7.03 Removal of Board Officers. Any Board officer may be removed, with or without cause, by a majority vote of the Board at any time. Such removal shall be without prejudice to the rights, if any, of an officer under any contract of employment.

Section 7.04 Resignation of Board Officers. Any Board officer may resign at any time by giving written notice to the Board, but without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party. Any such resignation shall take effect upon receipt of that notice or at any later time specified by that notice and, unless otherwise specified in that notice, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.05 Board Officer Vacancies. A vacancy in any Board office for any reason shall be filled in the manner provided in Section 7.02 for the election of Board officers, except that such vacancies shall be filled as they occur (rather than annually).

ARTICLE VIII. CORPORATE OFFICERS

Section 7.06 Corporate Officers. The Corporation shall have the following corporate officer positions, which are typically held by employees or contractors of the Corporation, who shall have the following duties and shall serve pursuant to their contracts of employment:

(a) Executive Officer, who shall be the general manager and chief executive officer of the Corporation, and, subject to the control of the Board and their employment contract, shall generally supervise, direct, and control the activities, affairs, and employees of the Corporation, and shall see that all resolutions of the Board are carried into effect, and shall perform any and all other duties assigned by the Board, and by contract if an employee. The Executive Officer shall be reported on the Statement of Information filed with the Secretary of State as the Chief Executive Officer of the Corporation.

(b) Chief Financial Officer, who shall supervise the charge and custody of all funds of this Corporation, the deposit of such funds in the manner prescribed by the Board, and the keeping and maintaining of adequate and correct accounts of the Corporation's properties and business transactions, shall render reports and accountings as required, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws. The Chief Financial Officer shall be reported on the Statement of Information filed with the Secretary of State as the Chief Financial Officer of the Corporation.

(c) Secretary, who shall be responsible for keeping a full and complete record of the proceedings of the Board and its committees, giving such notices as may be proper and necessary, keep the minute books of this Corporation, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws. The Secretary shall be reported on the Statement of Information filed with the Secretary of State as the Secretary of the Corporation.

Section 7.07 Duplication of Office Holders. Any number of offices may be held by the same person, except that neither the Secretary, the Treasurer (if any) nor the Chief Financial Officer may serve concurrently as the Board President or the Executive Officer.

Section 7.08 Compensation of Officers. Subject to Section 6.18 above, the salaries of officers, if any, shall be fixed from time to time by resolution of the Board, or in the case of corporate officers hired by the Executive Officer, the Executive Officer shall have the authority to fix such corporate officers' salaries, if any. In all cases, any salaries received by the Corporation's officers shall be reasonable and given in return for services actually rendered for the Corporation which relate to the performance of the

charitable purposes of the Corporation.

ARTICLE IX. COMMITTEES

Section 8.01 Board Committees. The Board may create one or more committees, each consisting of two (2) or more Directors or others to serve at the pleasure of the Board, and may delegate to such committee any of the authority of the Board, except with respect to:

- (a) Final action on any matter that, by law, requires approval of all of the Directors or a majority of all of the Directors;
- (b) The filling of vacancies on the Board or on any committee which has the authority of the Board;
- (c) The fixing of compensation, if any, of the Directors for serving on the Board or on any committee;
- (d) The amendment or repeal of the Corporation's Bylaws or the adoption of new Bylaws;
- (e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- (f) The appointment of other committees having the authority of the Board; or
- (g) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected.

Committees must be created, and the members thereof appointed, by resolution adopted by a majority of the number of Directors then in office. The Board may appoint, in the same manner, alternate members to a committee who may replace any absent member at any meeting of the committee.

Section 8.02 Meetings and Action of Board Committees. Meetings and actions of Board committees shall be governed generally by, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board, except that special meetings of committees may also be called by resolution of the Board. Meetings of committees related to charter school operations shall be conducted in accordance with the Brown Act, if applicable. The Board may prescribe the manner in which proceedings of any such committee shall be conducted, so long as such rules are consistent with these Bylaws and the Brown Act, if applicable. In the absence of any such rules by the Board, each

committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Minutes shall be kept of each meeting of each committee and shall be filed with the corporate records.

Section 8.03 Revocation of Delegated Authority to Board Committees. The Board may, at any time, revoke or modify any or all of the authority so delegated to a committee, increase or decrease, but not below two (2), the numbers of its members, and may fill vacancies therein from the members of the Board.

Section 8.04 Audit Committee. For any tax year in which the Corporation has non-governmental gross revenues of \$2 million or more or is otherwise required by applicable law to have an independent

audit, this Corporation shall have an Audit Committee whose members shall be appointed by the Board, and may include both Directors and non-Directors, subject to the following limitations: (a) members of the Finance Committee, if any, shall constitute less than one-half of the membership of the Audit Committee; (b) the Chair of the Audit Committee may not be a member of the Finance Committee, if any; (c) the Audit Committee may not include any member of the staff, including the Chief Executive Officer and the Chief Financial Officer; (d) the Audit Committee may not include any person who has a material financial interest in any entity doing business with this Corporation; and (e) Audit Committee members may not receive compensation greater than the compensation paid to Directors for their service on the Board (as provided herein, members of the Board are not compensated for service on the Board).

The Audit Committee shall: (1) recommend to the full Board for approval the retention and, when appropriate, the termination of an independent certified public accountant to serve as auditor; (2) subject to the supervision of the full Board, negotiate the compensation of the auditor on behalf of the Board; (3) confer with the auditor to satisfy the Audit Committee members that the financial affairs of this Corporation are in order; (4) review and determine whether to accept the audit; and (5) approve performance of any non-audit services provided to this Corporation by the auditor's firm.

ARTICLE X. INDEMNIFICATION AND INSURANCE

Section 9.01 Indemnification. To the fullest extent permitted by law, the Corporation shall indemnify its Directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses" shall have the same meaning herein as in Section 5238(a) of the Corporations Code. On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238(b) or Section 5238(c), the Board of Directors shall promptly decide under Corporations Code Section 5238(e) whether the applicable standard of conduct set forth in Corporations Code Section 5238(b) or Section 5238(c) has been met and, if so, the Board of Directors shall authorize indemnification.

Section 9.02 Insurance. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, Directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, Director, employee, or agent in such capacity or arising from the officer's, Director's, employee's, or agent's status as such.

Section 9.03 Non-Liability of Directors. No Director shall be personally liable for the Corporation's debts, liabilities, or other obligations.

ARTICLE XI. RECORDS AND REPORTS

Section 10.01 Maintenance of Corporate Records. The Corporation shall keep (a) adequate and correct books and records of account; (b) written minutes of the proceedings of the Board and committees of the Board; (c) the original or a copy of its Articles of Incorporation and Bylaws, as amended to date; and (d) such reports and records as required by law.

Section 10.02 Inspection. Every Director shall have the right at any reasonable time, and from

time to time, to inspect all books, records, and documents of every kind and the physical properties of the Corporation, subject to applicable law. Such inspection by a Director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 10.03 Annual Report. Pursuant to Corporations Code Section 6321, within 120 days after the close of its fiscal year the Corporation shall send each Director and any other persons as may be designated by the Board, a report containing the following information in reasonable detail:

- (a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year.
- (b) The principal changes in the assets and liabilities, including trust funds, during the fiscal year.
- (c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year.
- (d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

Section 10.04 Annual Statement of Certain Transactions and Indemnifications. As part of the annual report to all Directors, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and deliver to each Director any information required by Corporations Code Section 6322 with respect to the preceding year.

ARTICLE XII. OTHER PROVISIONS

Section 11.01 Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

Section 11.02 Fiscal Year. The fiscal year of the Corporation shall be from July 1st through June 30th of the following year.

ARTICLE XIII. AMENDMENT OF BYLAWS

Section 12.01 Bylaw Amendments. The Board may adopt, amend, or repeal Bylaws unless doing so would be a prohibited amendment under the California Corporations Code. Any amendment to these Bylaws will require a majority vote of the Directors then in office.

CERTIFICATE OF ADOPTION

I certify that I am the Secretary of Motivated Youth Academy Charter School, a California nonprofit public benefit corporation, and that the foregoing Second Amended Bylaws constitute the Bylaws of such Corporation that were duly adopted by its Board of Directors on January 12, 2023.

IN WITNESS WHEREOF, I have executed this certificate on January 19, 2023.

DocuSigned by:

Lori Hatha

7EF93BA80GFB4B8...

Secretary, Motivated Youth Academy Charter School

Coversheet

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

Section: VI. Education/Student Services
Item: A. Approval of Memorandum of Understanding (MOU) between the San Diego County District Attorney's Office (SDCDA) and Motivated Youth Academy (MYA)
Purpose: Vote
Submitted by: Bill Dobson
Related Material: Unsigned One Safe Place Partner MOU Jan 2023 - FINAL (1).pdf

BACKGROUND:

San Diego County District Attorney's Office (SDCDA) is the largest provider of victim services assisting approximately fifteen thousand (15,000) crime victims annually. However, data indicates there are thousands of crime victims that either report crime but are unable to access victim services, or those who do not report crime but are nonetheless in desperate need of victim services. SDCDA in collaboration with law enforcement partners and community service providers has strategically identified the need to regionalize victim services in the north region of San Diego County to address the region's need for victim services.

The North County Family Justice Center (NCFJC), guided by SDCDA, will provide a single location for law enforcement, victim advocates, case managers, therapists, justice practitioners, forensic services personnel, and other needed service providers to convene to serve victims of crime or those with a trauma history that need care.

MYA will work with NCFJC's Care Coordinator Supervisor, Palomar Partner, Case Managers and Care Coordinators to provide equitable access to educational resources through MYA's flex based independent study learning model. Having a partnership with NCFJC's One Safe Place would entail NCFJC sending MYA appropriate referrals and opening NYFCA's space for MYA teachers to use for One Safe Place referred students for instruction.

RECOMMENDATION:

It is recommended the Board approve the MOU between MYA and San Diego County District Attorney's Office (SDCDA), as presented.

Fiscal Impact: None.

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**OFFICE OF
THE DISTRICT ATTORNEY
COUNTY OF SAN DIEGO**

DWAIN D. WOODLEY
ASSISTANT DISTRICT ATTORNEY

SUMMER STEPHAN
DISTRICT ATTORNEY

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN DIEGO COUNTY DISTRICT ATTORNEY'S OFFICE AND MOTIVATED
YOUTH ACADEMY**

I. PARTICIPATING AGENCIES

This Memorandum of Understanding (MOU) is entered into by and between the San Diego County District Attorney's Office ("SDCDA") with its principal place of business located at the Hall of Justice 330 W. Broadway, Ste 1300, San Diego, CA 92101 and Motivated Youth Academy (MYA) ("MOU Partner") with its principal office located at 500 La Terraza Blvd. Suite #150, Escondido, CA 92025 regarding the use and operations of the One Safe Place - North County Family Justice Center ("NCFJC"), located at 1050 Los Vallecitos Boulevard, San Marcos, California 92069 (Premises).

II. BACKGROUND

SDCDA is the largest provider of victim services assisting approximately fifteen thousand (15,000) crime victims annually. However, data indicates there are thousands of crime victims that either report crime but are unable to access victim services, or those who do not report crime but are nonetheless in desperate need of victim services. SDCDA in collaboration with law enforcement partners and community service providers has strategically identified the need to regionalize victim services in the north region of San Diego County to address the region's need for victim services.

NCFJC guided by SDCDA will provide a single location for law enforcement, victim advocates, case managers, therapists, justice practitioners, forensic services personnel, and other needed service providers to convene to serve victims of crime or those with a trauma history that need care ("Clients").

III. MISSION

"Together, community partners provide help, hope and healing for victims and their families." Our mission is to collectively and collaboratively provide victims and their family members integrated health, justice, and healing services to address the effects of victimization and improve outcomes for the persons harmed and for the community.

IV. PURPOSE

This MOU delineates the roles, responsibilities and commitments of the Participating Agencies relating to the operations of NCFJC.

V. RECITALS

WHEREAS the North County Family Justice Center (NCFJC) is a program of SDCDA. The NCFJC provides a location to convene public agencies and community service providers, including MOU Partners (collectively referred to as Participating Agencies), and other professionals and volunteers to fulfill a community need for coordinated, streamlined and collaborative services to victims and families; and

WHEREAS SDCDA leases office space for the NCFJC, located at 1050 Los Vallecitos Boulevard, San Marcos, California 92069, pursuant to the Lease between the County of San Diego as tenant, and 1050 Los Vallecitos LLC, a California limited liability company, as landlord; and

WHEREAS the NCFJC relies on the MOU Partners to offer services to victims and families; and

WHEREAS SDCDA provides use of office space and common areas such as breakrooms, interview rooms, client care rooms, so that MOU Partners can co-locate and collaborate in providing services to victims; and

WHEREAS MOU Partner is a qualified organization with the expertise, experience, and personnel to provide services to victims; and

WHEREAS SDCDA desires to grant MOU Partner the non-exclusive right to enter onto the Premises for the purposes described in this MOU and based on the terms and conditions of this MOU.

VI. ROLES AND RESPONSIBILITIES OF MOTIVATED YOUTH ACADEMY

- a. Provide services, staff and/or conduct programs at NCFJC as reasonably necessary and appropriate within the MOU Partner's area of expertise.
- b. Promptly communicate any changes in staffing and staff schedules with Director and/or Operations Manager.
- c. Abide by all policies, procedures and protocols stated in the NCFJC's Operations Manual, including wearing of identification badge while inside the NCFJC.
- d. Maintain Workers' Compensation insurance in compliance with state laws.
- e. Follow all CA state mandatory reporting laws for reporting abuse based on staff role and profession.
- f. Assign appropriate personnel as the participating partner liaison to attend regular NCFJC weekly, monthly, quarterly, and yearly partner meetings and other NCFJC meetings as called.
- g. Complete trainings as required by SDCDA including but not limited to topics such as De-escalation and Crisis related training; Mental Health First Aid, lethality, and risk assessment; best practice response for serving survivors and victims of domestic violence, teen relationship abuse, child abuse, elder and dependent adult abuse, human trafficking and CSEC, gang violence, and other victim/survivor training related to trauma informed practices.
- h. Present in meetings, workshops and conferences as requested and agreed upon.
- i. Participate in surveys of NCFJC clients, and other evaluation activities in order to measure outcomes of the collaborative success.

- j. Commit to participate in centralized intake system, “Hope Tech Suite” to share NCFJC related outcomes with the Participating Agencies and participate in client-authorized of client-authorized information sharing and collaboration. SDCDA to provide license for intake system and access.
- k. Executive Director of partner agency meets with Executive Director of NCFJC every six (6) months to discuss outcomes and opportunity for increased partnership success.
- l. Commit to working with other agencies inside NCFJC in an active, collaborative process as opposed to working in “silos” throughout the building.

VII. ROLES AND RESPONSIBILITIES OF SDCDA

- a. Provide non-exclusive and revocable access to offices, workspace, or common areas at the NCFJC to MOU Partner for the purposes described in this MOU and in accordance with the terms and conditions in this MOU.
- b. Provide NCFJC’s Operations Manual.
- c. Provide access to systems and forms identified by NCFJC to be used for the operations.
- d. Provide office furniture and common facilities for services or programs for NCFJC clients or related to the NCFJC’s work, including reception area, multipurpose rooms, training room, and staff lunchroom.
- e. Provide access to Internet via wireless connection, Partner responsible for laptop and cell phone equipment.
- f. Provide for use of printers, copy machine, and utilities.
- g. Provide building Security during office hours.
- h. Provide referrals from SDCDA staff within the building and from advocate team within larger District Attorney’s Office.
- i. Regular communication on NCFJC activities, including training and grant opportunities.
- j. Convene NCFJC events, regular Partner meetings and mandatory and other trainings.
- k. Change the MOU Partner assigned office or workspace as necessary.
- l. Provide license and access to “Hope Tech Suite” Centralized Intake System for client-authorized information sharing between partners in the collaborative when feasible and applicable.

VIII. HOURS OF OPERATION

Normal business hours will be set by the SDCDA. Partner will notify the Front Desk Receptionist of any need to hold a meeting after hours (preferably in advance) as we’ll ensure clients are escorted out of the building and building is secured. Partner will also notify the Front Desk Receptionist or the Operations Manager if partner employee is unable to be physically present at the NCFJC when scheduled.

IX. RESTRICTIONS ON USE

Partner will not use the NCFJC Property for any activities that are not approved by SDCDA.

- a. Partner will only serve NCFJC clients at the NCFJC Facility, unless approved in advance by SDCDA.

- b. Partner will not construct or place any permanent structures, signs, or improvements on the NCFJC Property, nor alter any existing structures, signs or improvements on the NCFJC Property.
- c. Partner will not conduct any unauthorized activities on or about the NCFJC Property that constitute waste or nuisance.
- d. Partner will only display those signs and artwork that are approved by SDCDA. Partner will not damage NCFJC's Real or Personal Property.
- e. Partner will not cause any Hazardous Material to be brought upon, kept, used, stored, generated, or disposed of in, on or about the NCFJC Property, or transported to or from the NCFJC Property.
- f. Partner acknowledges its responsibility to keep and maintain the facility and premises and every part thereof in good order and clean condition.
- g. Partner will not bring any additional furniture or fixtures or agreed upon equipment into the premises without written approval of SDCDA.
- h. Partner will be responsible for arranging conference room and huddle spaces for their own meetings and placing all furniture in the way it was originally found. Partner is responsible for cleaning up all reserved spaces after meetings and ensuring that all trash is placed in proper receptacles after meetings.
- i. Partner will be responsible for any and all repairs or maintenance of the premises required as the result of the negligent, careless, or willful acts of Partner, its employees, or business visitors. By entry onto the premises, Partner will be deemed to have acknowledged that the premises are in good order and suitable for intended use.

X. INTERFERENCE WITH NCFJC OPERATIONS

SDCDA retains the discretion to identify activities conducted by Partners that is not in accordance with the mission and intention of NCFJC and/or NCFJC Operations and to direct Partner to cease such activities or take such other action, as SDCDA deems necessary.

Partner will be given a reasonable time within which to comply with SDCDA's directive, if appropriate. Any costs incurred by SDCDA in remedying such activity will be Partner's sole responsibility.

XI. INSPECTION

SDCDA will have the right to enter premises to determine if its use is in accordance with this Agreement and the mission of NCFJC including the right to enter and inspect the premises, excluding confidential client records, and to change assigned workspace areas as is necessary with no less than five (5) days' notice to the Partner.

XII. SOLICITING

No soliciting (e.g., sales, auctions, or fundraisers etc.) or lobbying activities will be conducted on the premises.

XIII. CONFIDENTIALITY

The Participating Agencies agree to comply with all applicable state or federal laws regarding confidentiality, including but not limited to, the identity of clients served at the NCFJC, their records, or services provided them and assure that no person will publish or disclose any client information, except

as may be authorized by clients or required in the administration of the services conducted pursuant to this MOU as described below.

Understanding that confidentiality is a critical value embraced and practiced at the NCFJC, the Participating Agencies will ensure that their staff will protect the confidentiality of all client-related information they obtain or overhear while working at the NCFJC.

XIV. CLIENT INFORMATION SHARING

With informed consent in writing from a client, the Participating Agencies shall share information and documents authorized by the client to be shared for the purposes of enhancing safety and providing more effective services. Any such information and documents shall not be disclosed to any third party unless the third-party disclosure is authorized by the client or required by court order.

XV. DATA SHARING

The Participating Agencies agree to work together to implement and utilize the NCFJC data system(s) as identified by SDCDA and related practices to gather and share client information for the purpose of triage and service coordination, to track client progress and to ensure clients' needs are being addressed and outcomes met. This includes communicating the status of requested services on behalf of individual clients to SDCDA.

Data will also be analyzed and shared in aggregate for the purposes of administrative, grant/contract, and donor reporting, to track NCFJC and program outcomes, to generate reports, and to perform general program evaluation.

Client information may be shared with Participating Agencies as necessary for collaboration and service provision subject to confidentiality restrictions and client consent. Client consent for information sharing will be obtained at intake and renewed routinely.

XVI. COLLABORATIVE FUNDING OPPORTUNITIES

The Participating Agencies will engage in open communication about potential collaborative funding opportunities. The Participating Agencies will develop a coordinated approach and message when pursuing collaborative funding opportunities.

XVII. RELATIONSHIP CLARIFICATION

The participation of the MOU Partner at the NCFJC does not create an employment, tenancy, fiscal, fiduciary, or agency relationship between SDCDA and MOU Partner, or any of their officers, employees, volunteers, agents, or contractors. This agreement does not convey any possessory interest to MOU Partner.

The parties agree to work together for the common goals and good of NCFJC and for victims. Management direction and supervision of personnel participating in this agreement remain under exclusive management, direction, and control of each respective party's chain of command.

XVIII. BACKGROUND CHECKS

All partners that work inside NCFJC space will need to be background checked which includes but is not limited to a livescan either by 1) partner agency who then provides proof of background clearance before partner co-locates at NCFJC or 2) SDCDA who will require livescan and local criminal records check paid for by SDCDA. Partner agency assumes liability for any malfeasance or misconduct of partner employees working within NCFJC.

XIX. ASSIGNMENT AND SUBLICENSE

MOU Partner shall not assign or sublicense any rights granted by this MOU or any interest in this MOU without SDCDA's prior written consent. Approval of any such proposed assignment or sublicense may be withheld at the sole and absolute discretion of SDCDA. Any assignment by operation of law shall automatically terminate this MOU.

XX. COMPLIANCE WITH LAW

MOU Partner shall, at its sole cost and expense, at all times in its occupancy, use and maintenance of the Premises comply with all applicable rules, regulations and laws, and all direction by competent authority, which now or hereafter pertain to MOU Partner's occupancy, use, and maintenance of the Premises. In addition, MOU Partner shall comply immediately with all directives issued by SDCDA or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

XXI. DRUG FREE WORKPLACE AND NON-DISCRIMINATION

MOU Partner agrees to comply with the County of San Diego's Drug-Free Workplace requirements. MOU Partner shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, marital status, or disability with respect to employment, contracting, admission, or services and privileges offered to clients of the NCFJC pursuant to this MOU.

XXII. CONFLICT RESOLUTION

If any conflict arises between the Participating Agencies, they will commit to resolving their conflict as follows: (a) they will meet to discuss their conflict; (b) they will involve their supervisors as appropriate; (c) they will review together this MOU and the NCFJC Operations Manual; and (d) identify what is out of alignment and needs adjustment if appropriate. SDCDA retains the right to request removal of any Partner personnel as needed to resolve or mediate any conflicts or noncompliance with the Operations Manual and Mission of NCFJC.

XXII. TERMINATION

Either party may terminate this Agreement with thirty (30) days' written notice to the other party. Upon termination of the Agreement, MOU Partner shall promptly vacate the NCFJC and shall remove all items other than property owned by the NCFJC. MOU Partner shall repair or be liable for the costs of any damage caused to the NCFJC by MOU Partner's personnel, employees, volunteers, agents, or contractor. Upon termination of this Agreement, Partner at its sole cost and expense will remove all of its furnishings, equipment, and personal property from premises and, to the extent requested by SDCDA, restore the premises as nearly as possible to the condition in which it existed immediately prior to the date of commencement of this Agreement.

XXIV. INDEMNIFICATION

SDCDA shall not be liable for, and Participating Agencies shall defend, indemnify, and hold SDCDA harmless from, any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, malfeasance, misconduct, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to the work covered by this MOU arising either directly or indirectly from any act, error, omission or negligence of the Participating Agency or its contractors, licensees, agents, servants or employees, including, without limitation, claims caused by the concurrent negligent act, error or omission, whether active or passive, of SDCDA or its agents or employees. However, Service Provider shall have no obligation to defend or indemnify SDCDA from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of SDCDA or its agents or employees.

XXV. TERM OF AGREEMENT AND MODIFICATION OF THE MOU

The term of this Agreement shall commence as April 6, 2023, and shall continue until cancelled by either party, given thirty (30) days notice. Any modification of this MOU is effective with the written mutual consent of the involved Participating Agencies. This MOU may be signed in counterparts.

So, AGREED on behalf of the entities/organizations below:

William B. Dobson
Interim Director
Motivated Youth Academy

Date

Summer Stephan
District Attorney
San Diego County District Attorney

Date