



MY Academy

Regular Meeting of the Board of Directors

Published on December 8, 2023 at 5:04 PM PST

Date and Time

Thursday December 14, 2023 at 9:00 AM PST

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: 816 128 9676

<https://us06web.zoom.us/j/8161289676?omn=87658814906>

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. 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			9:01 AM
A. Led by Board President or designee.		Board President	1 m
B. Land Acknowledgement		Bill Dobson	1 m
III. Approve/Adopt Agenda			9:03 AM
A. Call the Meeting to Order		Board President	1 m
B. Approve Agenda	Vote	Board President	1 m
It is recommended the Board of Directors adopt as presented, the agenda for the Regular Board meeting of December 14, 2023.			
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Peter Matz			

	Purpose	Presenter	Time
Larry Alvarado			
Moved by _____	Seconded by _____	Ayes _____ Nays _____ Absent _____	

IV. Approve Minutes**9:05 AM**

- | | | | | |
|-----------|--|-----------------|-----------------|-----|
| A. | Minutes of the Regular Meeting of the Board of Directors that was held on October 12, 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 _____

- | | | | | |
|-----------|---|-----------------|-----------------|-----|
| B. | Minutes of the Board of Directors Study Session that was held on November 9, 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**9:07 AM**

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.

- | | | | | |
|-----------|---------------------------|------|-----------------|------|
| A. | Adjourn to Closed Session | Vote | Board President | 20 m |
|-----------|---------------------------|------|-----------------|------|

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

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

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

Purpose	Presenter	Time
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Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

VI. Reconvene Regular Meeting 9:27 AM

A. Report out any action taken in closed session.	Discuss	Board President	1 m
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VII. Public Comments/Recognition/Reports

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

VIII. Correspondence/Proposals/Reports 9:28 AM

A. Annual Goals 2023-24 Motivated Youth Academy, Presented by Bill Dobson, Interim Director	Discuss	Bill Dobson	4 m
B. School Highlights, Presented by Melissa Blitzstein, Interim Assistant Director	Discuss	Melissa Blitzstein	4 m
C. Student Spotlight Ava Robleto - 11th Grade, Presented by Teacher of Record Noel Larsen	Discuss	Noel Larsen	4 m

IX. Consent 9:40 AM

Items listed under Consent are considered routine and will be approved/adopted by a single motion. There will be no separate discussion of these items; however, any item may be removed from the Consent upon the request of any member of the Board, discussed, and acted upon separately.

	Purpose	Presenter	Time
A.	Consent - Business/Financial Services		1 m
	1. Check Register - October 2023		
	2. Check Register - November 2023		
	3. Approval of Transportation Coordination License and Services Agreement between HopSkipDrive, Inc. and Motivated Youth Academy (Renewal)		
	4. Approval of News2You (n2y) Subscription		
	5. Approval of Charter Schools Development Center (CSDC) Membership for 2023-24 (Renewal)		
	6. Approval of Edwards, Stevens & Tucker, LLP Legal and Consultant Services Agreement		
B.	Consent - Personnel Services		1 m
	1. Approval of Classified Personnel Report		
C.	Consent - Policy Development	Vote Board President	1 m
	Approval of existing board policies revised, reviewed, and eliminated by staff for the 2023-24 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.

4000 Series - Personnel Services

4150-MYA Mileage Reimbursement Policy

5000 Series - Student Services

5010-MYA Education Records and Student Information Policy

5015-MYA Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy

5020-MYA Suicide Prevention Policy

Consent items listed under A through D 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

	Purpose	Presenter	Time
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

X. Business/Financial Services**9:43 AM**

- | | | | | |
|-----------|--|------|----------------|-----|
| A. | Approval of 2023-24 First Interim Financial Report | Vote | Roger Castillo | 5 m |
|-----------|--|------|----------------|-----|

It is recommended the Board approve the 2023-24 First Interim Financial Report for Motivated Youth Academy (#1628).

Fiscal Impact: None.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

- | | | | | |
|-----------|---|------|------------|-----|
| B. | Approval of CliftonLarsonAllen (CLA) Annual Audit Report - Year Ended June 30, 2023 - Motivated Youth Academy (Draft) | Vote | Lili Huang | 5 m |
|-----------|---|------|------------|-----|

It is recommended the Board approve the Annual Audit Report - Year Ended June 30, 2023, for Motivated Youth Academy (#1628).

Fiscal Impact: None.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

- | | | | | |
|-----------|---|------|-------------|-----|
| C. | Approval of Registration for Bill Dobson and Gigi Lenz to attend the Charter Business Officer | Vote | Bill Dobson | 3 m |
|-----------|---|------|-------------|-----|

	Purpose	Presenter	Time
Training Program offered by Charter School Development Center (CSDC)			
It is recommended the Board approve the registration for Bill Dobson and Gigi Lenz to attend the Charter Business Officer Training Program offered by the Charter School Development Center (CSDC) for Motivated Youth Academy (#1628).			
Fiscal Impact: \$11,800.00			
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Peter Matz			
Larry Alvarado			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

XI. Education/Student Services**9:56 AM**

A.	Approval of 2023-24 School Plan for Student Achievement (SPSA)	Vote	Melissa Blitzstein	5 m
It is recommended the Board approve the 2023-24 School Plan for Student Achievement (SPSA) for Motivated Youth Academy (#1628).				
Fiscal Impact: None.				
Roll Call Vote:				
William Hall				
Michael Humphrey				
Steve Fraire				
Peter Matz				
Larry Alvarado				
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____				

XII. Personnel Services**10:01 AM**

A.	Approval of Termination of KM Educational Consulting Agreement, and Kurt Madden's	Vote	Bill Dobson	3 m
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	Purpose	Presenter	Time
<p>Resignation as CEO, Motivated Youth Academy Corporation</p> <p>It is recommended the Board approve the termination of KM Educational Consulting Agreement, and the resignation of Kurt Madden as CEO for Motivated Youth Academy Corporation, effective January 1, 2024.</p> <p>Fiscal Impact: None.</p> <p>Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____</p>			
B.	Approval of Employee Work-Related Travel Expenses Reimbursement Policy	Vote Bill Dobson	3 m
<p>It is recommended the Board approve the Employee Work-Related Travel Expenses Reimbursement Policy for Motivated Youth Academy (#1628).</p> <p>Fiscal Impact: None.</p> <p>Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____</p>			
XIII. Board Governance			10:07 AM
A.	Election of Motivated Youth Academy Corporate Officer	Vote Board President	3 m
<p>In accordance with the Second Amended Bylaws of Motivated Youth Academy, Article VIII, Corporate Officers, Section 7.06, it is recommended the Board of Directors conduct the election for the following corporate officer position:</p>			

	Purpose	Presenter	Time
a. Chief Executive Officer (CEO) : _____			
Fiscal Impact: None.			
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Peter Matz			
Larry Alvarado			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			
B.	Annual Organizational Structure of the Board of Directors - Election of Officers	Vote Board President	5 m
The Board will take action to elect a new Board President, Vice President, and Clerk.			
Elections:			
a. Board President: _____			
b. Board Vice President: _____			
c. Board Clerk: _____			
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Peter Matz			
Larry Alvarado			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			
C.	Full Board Action in Lieu of Audit Committee, Fiscal Year 2023-24	Vote Board President	3 m
An annual independent financial audit of the books and records of Motivated Youth Academy will be conducted as required by Education Code Sections 47605(c)(5)(l) and 47605(m).			

	Purpose	Presenter	Time
It is recommended the Motivated Youth Academy Governing Board oversee the selection of an independent auditor and the completion of an annual audit of the school's financial affairs as a full Board.			

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

XIV. Calendar

The next Regular Board of Directors meeting will be held on January 11, 2024.

XV. Comments

10:18 AM

A.	Board Comments	Discuss	Board President	5 m
B.	Interim Director and CEO Comments	Discuss	Bill Dobson	2 m

XVI. Closing Items

10:25 AM

A.	Adjourn Meeting	Vote	Board President	1 m
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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

Land Acknowledgement

Section:	II. Pledge of Allegiance
Item:	B. Land Acknowledgement
Purpose:	
Submitted by:	
Related Material:	Land Acknowledgement.pdf

Land Acknowledgement

It is important that we demonstrate respect for the historic and contemporary presence of Indigenous peoples in California and particularly the San Diego area. It is important for us to recognize that our school resides on what were historically the traditional territories of indigenous peoples who were dispossessed of their homelands.

We are grateful and appreciative to the indigenous peoples, the traditional caretakers of the land, for the use of their lands on which we work, study, and learn. In this spirit, we would like to acknowledge and pay our respects to the Luiseno, Cahuilla, Cupeno, Kumeyaay, Northern Diegueño tribes and all the American Indian and Indigenous peoples and communities who have been or have become part of these lands and territories in California.



Coversheet

Minutes of the Regular Meeting of the Board of Directors that was held on October 12, 2023

Section: IV. Approve Minutes
Item: A. Minutes of the Regular Meeting of the Board of Directors that was held on October 12, 2023
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Meeting of the Board of Directors on October 12, 2023

APPROVED



MY Academy

Minutes

Regular Meeting of the Board of Directors

Date and Time

Thursday October 12, 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: 816 128 9676

<https://us06web.zoom.us/j/8161289676>

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REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

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Directors Present

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

Directors Absent

None

Guests Present

B. Dobson, D. Georgeson, 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 Oct 12, 2023 at 9:01 AM.

B. Record Attendance

II. Pledge of Allegiance

A. Led by Board President or designee.

W. Hall led the Pledge of Allegiance.

B. Land Acknowledgement

B. Dobson presented the Land Acknowledgement.

III. Approve/Adopt Agenda

A. Approve Agenda

M. Humphrey made a motion to approve the amended agenda and remove Closed Session.

L. Alvarado seconded the motion.

W. Hall, President requested to amend agenda and remove Closed Session.

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

IV. Approve Minutes

A. Minutes of the Regular Meeting of the Board of Directors that was held on September 14, 2023

S. Fraire made a motion to approve the minutes from Regular Meeting of the Board of Directors on 09-14-23.

M. Humphrey seconded the motion.

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

V. Adjourn to Closed Session

A. Closed Session

Agenda was amended to remove closed session.

VI. Reconvene Regular Meeting

A. Report out any action taken in closed session.

Agenda was amended to remove Closed Session.

VII. Correspondence/Proposals/Reports

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

M. Blitzstein, presented the School Highlights.

B. Financial Update July-August, Presented by Roger Castillo, Director of Client Finance, Charter Impact

R. Castillo presented the Financial Update July-August.

VIII. Consent

A. Consent - Business/Financial Services

1. Check Register - September 2023

B. Consent - Education/Student Services

1. Approval of Endorsement of Indigenous People's Day

2. Approval of Endorsement of Runaway and Homeless Youth Month

3. Approval of Endorsement of Mental Illness week
4. Approval of Endorsement of National Domestic Violence Awareness Month

C. Consent - Personnel Services

1. Approval of Certificated Personnel Report
2. Approval of Classified Personnel Report
3. Approval of Job Descriptions (Revised)

D. Consent - Policy Development

Approval of existing board policies revised, reviewed, and eliminated by staff for the 2023-2024 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.

1000 Series - Community Relations

1025-MYA Uniform Complaint Policy

M. Humphrey made a motion to approve the consent items A through D.

S. Fraire seconded the motion.

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

IX. Business/Financial Services

A. Approval of Agreement between Cook Center for Human Connection and Motivated Youth Academy

S. Fraire made a motion to approve the agreement between Cook Center for Human Connection and Motivated Youth Academy.

P. Matz seconded the motion.

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

X. Personnel Services

A. Approval of Services Agreement between Excel Academy Charter Schools (EACS) and Motivated Youth Academy (#1628)

P. Matz made a motion to approve the Services Agreement between Excel Academy Schools and Motivated Youth Academy.

S. Fraire seconded the motion.

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

XI. Calendar

A.

The next scheduled meetings.

1. Board of Directors Study Session will be held on November 9, 2023.
2. Regular Board of Directors Meeting will be held on December 14, 2023.

There was discussion regarding fluctuating the meetings between Excel Academy and Sage Oak Charter Schools. Member Larry Alvarado said there is always one odd man out, who has to sit and wait through the next meeting before their next meeting begins since all the members are not on the same Boards. He suggested rotating Steve, Susan, and Larry to be fair and equitable to all the schools. Larry would like to propose he will commit to this year and sit out between meeting times, then Susan can commit to the next year, and the following year Steve can commit. This needs to be discussed with the other Charter School Superintendents for approval.

Bill Dobson said he will make note of this during the next Board Calendar Preparation meetings with the other schools per the request of the Board of Directors.

XII. Comments

A. Board Comments

The Board said they appreciate Bill Dobson's leadership style. They are anticipating student growth at MYA, and said with growth comes higher revenue. However, with the increasing enrollment, there is a concern that too many students will get enrolled, and the Board worries that MYA will be spread too thin and the students won't be served, so "lets be mindful of this." Thank you.

B. Interim Director and CEO Comments

Bill Dobson, Interim Director said he appreciates all the Board comments. The work MYA does is because of the staff and their commitment. MYA views themselves as disrupters, they don't do it the same way as everyone else. They disrupt the traditional model by not treating all students as having one brain. They look at each student separately, and realize that everyone is different and unique. This helps MYA staff to then figure out what the student needs. Thank you.

XIII. Closing Items

A. Adjourn Meeting

S. Fraire made a motion to adjourn the meeting.

P. Matz seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:40 AM.

Respectfully Submitted,
W. Hall

Documents used during the meeting

- Land Acknowledgement v2.pdf
- School Highlights - 2023.10.12.pdf
- MYA Financial Presentation for July - Aug 2023.10.12.pdf
- MYA Check Register 2023.10.12.pdf
- Indigenous People's Day Acknowledgement.pdf
- Runaway and Homeless Youth Month Acknowledgement.pdf
- Mental Illness Awareness Week.pdf
- National Domestic Violence Awareness Month Acknowledgement.pdf
- Operations and Program Manager.pdf
- Student and Administrative Services Technician.pdf
- English Language (EL)Testing Assistant.pdf
- Office Assistant - Marketing .pdf
- Office Assistant.pdf
- Community Engagement Liaison.pdf
- Registrar.pdf
- Student Success Coordinator .pdf
- Instructional Assistant.pdf
- MYA 1025 UCP Policy and Complaint Form.pdf
- MYA 1025 - UCP Policy and Complaint Form - Redlined.pdf
- Agreement between CCHC and MYA - Parent Coaching.pdf
- BUS Business Financial Services CCHC MYA_10.12.23 .pdf
- MYA - EACS Contract Agreement 2023.10.12.pdf
- BUS Consent MYA_Excel Services Agreement 10.12.23 .pdf

FOR MORE INFORMATION

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

Coversheet

Minutes of the Board of Directors Study Session that was held on November 9, 2023

Section:	IV. Approve Minutes
Item:	B. Minutes of the Board of Directors Study Session that was held on
November 9, 2023	
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Board of Directors Study Session on November 9, 2023

APPROVED



MY Academy

Minutes

Board of Directors Study Session

Date and Time

Thursday November 9, 2023 at 9:00 AM

Location

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

Join by telephone or via Zoom conferencing link below:

Dial by your location

+1 213 338 8477 US (Los Angeles)

+1 669 900 6833 US (San Jose)

Meeting ID: 816 128 9676

<https://us06web.zoom.us/j/8161289676>

MISSION STATEMENT

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

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Directors Present

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

Directors Absent

None

Guests Present

B. Dobson, D. Georgeson, Eric Stevens (remote), Heidi Gasca (remote), Krista Woodgrift (remote), L. Hath (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

W. Hall called a meeting of the board of directors of MY Academy to order on Thursday Nov 9, 2023 at 9:00 AM.

II. Pledge of Allegiance

A. Led by Board President or Designee

The Pledge of Allegiance was led by W. Hall, President.

B. Land Acknowledgement

Presented by B. Dobson, Interim Director.

III. Approve/Adopt Agenda

A. November 9, 2023 Board of Directors Study Session

M. Humphrey made a motion to approve/adopt the Board of Directors Study Session agenda.

S. Fraire seconded the motion.

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

IV. Public Comments

A. None

There were no public comments.

V. Oral Presentations

A. Motivated Youth Academy Governance Documents Discussion

The following sections in the Second Amended Bylaws of Motivated Youth Academy will be discussed:

- Section 6.04 Election of Directors
- Section 6.06 Events Causing Vacancies on Board
- Section 6.07 Removal
- Any other sections the Board would like to discuss

Presented by Eric Stevens "Your Bylaws, Board Manual, and You with Eric Stevens, Attorney."

The recording of this meeting began during this presentation due to technical difficulties. It was paused to setup screen sharing for the public to view the agenda and presentation documents.

B. Superintendent/CEO Succession Planning

Presentation presented by W. Hall "Executive Director/CEO Succession Planning" MYA Leadership Sustainability.

It was noted during this discussion that Board Minutes are not required to be signed per Brown Act Rules. Board On Track (BOT) has an approval process in their platform that will store the minutes for each meeting online, and mark approved once approved by a vote during a Board of Directors meeting(s).

VI. Calendar

A. The next scheduled Regular Board of Directors meeting will be held on December 14, 2023.

B.

The next scheduled Board of Directors Study Session will be held on April 11, 2024.

VII. Closing Items

A. Adjourn Meeting

M. Humphrey made a motion to Adjourn the meeting.

P. Matz seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:40 AM.

Respectfully Submitted,

W. Hall

Documents used during the meeting

- Land_Acknowledgement_v2.pdf
- Presentation by Eric Stevens_MY Academy Board Bylaws and Manual Training_Nov. 2023.pdf
- Articles of Inc._County_Collaborative_Charter_School_RAI_STAMPED_7.19.2019 (1).pdf
- Amended_Articles of Inc. MYA Name Chg_filed_SecretaryState_4.16.2020 (1).pdf
- MYA_Second_Amended_Bylaws-Jan_2023_SIGNED.pdf
- Motivated Youth Academy Board Manual (Revised June 22, 2023).pdf
- MYA BB 9323 Public Participation at Board Meetings.pdf
- Executive Director_CEO Succession Planning Presentation - MYA - 2023.11.09 .pdf

FOR MORE INFORMATION

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

Coversheet

Annual Goals 2023-24 Motivated Youth Academy, Presented by Bill Dobson, Interim Director

Section: VIII. Correspondence/Proposals/Reports
Item: A. Annual Goals 2023-24 Motivated Youth Academy, Presented by Bill Dobson, Interim Director
Purpose: Discuss
Submitted by:
Related Material: 2023-2024 Annual Goals - Motivated Youth Academy .pdf



Goal #1

To qualify for a recommendation of 100 percent funding to the SBE

**40% of total public revenues on salaries and benefits
for all employees who possess a valid teaching certificate**

80% of total revenues on instruction and related services

**Ratio of ADA for independent study pupils to full-time
certificated employees that does not exceed a PTR of 25:1**

	7/23	8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	5/24	6/24
40%	Y	Y	Y	Y								
80%	N	Y	Y	Y								
PTR	Y	Y	Y	Y								



Goal #2

Increase the % of students meeting the Alternative Metrics for Charter Renewal in the DASS MOU with MEUSD

Average attendance rate of 85% or higher

Graduation Rates: Compulsory School-aged student population - 90%, (ages 19 - 25) – 85%

Course Completion Rates: The Charter School shall maintain an average course completion rate of 85% or higher

College/Career Indicators for WIOA Students

	7/28	8/25	9/22	10/20	11/23	12/23	1/24	2/24	3/24	4/24	5/24	6/24
<i>Attendance</i>	84.35	91.02	94.87	95.93	93.12							
<i>Graduation</i>												
<i>Course Completion</i>												
<i>CCI / WIOA</i>												



Goal #3

Defining the W.I.N. (What's Important Now) as MYA implements Radical Dreaming

Average attendance rate of 85% or higher

Graduation Rates: Compulsory School-aged student population - 90%, (ages 19 - 25) – 85%

Course Completion Rates: The Charter School shall maintain an average course completion rate of 85% or higher

College/Career Indicators for WIOA Students

	7/28	8/25	9/22	10/20	11/23	12/23	1/24	2/24	3/24	4/24	5/24	6/24
<i>Attendance</i>	84.3 5	91.0 2	94.8 7	95.93								
<i>Graduation</i>												
<i>Course Completion</i>												
<i>CCI / WIOA</i>												



Goal #4

Increase student enrollment and ADA

Increase student enrollment by 20%

	7/23	8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	5/24	6/24
<i>Enrolled SY22-23</i>	36	170	194	200	214	227	233	246	257	260	260	X
<i>Enrolled SY23-24</i>	27	19	204	230	243							
% Change Enrolled	25%	89%	5%	15%	13%							

Increase ADA by 10%

	P-1	P-2	YE
ADA SY22-23	81.89	175.02	210.12
ADA SY23-24			
% Change ADA			

Coversheet

School Highlights, Presented by Melissa Blitzstein, Interim Assistant Director

Section:	VIII. Correspondence/Proposals/Reports
Item:	B. School Highlights, Presented by Melissa Blitzstein, Interim Assistant Director
Purpose:	Discuss
Submitted by:	
Related Material:	School Highlights 2023.12.14.pdf

MY Academy

School Highlights - Information through November 30, 2023

2023-2024 Enrollment (as of 11/30/2023)

Total Enrolled - 248

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

- 17 Enrolled
 - 1 - Imperial County
 - 0 - Orange County
 - 3 - Riverside County
 - 13 - San Diego County

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

- 231 Enrolled
 - 10 - Imperial County
 - 19 - Orange County
 - 51 - Riverside County
 - 151 - San Diego County

Important Dates

January 24, 2024

Mid Year Graduation

June 5, 2024

End of School Year Graduation

Organization

MY Academy staff participated in the following:

Hosted by San Diego County Office of Education (SDCOE)

- Creating Opportunities in Preventing and Eliminating Suicide (COPES)

2023-24 Legislation Impacting Charter Schools

Curriculum

MY Academy staff participated in the following:

Hosted by Cuyamaca College

- Meeting Martha Galvan to develop a partnership and plan a January webinar

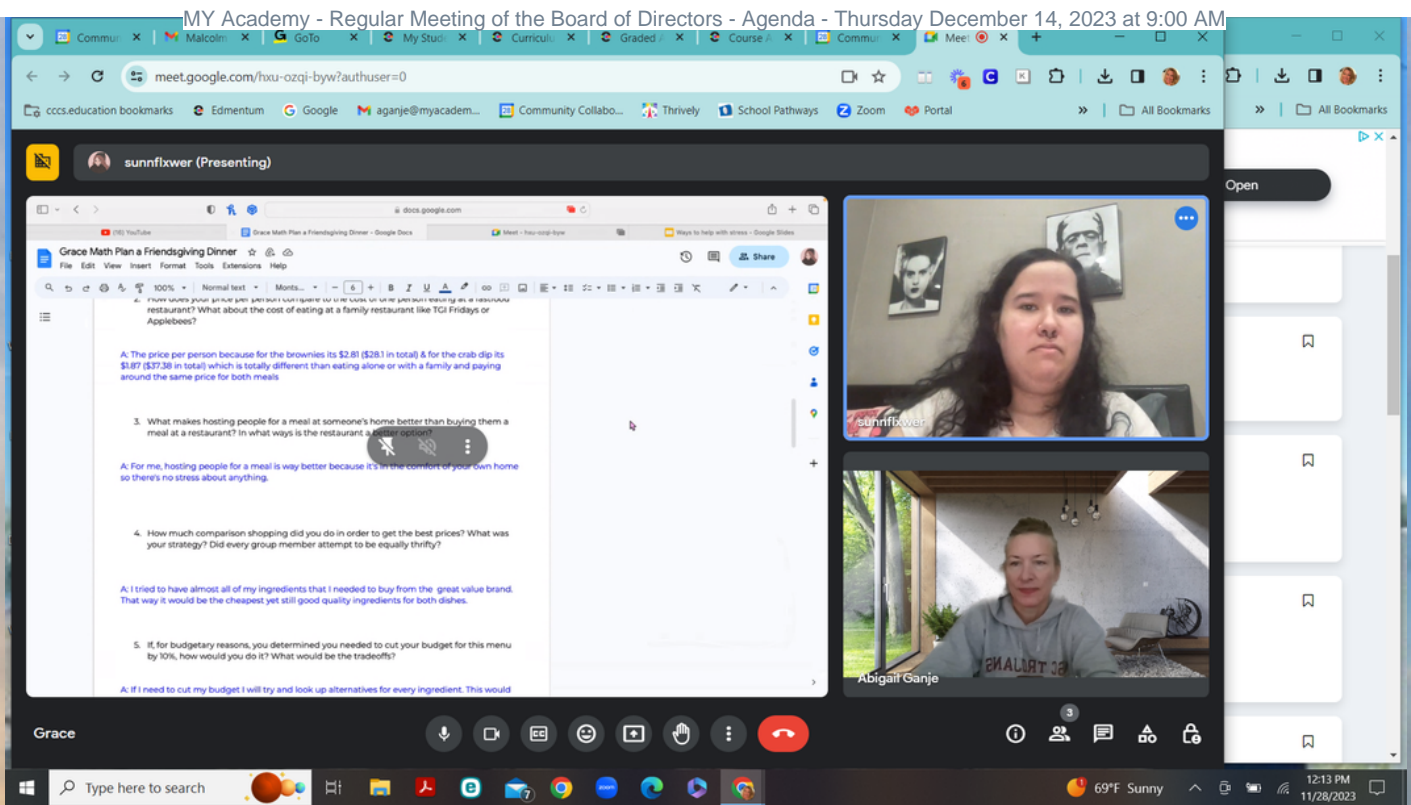
Shared by Teacher, Ms. Clark:

Today Stacie and I met with Kalani & Nawani (twin sisters). Both students will be applying to UC schools so we met to evaluate their current transcripts and to go over the application process and upcoming due dates.

The screenshot displays a Google Chrome browser window with multiple tabs open, including 'NEW STUDENT', 'Inbox - ssevick', 'Community Co...', 'Course Catalog', 'Archive Comp...', 'GoTo', 'Student Dashb...', and 'TranscriptPrint...'. The active tab shows a PDF document titled 'TranscriptPr_06T140327112' in Adobe Acrobat. The transcript is for a student named Stacie Sevick and lists various courses and grades for the student, including Integrated Math 1B, English 9, Integrated Math 2, Biology Honors, Art, Spanish 2, NAV SCII/PE, and various AP and Honors courses. A 'CREDIT SUMMARY' table is also visible, showing totals for credits earned and attempted. On the right side of the screen, there is a video call window showing three participants: Stacie Sevick, a woman with dark hair, and two other women, Kalani and Nawani, who are twin sisters.

Shared by Teacher, Ms. Ganje:

MYA student, Grace, completed a Friendsgiving Menu Budget Project on NGPF website with recipes and cost per ingredients, per dish, total for all the guests, and also price per person. She used this project for credit in her personal finance class.



Shared by Teacher, Ms. Ochs:

Trista has a love for exploring all kinds of insects/bugs. Trista used her knowledge of insects to create a 42-slide presentation. Patapon is a small series of games designed for the PSP (specifically three in total) that center themselves on the named protagonists; the Patapons. Taking place in a fantasy-like past, the first two games offer unique designs that have a resemblance to real-life creatures; even ones that are extinct. Trista connects these designs to real-life classifications of animals and plants that coincide with your Biology lessons on classification.

Shared by Teacher, Ms. Sullivan:

Team of teachers for student Natalie. We began with connection and narrative storytelling provided by Natalie. She shared her stories of time in Ensenada this summer. She did a great job organizing her thoughts and sharing about her learning styles including her interest in writing. We went over Natalie's diagnostics and talked about the goals and expectations for educational growth for this school year.

MY Academy - Regular Meeting of the Board of Directors - Agenda - Thursday December 14, 2023 at 9:00 AM

meet.google.com/jbt-qbfj-jov?authuser=0

Heidi Sullivan (You, presenting)

Stop presenting

To avoid an infinity mirror, don't share your entire screen or browser window. Share just a tab or a different window instead.

Ignore

Lisa Torbenson

natalie

Laurie Siegel

Heidi Sullivan

1:32 PM | Natalie Check in with Mrs. T and Mrs. ...

Natalie Check in ... 32m 1pm - 1:45pm

Learning and Teaching

Shared by Teacher, Ms. Brock:

This week a small group of students met online to do some discussion around current events. We used the New York Times News Quiz to launch our discussion.

THE LEARNING NETWORK

The New York Times

SUBSCRIBE FOR \$1/WEEK Account

STUDENT NEWS QUIZ

Weekly Student News Quiz: The Israel-Hamas War, a Viral Video, SAT Data

Compiled by Katherine Schulten Oct. 24, 2023

Share full article



Free lesson plans, writing prompts and activities for students, all based on Times journalism.

EXPAND



Addison

Arnell

June L.

Shared by Teacher, Mr. Collins:

Below is an interactive link showcasing MYA student achievements at Campo, La Posta and Manzanita.

Sign in

sites.google.com

Shared by Teacher, Ms. Ganje:

MYA student writing a poem for her life skills/ managing adulting elective class.

Poem Unit 2

Isabel

I am kind
Sister of Danielle
Who needs cats, sleep, and sweets
Who loves sunsets, friends, and cuddly pets,
Who sees the good in people, and genuine smiles.
Who hates envy, and climate change,
Who fears repeating cycles and failure
Who dreams of fun days and love scenarios
Who has found poems of Life and loss
Resident of the universe
Cantera

MYA student Grace created this slideshow on stress reduction after completing several SEL Thrively lessons on stress.

What is stress? What are some things that stress me out?

Stress to me is that feeling you get in your stomach or head that just aches. People can feel stress in many different areas of their body for many different reasons. Some things that stress me out are:

1. *Meeting new family members for the first time after a long while*
2. *The days leading up to a big final test*
3. *When my plans that i've made either by myself or with other people don't follow through*

The next few slides are going to contain some things that might help you out when your stressed! Most of these things i have tried for myself and have worked for me but everyone is different

Grace

69°F Sunny 12:08 PM 11/28/2023

Shared by Teacher, Ms. Ochs:

An MYA student was asked to observe a painting and write her observation using what she had learned in Unit 3 of her Art class. Her description was very detailed and accurate. I will also use the painting for her Government course to get her insight/ interpretation/thoughts of the meaning of the painting.

Below is the student's assignment (Flag Painting) given from the perspective of the student—great reflection and use of a metaphor.



Nawani [REDACTED] Government/ Unit 2
GRADE: 100%

What does this painting make you think of?

This painting makes me think of how the American values that we used when this flag was first made have changed a lot and many of our citizens do not understand the American ideals that our founding fathers built it for. It is understandable because of how biased and opinionated the media is with politics.

Flags were made to show a country that fights for freedom and liberty. Across the U.S., the flag showed the unity of a growing nation. But over the years the fight between Republicans and Democrats has become large and many people are divided with each side thinking the other is unreasonable. This gap has always been there because of the difference in goals. This was shown the most during Obama's term and did not get any better afterward. Both sides have blamed each other for the problems that weren't solved after each term to the point that many people dread the thought of politics.

The flag is still recognizable but little by little it had begun to fray piece by piece. The flag has gotten so old that it is time for the flag to be retired and another to be put up. Whenever you put

a flag up no matter how it looks every few years it must be taken out and replaced with a newer flag. While it is the same flag, the cloth is new and it will be able to withstand the wind for another few years. I think government should be treated the same even if it was working just fine, like a flag, every few years large reforms should be made to ensure that the people are still well represented in our government.

Assessments and Accountability

MY Academy staff participated in:

Hosted by San Diego County Office of Education (SDCOE)

- SPSA: 101 (School Plan for Student Achievement)

School Culture

MY Academy staff participated in:

Multiple Open House nights across all four counties

Group Meet up at the San Diego Safari Park

Teachers, students, and their families gathered for a vibrant day out at the San Diego Safari Park, basking in the glorious weather. It was a perfect setting for strengthening friendships and diving into the fascinating world of wildlife. The group was captivated by the diverse array of animals and inspired by the park's exceptional conservation efforts. The day was filled with joy and discovery, leaving everyone with memorable experiences.





Shared by Teacher, Ms. Brock:

These two high schoolers carved pumpkins for the first time in their lives to participate in their class's pumpkin carving contest.



Students are getting together in person each week for some interactive PE time. At this session, they played soccer at the YMCA.



One of MYA's families came out to the Second Chance Community Outreach event and went home with great resources, new opportunities, and useful items for their household.



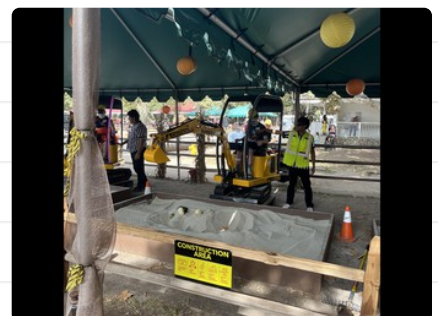
Shared by Teacher, Ms. Clark:

MYA had the Coachella Valley Open House at a local pizza restaurant before the break. The turnout was wonderful. We were fortunate to have Mr. Dobson, Ms. Gaona and Kellie Dolan attend and speak with students, families, friends and alumni about the exciting things happening at MYA.



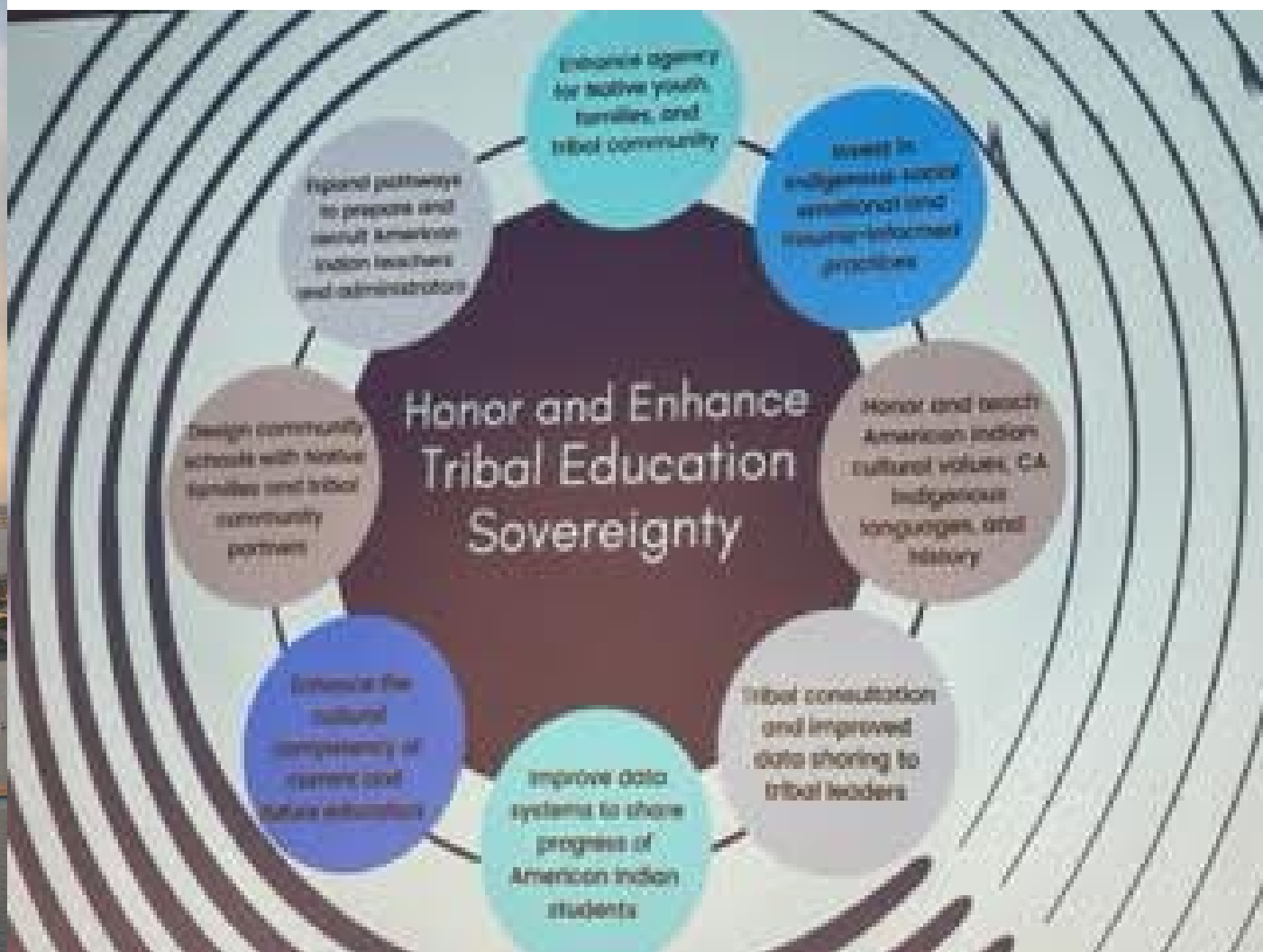
Shared by Educational Specialist, Ms. Cook York:

Enjoying the day at the Irvine Railroad Pumpkin Patch community event with an MYA student.





On August 10 and 11, 2023, Bill Dobson was joined by teacher Sarina Laff, who oversees MYA's services to Native youth in the Mountain Empire Unified School District, at the California Indian Education for All Summer Summit. Speakers from around the nation and the state led an exploration of the manner in which Native history can and should be woven into the equitable education of all students.



Shared by Teacher Ms. Ganje:

Working with MYA student in Thrively (SEL) on Creativity Challenges.

Peanut Butter Jelly Toast Time.

Creative Challenge #27

Overview:

Creative Challenge Focus – Writing, Slogans, and Poems. A 'how to' picture.

The screenshot shows a Google Meet window. The main display area shows a web browser with the Thrively.com website. The page title is "Lesson: Peanut Butter Jelly Toast Time: Creative Challenge...". It features a video player with a drawing of a jar of jam and a play button. Below the video, there is a "Your Notes" section with text about the game Five Nights at Freddy's. The Meet interface shows two participants: "sunnfxwer" and "Abigail Ganje". The bottom status bar indicates the time is 12:19 PM and the location is Grace.

Working with a student on his test after we completed the tutorial virtually.

The screenshot shows a Google Meet window. The main display area shows a web browser with the f1.app.edmentum.com website. The page title is "Citing Textual Evidence in Literature: Mastery Test". It features a multiple-choice question about the underlined portion of a sentence from the excerpt "Rogue Heart" by Axie Oh. The question asks: "Which type of phrase is the underlined portion of the sentence?" The options are: A. prepositional phrase, B. noun phrase, C. verb phrase, and D. participle phrase. The correct answer is A. The Meet interface shows two participants: "Nolan" and "Abigail Ganje". The bottom status bar indicates the time is 11:37 AM and the location is 69°F Partly sunny.

Seventeen MYA students were invited to join Stacie, Toni and I for pizza work lunch on September 20, 2023 at the library patio in Irvine. One MYA student was able to attend. She enjoyed getting all the attention from the three of us and her pizza lunch. We completed a science tutorial and test (she scored 100%). She also now knows some of the other amazing people who work at MYA.



Shared by Student Success Coordinator, Ms. Georgeson:

MYA held an Open House event on October 12th and 19th for Ms. Brock & Ms. Laff/Mr. Collin's students and families. Additional MYA staff members, including Interim Assistant Director, Ms. Blitzstein, School Psychologist, Mr. Espinoza, Educational Specialist, Ms. Cook York, Content Area Specialist, Ms. Chromicz and Student Success Coordinator, Ms. Georgeson we also in attendance. It was great to have an opportunity to meet students/families in person. Getting to speak with each student individually and learn about their interests and more about his/her background was a special moment for all MYA staff.







Shared by Teacher, Ms. Larsen:

Twining with MYA student, Vincenzo, during the MYA back-to-school pizza meeting on Sept 7. Parents and students attended the first in-person group event at Filippe's Pizza Grotto in Santee for a get-to-know-you-better event and kick-off to the school year.



This week MYA student, Vincenzo, attended a Possibility Project meeting with me (Larsen, TOR) and MYA support staff. This initial orientation Zoom meeting, led by Karla Johnson, explained how the program offers career-related assessments through the Possibility Project's career center and placement in an internship or interest-related job. Student involvement in this program meets the CCI standard for graduating high school students. Vincenzo is looking forward to continuing to meet with Ms. Johnson and is motivated to further explore his work, career, and technical-related interests via the Possibility Project.

MY Academy - Regular Meeting of the Board of Directors - Agenda - Thursday December 14, 2023 at 9:00 AM

PowerPoint PProject Search (Alt + Q)

File Home Insert Draw Design Transitions Animations Slide Show Review View Help

Comments Presentations

3 Overview Guide

4 About the Project...

5 Employment

6 COACHING

7 Fuel for Growth

Fuel for Growth

WHAT'S IN IT FOR YOU??

- Attend meetings with career coaches (Virtual or In person)
- Access to workshops on topics Resume Building and Career Exploration
- Customized Possibility Plan
- Registration is CalJOBS for access to WIOA Adult and Youth Services

myacademy

Noeli Larsen

Dee Georgeson

Karla Johnson

Karla Johnson

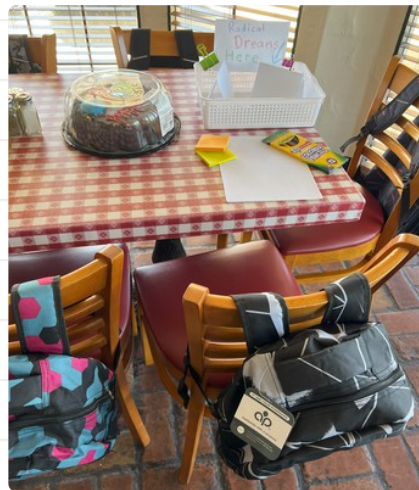
Vinny

Yvonne Gaona

What a successful and fun pizza event MYA had on October 6th! For starters, it was MYA student, Tmarrior's, birthday so I surprised everyone with a cake. The six students, a shadowing new teacher, and four parent/guardians also in attendance, played a game where the birthday person's identity was unknown and we all had to pretend and try to convince each other that it was our own birthday. We took a vote at the end of the gathering as to whose birthday it was, and the winner soliciting the most guesses won a gift card. The game generated a lot of laughs and everyone was surprised when the the real birthday student was revealed during the group Happy Birthday song and Tmarrior blew out his candle.

Together, and in small groups, we also worked on assignments and discussed how radical dreams are unlimited. The students used colored pencils to write down their radical dreams and deposited them into a basket. during our next group meeting, we will read them aloud and try to guess whose radical dream it is. We will offer positive words of encouragement and support and relate our radical dreams to potential careers and curriculum themes.

Additionally, six new backpacks loaded with school supplies were distributed to all the students in attendance.

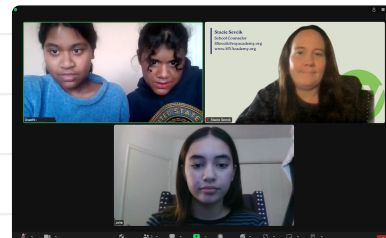




Submitted by School Counselor, Ms. Sevcik:

First Book club of the year! Esperanza Rising

Nawani, Kawani, and Jolie had a robust and energizing discussion and are looking forward to their meeting next month :)



Shared by Teacher, Ms. Strauss:

MYA had an Open House event with students and their families. The high school students got the chance to meet and hang out with each other. The families also got the chance to know each other better through some interactive games and activities.





Get Social with us!

STAY UP TO DATE ON MY ACADEMY



@MYACADEMYCA





Contact Us

Email: info@myacademy.org

Website: www.myacademy.org

Location: 500 La Terraza Boulevard, #150 Escondido, CA, USA

Phone: [619-344-0967](tel:619-344-0967)

Facebook: <https://www.facebook.com/MyAcademyCA/>

Twitter: [@myacademyca](https://twitter.com/myacademyca)



MY Academy

MY is using Smore to create beautiful newsletters



Coversheet

Consent - Business/Financial Services

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

Purpose:
Submitted by:

Related Material:

Check Register_October 2023.pdf
Check Register_November 2023.pdf
HopSkipDrive Agreement Renewal 23-24.pdf
HopSkipDrive Contract 23-24.pdf
News2you Quote 2023.12.1.pdf
CSDC Annual membership renewal 2023.11.28 .pdf
Edwards, Stevens & Tucker Legal and Consultant Services Contract 2023-24.pdf
Edwards, Stevens, Tucker LLC invoice.pdf
BUS Consent MYA_12.14.23 .pdf

Motivated Youth Academy

Check Register

For the Month Ending October 31, 2023

Check Number	Vendor Name	Transaction Description	Check Date	Amount
20530	ACP Direct	Table Activity (6)	10/5/2023	2,218.20
20531	Amazon Capital Services	Office Supplies	10/5/2023	141.82
20532	CA Charter Schools Conferences Registration	2024 CA Charter School Conference Registration - Blitzstein	10/5/2023	450.00
20533	California Schools VEBA	Health Ins. - 10/23	10/5/2023	31,891.24
20534	Charter Impact	Business Mgmt Svcs - 10/23	10/5/2023	11,204.50
	Charter Impact	Payroll Processing Fee - 09/23	10/5/2023	11,204.50
	Charter Impact	Student Data Svcs - 08/23	10/5/2023	11,204.50
20535	Payroll Paycom	Payroll Fee - Tax Funds Offset	10/5/2023	2.93
20536	Procopio General	Legal Svcs through 07/31/23	10/5/2023	7,774.05
	Procopio General	Legal Svcs through 08/31/23	10/5/2023	7,774.05
20537	Scenario Learning LLC	Employee Safety and Compliance Library	10/5/2023	682.50
20538	Kramer Trial Lawyers APC	Reid Settlement	10/11/2023	155,000.00
20539	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 09/25/2023	10/11/2023	2,242.00
20540	Teshami N. Reid	Reid, Teshami Settlement	10/12/2023	14,554.82
20541	Accrediting Commission for Schools Western Assoc of Schools & Colleges	ACS WASC Self-Inking Stamp for Transcripts	10/12/2023	40.00
20542	Alpha Vision, Inc.	IT Svcs - 09/23	10/12/2023	170.00
	Alpha Vision, Inc.	Software - Backupify G-Suite	10/12/2023	170.00
20543	Amazon Capital Services	Office Supplies	10/12/2023	46.05
20544	Corodata Records Management, Inc.	Record Storage - 09/01/23 - 09/30/23	10/12/2023	60.63
20545	Law Office of Young, Minney & Corr. LLP	Legal Svcs - 09/22/23	10/12/2023	180.00
20546	Parsec Education Inc.	ParsecGO Dashboard - 07/01/23 - 06/30/24	10/12/2023	10,906.00
20547	Propio LS, LLC	SpEd Svcs	10/12/2023	16.02
20548	R&B Communications	IT Svcs - 09/23	10/12/2023	1,006.00
20549	San Diego County Office of Education	Fingerprints (1)	10/12/2023	28.00
20550	TSW Therapy, Inc.	SpEd Svcs - 09/14/23 - 09/28/23	10/12/2023	586.50
20551	YMCA of San Diego County	Joiner's and Membership Fee - Juarez, L and Juarez, A	10/12/2023	384.00
20552	YMCA of San Diego County	Joiner's and Membership Fee - Barraza, A & Barraza, L	10/12/2023	528.00
20553	C and L Hath Consulting, LLC	Marketing Materials	10/19/2023	6,855.47
20554	California Center for the Arts, Escondido	Event Rental Svcs - 01/24/24	10/19/2023	750.00
20555	California Center for the Arts, Escondido	Event Svcs - 06/05/24	10/19/2023	750.00
20556	KM Educational Consulting and Executive Coaching Services	Consulting Svcs - 09/23	10/19/2023	450.00
20557	R&B Communications	IT Svcs - 09/29/23	10/19/2023	240.00
20558	San Diego County Office of Education	Fingerprints (1)	10/19/2023	56.00
20559	State of California Department of Justice	Fingerprint (3)	10/19/2023	96.00
20560	Accrediting Commission for Schools Western Assoc of Schools & Colleges	ACS WASC Self-Inking Stamp for Transcripts	10/27/2023	40.00
20561	Amazon Capital Services	Docking Station (1)	10/27/2023	416.29
	Amazon Capital Services	Office Supplies	10/27/2023	416.29
20562	Cook Center For Human Connection	Parent Coaching - 1 Year	10/27/2023	5,000.00
20563	KRA Corporation	Consulting Svcs - Career Coaching - 09/01/23 - 09/30/23	10/27/2023	5,965.76
20564	Securian Life Insurance Company	Life Ins. - 09/23	10/27/2023	542.99
20565	Specialized Therapy Services, Inc.	SpEd Svcs - 09/23	10/27/2023	890.63
20566	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 10/10/2023	10/31/2023	1,396.51
MYA231005-01	Keyn Group, LLC	IT Svcs & Software & Travel Reimbursement	10/5/2023	5,121.67
MYA231019-01	Keyn Group, LLC	Office Supplies	10/19/2023	969.75
MYA231027-01	Larry Albert Alvarado	Stipend - 10/23	10/27/2023	650.00
MYA231027-02	Michael P. Humphrey	Stipend - 10/23	10/27/2023	650.00
MYA231027-03	Michael P. Humphrey	Stipend - 10/23 - Additional	10/27/2023	450.00
MYA231027-04	Peter Matz	Stipend - 10/23	10/27/2023	650.00
MYA231027-05	Steve Fraire	Stipend - 10/23	10/27/2023	650.00
MYA231027-06	William W. Hall	Stipend - 10/23	10/27/2023	650.00
MYA231027-07	William W. Hall	Stipend - 10/23 - Additional	10/27/2023	450.00

Total Disbursements Issued in October \$ 304,573.67

Motivated Youth Academy

Check Register

For the Month Ending November 30, 2023

Check Number	Vendor Name	Transaction Description	Check Date	Amount
20567	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 1026223	11/2/2023	\$ 350.00
20568	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 10/26/2023	11/2/2023	7,656.60
20569	Acacia HR Solutions	Consulting Svcs - 11/23	11/3/2023	3,000.00
20570	Card Member Services	CC Payment - 08/26/23 - 09/25/23	11/3/2023	484.00
20571	Charter Impact	Business Mgmt Svcs - 11/23	11/3/2023	6,311.00
20572	Clifton Larson Allen LLP	Audit Svcs FYE 06/30/23	11/3/2023	3,570.00
20573	Procopio General	Legal Svcs through 09/29/23	11/3/2023	3,928.00
20574	Specialized Therapy Services, Inc.	SpEd Svcs - 08/23	11/3/2023	152.50
20575	2023 CSDC Conference Registration	2023 CSDC Conference Registration - Lenz, G	11/8/2023	489.00
20576	Alpha Vision, Inc.	IT Svcs - 10/23 & Software - Backupify G-Suite	11/8/2023	195.00
20577	CA Charter Schools Conferences Registration	2024 CA Charter School Conference Registration - Lenz, G	11/8/2023	525.00
20578	California Schools VEBA	Health Ins. - 11/23	11/8/2023	28,219.32
20579	KM Educational Consulting and Executive Coaching Services	Consulting Svcs - 10/23	11/8/2023	225.00
20580	Propio LS, LLC	SpEd Svcs	11/8/2023	18.69
20581	Amazon Capital Services	Office Supplies	11/15/2023	252.55
20582	Arbitech LLC	Chromebook (25)	11/15/2023	5,360.56
20583	Corodata Records Management, Inc.	Record Storage - 10/01/23 - 10/31/23	11/15/2023	60.63
20584	JD Learning Partners	Radical Dreaming Workshop	11/15/2023	10,000.00
20585	KRA Corporation	Consulting Svcs - Career Coaching - 10/01/23 - 10/31/23	11/15/2023	6,202.99
20586	Philadelphia Insurance Companies	Accident Ins. - 10/23 - 11/23	11/15/2023	3,563.68
20587	R&B Communications	IT Svcs - 10/23	11/15/2023	1,003.00
20588	Securian Life Insurance Company	Life Ins. - 10/23	11/15/2023	618.49
20589	Staples Technology Solutions	Google Chrome OS Management (25)	11/15/2023	800.00
20590	TSW Therapy, Inc.	SpEd Svcs - 10/02/23 - 10/30/23	11/15/2023	1,276.50
20591	Verizon Wireless	Communication Svcs - 09/06/23 - 11/05/23	11/15/2023	727.63
20592	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 11/10/2023	11/20/2023	1,667.16
20593	2023 CSDC Conference Registration	2023 CSDC Conference Registration - Dobson, Bill	11/21/2023	789.00
20594	Acacia HR Solutions	Consulting Svcs - 08/23 - 12/23	11/21/2023	9,000.00
20595	Forth and Sons	Consulting Svcs - Digital Business Card Design	11/21/2023	945.00
20596	Fully Promoted EmbroidMe La Mesa	Office Supplies	11/21/2023	322.49
20597	San Diego County Office of Education	2024 CA Induction Conference Registration - Lenz, G	11/21/2023	500.00
20598	San Marcos Parks & Recreation	Room Reservation for Staff Meeting - Permit# 3022591.002	11/21/2023	200.00
20599	School Pathways LLC	SIS & PLS - Annual Subscription - 07/01/23 - 06/30/24 Qtr	11/21/2023	4,843.60
20600	Specialized Therapy Services, Inc.	SpEd Svcs - 10/23	11/21/2023	2,195.00
20601	Verizon Wireless	Communication Svcs - 09/02/23 - 11/01/23	11/21/2023	10,152.96
20602	SchoolsFirst Plan Administration LLC	Schools First 403b 11/25/2023	11/29/2023	350.00
20603	SchoolsFirst Plan Administration LLC	Schools First 457b 11/25/2023	11/29/2023	3,409.75
MYA231103-01	Keyn Group, LLC	IT Svcs & Software & Travel Reimbursement & Office Supplies	11/3/2023	4,699.63
MYA231115-01	Larry Albert Alvarado	Stipend - 11/23	11/15/2023	650.00
MYA231115-02	Michael P. Humphrey	Stipend - 11/23	11/15/2023	650.00
MYA231115-03	Michael P. Humphrey	Stipend - 11/23 - Additional	11/15/2023	450.00
MYA231115-04	Peter Matz	Stipend - 11/23	11/15/2023	650.00
MYA231115-05	Steve Fraire	Stipend - 11/23	11/15/2023	650.00
MYA231115-06	William W. Hall	Stipend - 11/23	11/15/2023	650.00
MYA231115-07	William W. Hall	Stipend - 11/23 - Additional	11/15/2023	450.00
ACH	Chase	Service Charge	11/3/2023	25.30
ACH	OneBridge FSA	OneBridge FSA	11/17/2023	300.00
ACH	Chase	CC Payment - Nov 23 Transactions	11/28/2023	<u>9,283.65</u>

Total Disbursements Issued in November \$ 137,823.68

RENEWAL OF Sales Contract with Motivated Youth Academy (6372962a5b) (version 1)

THIS RENEWAL OF SALES CONTRACT WITH MOTIVATED YOUTH ACADEMY (6372962A5B) (VERSION 1)(this “***Renewal***”) is entered into with effect from November 14, 2023 (the “***Effective Date***”) by and between **HOPSKIPDRIVE, INC.**, a Delaware corporation (“***HopSkipDrive***”), and **MOTIVATED YOUTH ACADEMY** (the “***Organization***”).

WHEREAS, HopSkipDrive and Organization are parties to that certain Sales Contract with Motivated Youth Academy (6372962a5b) (version 1) dated November 14, 2022, as amended and renewed from time to time (the “***Agreement***”); and

WHEREAS, HopSkipDrive and Organization desire to renew the Agreement pursuant to this Renewal from the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HopSkipDrive and Organization hereby renew the Agreement as follows:

1. **Term Extension**: The term of the Agreement shall be extended as follows: August 1, 2024.
2. **Pricing**. The fees for services shall be amended as follows:

For Services rendered by Contractor under this Agreement, Organization shall pay Contractor as outlined herein:

ITEM	DESCRIPTION	PRICING
Base Fare – Per 1 Way Trip	Base Fare is a fixed cost per trip mobilization fee. Allows Organization to book rides at least 8 hours in advance. There is a \$50.00 minimum charge required per ride.	\$35.00
Per Mile Fee	Contractor maintains accurate daily records of student names, pickup and drop off location and time, which includes mileage. The total mileage charge for each ride is calculated based on the mileage travelled by the vehicle multiplied by the Per Mile Fee (“ Mileage Charge ”) which is then added to the Base Fare.	\$2.75
Charge for additional rider from same household with same points of origin and destination	No additional fee or charge will be applied for this ride type.	\$0

PCD+	For Riders requiring a consistent driver, HopSkipDrive offers the option of requesting a Primary CareDriver for a Ride Series. A Ride Series is created when a ride organizer requests recurring rides for a Rider.	\$10.00 per ride
Regulatory Fees	When required by local regulation, the following shall apply, and may be amended based on regulatory changes without the need for an amendment to the Agreement: Ten Cents (\$.10) per Ride California Access for All Fee. Not Applicable	
Cancellation/no show fee	There is a \$0 cancellation fee when a ride is canceled 8 hours or more before the scheduled ride pick up time. Rides canceled between 0-1 hours before the scheduled ride pick up time incur a cancellation fee of 100% Base Fare + Mileage Charge based on the expected distance of ride. Rides canceled between 1-8 hours before the scheduled pick up time will incur a cancellation fee of 50% Base Fare + Mileage Charge based on the expected distance of ride.	
Fuel Surcharge	When the average gasoline price exceeds \$5.00 per gallon, the per mile rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. For example, if the price of gasoline according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found on the following website: https://www.eia.gov/	
Price Adjustments	The pricing for each renewal term (if any) shall be determined prior to each renewal term by the Parties, who shall use their best efforts to agree in writing upon such revised pricing.	
Surcharges/Taxes	Amounts required to be paid may not include applicable taxes and other surcharges, including applicable charges imposed by a governmental entity. Such taxes and other surcharges, if applicable, will be the responsibility of the Organization (except that the Organization will not be responsible for any taxes on Contractor's income). Contractor shall be entitled to pass through all such applicable taxes and surcharges without the need to amend this pricing schedule.	
Damage Fees	Organization acknowledges and agrees that Contractor may assess damage fees to Organization for damage to a driver's vehicle caused by a Rider, and Organization agrees to pay such damage fees. Damages include any actual physical damage or professional cleaning required as a result of a Rider's actions. The damage fee imposed by Contractor will be based on Contractor's reasonable assessment of the damage and supported by written evidence such as receipts or photographs.	
Wait Time Fees	Organization is encouraged to ensure that Riders are at the appropriate pick-up location at the time of pick-up for purposes of rider safety and efficiency in pick-up procedures. When a driver cannot readily locate a Rider, the driver shall wait up to ten (10) minutes after the scheduled arrival time, provided that such wait is permitted by Organization's pick-up procedures. During that time, the driver will attempt to contact the Organization and caregivers. If pick-up delays become a consistent challenge, Organization will work with Contractor to update pick-up times. If no remedy can be made through updating pick-up times, Contractor reserves the right to charge Organization \$10.00 per vehicle for wait times that exceed 10 minutes. In all cases, if, after 15 minutes the Driver has not located the Rider, the Driver shall depart and Organization will be charged 100% of the estimated ride charge.	
Payment Terms	Organization shall pay Contractor within thirty (30) days of Organization's receipt of such invoice according to the instructions contained in the invoice. Contractor may, but shall not be required to, accept payments for services which do not conform to the	

	<p>instructions contained on its invoices. In the event Contractor does not receive or accept payment based on Organization's failure to follow the payment instructions contained on Contractor's invoices, Organization shall remain liable for all monies owed pursuant to this agreement.</p> <p>Contractor shall provide Organization with an invoice via email to the contact designated by Organization during the onboarding process (the "Invoice Notification Contact") within thirty (30) days of the end of each month during which Services were provided. Organization shall notify Contractor in writing of any change to the Invoice Notification Contact, and allow Contractor at least five (5) business days to confirm in writing that the requested change has been made. Such changes shall not be considered amendments for purposes of this Agreement.</p>
Late Payment	<p>Any invoice that is not paid within the time set forth herein shall be subject to late fees at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and such late fee shall be added to and payable on the overdue amount. Organization shall pay all collection costs, including without limitation reasonable attorney fees actually incurred by Contractor. In addition to any other right or remedy provided by law, Organization's failure to provide timely payment may be deemed a material breach of the agreement and Contractor shall be entitled to terminate the agreement, cease the services, and seek any and all available legal remedies, notwithstanding the provision of late fees hereunder and without waiving any of its other rights and remedies for such breach. Contractor's failure to declare any late payment a breach shall not constitute a waiver of Contractor's rights hereunder to declare any subsequent late payment a breach.</p>

This Renewal constitutes the entire amendment to the Agreement agreed to by the parties and, except as amended hereby, the Agreement remains unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Renewal on the respective dates set forth below.

HopSkipDrive, Inc.

By:

(Signature)

Name:

(Printed Name)

Title:

Address:

232 E 2nd St., Unit A, #8151, Los
Angeles, CA 90012

Date:

Motivated Youth Academy

By:

(Signature)

Name:

(Printed Name)

Title:

Address:

500 La Terraza Boulevard, Escondido,
California 92025, United States

Date:

TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT

THIS TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT (the “*Agreement*”) is entered into as of November 14, 2022 (the “*Effective Date*”) by and between HOPSKIPDRIVE, INC., a Delaware corporation (the “*Contractor*”), and Motivated Youth Academy (the “*Organization*”).

1. **Services.** During the term of this Agreement, Contractor will provide transportation coordination services (the “*Services*”) to the Organization as described on Exhibit A attached to this Agreement by arranging transportation by HopSkipDrive drivers (“*Drivers*”) for certain riders who attend the Organization. The Organization will use an application, available on a Software-as-a-Service basis, in order to utilize the Services.

2. **Compensation.** As consideration for the Services to be provided by Contractor and other obligations, the Organization shall pay to Contractor the amounts specified in Exhibit B attached to this Agreement at the times specified therein. Amounts required to be paid to Contractor under this Agreement may not include applicable taxes and other surcharges, including applicable charges imposed by a governmental entity. Such taxes and other surcharges, if applicable, will be the responsibility of Organization (except that Organization will not be responsible for any taxes on Contractor's income).

3. **Term and Termination.**

(a) **Term.** This term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in effect for a period of twelve (12) months (the “*Initial Term*”). Unless Organization notifies Contractor in writing of its desire to terminate this Agreement during the last thirty (30) days of the Initial Term, this Agreement shall renew for successive twelve (12) month terms (each a “*Renewal Term*”) in accordance with the terms of this Agreement; provided that the pricing for each Renewal Term shall be determined prior to each Renewal Term by the parties, who shall use their best efforts to agree in writing upon such revised pricing to account for an annual cost of living increase for each Renewal Term as determined by the Bureau of Labor Statistics for the area, in addition to an additional percentage increase as shall be agreed upon in writing by the parties.

(b) **Termination.** Either party may terminate this Agreement at any time upon thirty (30) days prior written notice, provided that such notice period may be shortened with the mutual written consent of the parties. In the event of such termination, Contractor shall be paid the “*Fee*” (as defined below) for any portion of the Services that has been performed prior to the termination.

4. **Independent Contractor.** Contractor's relationship with the Organization will be that of an independent contractor.

(a) **Method of Provision of Services.** Contractor shall be solely responsible for determining the method, details and means of performing the Services.

(b) **No Benefits.** Contractor acknowledges and agrees that Contractor and its employees, subcontractors or affiliates will not be eligible for any Organization employee benefits and, to the extent Contractors or its employees, subcontractors or affiliates otherwise would be eligible for any Organization employee benefits but for the express terms of this Agreement, Contractor (on behalf of itself and its employees, subcontractors and affiliates) hereby expressly declines to participate in such Organization employee benefits.

(c) **Withholding.** Contractor shall have full responsibility for applicable withholding taxes for all compensation paid to Contractor, its partners, agents or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's business organization and Contractor's partners, agents and employees, including state worker's compensation insurance coverage requirements and any US immigration visa requirements.

5. **Supervision of Contractor Services.** All of the Services to be performed by Contractor will be as agreed to between Contractor and the Organization in writing.

6. **Relationship between the Organization and its Families.**

(a) Contractor shall contact the adult parents and legal guardians of the Organization's riders (each, a "***Family***" and collectively, the "***Families***") regarding any material issues that may arise in connection with the Services. In the event of a serious incident in connection with the Services, including without limitation an accident, Contractor shall designate an emergency contact(s) during the onboarding process (the "**Organization Notification Contact**"). In the event Organization needs to change the Organization Notification Contact, it shall communicate those changes to Contractor in writing and provide Contractor with five (5) business days to make the requested changes. Once the requested changes are made, Contractor shall provide Organization with written notice that the contact change has occurred (the "**Organization Notification Contact Change**"). Until the Organization receives the Organization Notification Contact Change, Contractor shall continue to use the contact information previously provided by Organization. Organization Notification Contact Changes shall not be considered amendments for purposes of this Agreement.

(b) Organization acknowledges that Contractor's Terms of Use specifically indicates that minors are not permitted to use HopSkipDrive accounts. Organization shall communicate to Families and their riders that minors are not permitted to use the HopSkipDrive app or contact Contractor's Customer Support team to request changes to their rides.

(c) Organization acknowledges and agrees that Contractor may assess damage fees to Organization for damage to a Driver's vehicle caused by a rider, and Organization agrees to pay such damage fees in accordance with the terms set forth in Exhibit B. Damages include any actual physical

damage or professional cleaning required as a result of a rider's actions. The damage fee imposed by Contractor will be based on Contractor's reasonable assessment of the damage and supported by written evidence such as receipts or photographs.

7. **Authority of Organization to Arrange Transportation.** Organization represents and warrants that it is legally authorized to arrange transportation using Contractor on behalf of the parents and guardians of Organization's riders.

8. **License.** Subject to all limitations and restrictions contained herein, Contractor grants Organization a limited, nonexclusive and nontransferable right to access and operate the object code form of the software made available to Organization on a Software-as-a-Service basis (the "Application"), solely to utilize the Services. In no event will Organization disassemble, decompile, or reverse engineer the Application or permit others to do so. By signing this Agreement, Organization irrevocably acknowledges that, subject to the licenses granted herein, Organization has no ownership interest in the software or related materials provided to Organization. Contractor will own all right, title, and interest in such software and related materials, subject to any limitations associated with intellectual property rights of third parties. Contractor reserves all rights not specifically granted herein.

9. **Marketing.** Subject to applicable laws regarding privacy of rider information, Organization grants Contractor the right to publish true and verifiable results of the Services for purposes of marketing material, case studies, responses to requests for proposals, or other promotional and informational material developed by Contractor. "True and verifiable results" include but are not limited to cost savings realized by Organization, the number of riders transported, and the number of rides conducted. True and verifiable results do not include personal information about riders or families. Organization consents to Contractor's use of Organization's name, logo and/or trademark for any marketing materials that Contractor may disseminate to the public in promotion of Contractor's Services, provided that such use of the Organization's name, logo and/or trademark is solely for purposes of identifying Organization as a user of Contractor's Services.

10. **Liability; Indemnity; Insurance.**

(a) EACH PARTY'S ENTIRE LIABILITY FOR ALL CLAIMS RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES INCURRED UP TO THE AMOUNTS PAID FOR THE SERVICE FOR THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM HAS ARISEN, REGARDLESS OF THE BASIS OF THE CLAIM. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE BASIS OF THE CLAIM AND IRRESPECTIVE OF WHETHER SUCH PARTY SHALL HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY THEREOF.

(b) Contractor shall indemnify, defend and hold the Organization harmless from any third party demands, claims or losses, including but not limited to reasonable attorney's fees ("Losses"), to the extent caused by a material breach by Contractor of any of its obligations under this Agreement. Contractor will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused

3.

by the Organization. Organization shall indemnify, defend and hold Contractor harmless from any third party Losses, to the extent caused by a material breach by Organization of any of its obligations under this Agreement. Organization will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused by Contractor. This provision shall survive the termination or expiration of this Agreement.

(c) Contractor shall maintain minimum required insurance coverage as set forth on Exhibit C. Contractor agrees to furnish Organization with a Certificate of Insurance evidencing such insurance coverage and shall deliver to Organization, within five (5) days of the mutual execution of this Agreement, an endorsement reflecting Organization as an additional insured as to Contractor's policies set forth on Exhibit C.

11. **Conflicts with this Agreement.** Except as set forth in Section 6(b), above, Contractor represents and warrants that neither Contractor nor any of Contractor's partners, employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Organization represents and warrants that neither Organization nor any of Organization's partners, employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement.

12. **Miscellaneous.**

(a) **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the parties.

(b) **Sole Agreement.** This Agreement, including the Exhibits hereto, constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

(c) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address as set forth below, or as subsequently modified by written notice.

To Contractor:

HopSkipDrive, Inc.
360 East 2nd Street, Suite 325
Los Angeles, CA 90012
Attn: Legal Department
Email: legal@hopskipdrive.com

To Organization:

4.

500 La Terraza Blvd Suite 150
Escondido, California 92025
United States

(d) **Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

(e) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

(g) **Force Majeure.** Neither the Organization nor Contractor is responsible for any failure to perform its obligations hereunder if it is prevented or delayed in performing those obligations by an event of force majeure, which events shall include without limitation natural disasters, riots, wars, illness of a Driver, a Driver's mechanical problems, or any other similar cause.

(h) **Arbitration.** Any dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in Los Angeles, California, in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply California law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

(i) **Publicity.** Contractor shall have the right to publicize that it is a transportation services provider for the Organization.

(j) **Compliance with Laws.** Each party shall comply with the federal, state, and local laws and regulations applicable to the party in the performance of this Agreement.

(k) **Criminal History Record Information.** Pursuant to applicable laws, Contractor shall conduct background checks on all drivers who will have direct, in-person contact with Organization's students and/or riders.

(l) **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS

5.

AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[SIGNATURE PAGE FOLLOWS]

6.

The parties have executed this Agreement on the respective dates set forth below.

HopSkipDrive, Inc.

Motivated Youth Academy

By: 

(Signature)

By: *William B. Dobson*

(Signature)

Name: Joanna McFarland

(Printed Name)

Name: William B. Dobson

(Printed Name)

Title: CEO

Title: Interim Director

Address: 360 East 2nd Street, Suite 325, Los Angeles, CA 90012

Address: 500 La Terraza Blvd Suite 150 Escondido, California 92025 United States

Date: 12/9/2022

Date: 12-08-2022

7.

EXHIBIT A

DESCRIPTION OF SERVICES

Organization may create an account on Contractor's platform and request rides for Organization's students through such accounts. Contractor shall arrange requested rides with Drivers on an ongoing and as-needed basis. Rides will be completed based on pricing outlined in Exhibit B of this Agreement.

Cancellation Policy: Rides cancelled more than eight (8) hours of the pickup time shall result in no charge to Organization. Rides cancelled between one (1) and eight (8) hours of the pickup time shall result in a charge equal to fifty percent (50%) of the estimated ride charge; rides cancelled within one (1) hour of the pickup time shall result in a charge equal to one hundred percent (100%) of the estimated ride charge. This charge is applicable to rides in which the rider is a 'no show' as well as rides cancelled by the ride organizer within the one (1) hour time period. **To ensure that Contractor is notified in the case of any Organization closures or delays, Organization is asked to add Contractor to its emergency contact lists using the following number: (213) 699-3380**

Organization is encouraged to ensure that riders are at the appropriate pick-up location at the time of pick-up for purposes of rider safety and efficiency in pick-up procedures. When a Driver cannot readily locate a rider, the Driver shall wait up to ten (10) minutes after the scheduled arrival time, provided that such wait is permitted by Organization's pick-up procedures. During that time, the Driver will attempt to contact the Ride Arranger and the rider. If pick-up delays become a consistent challenge, Organization will work with Contractor to update pick-up times. If no remedy can be made through updating pick-up times, Contractor reserves the right to charge Organization \$10.00 per vehicle for wait times that exceed 10 minutes. In all cases, if, after 15 minutes the Driver has not located the Rider, the Driver shall depart and Organization will be charged 100% of the estimated ride charge.

EXHIBIT B

FEE

For Services rendered by Contractor under this Agreement, Organization shall pay Contractor the following fees (collectively, the “*Fee*”) in addition to any damage fees imposed by Contractor pursuant to Section 6(c) of the Agreement:

Thirty Dollars (\$30) Base Fee + Two Dollars and Seventy Five Cents (\$2.75) per Mile

When the average gasoline price exceeds \$5.00 per gallon, the per mile rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. For example, if the price of gasoline in the market, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found on the following website: <https://www.eia.gov/>

And when required by local regulation, the following shall apply, and may be amended based on regulatory changes without the need for an amendment to the Agreement: Ten Cents (\$.10) per Ride California Access for All Fee.

Contractor shall provide Organization with an invoice via email to the contact designated by Organization during the onboarding process (the “**Invoice Notification Contact**”), in a format consistent with the following Sample Invoice and Sample Supporting Documentation, within thirty (30) days of the end of each month during which Services were provided. In the event Organization needs to change the Invoice Notification Contact, it shall communicate those changes to Contractor in writing and provide Contractor with five (5) business days to make the requested changes. Once the requested change is made, Contractor shall provide Organization with written notice that the contact change has occurred (the “**Invoice Notification Contact Change**”). Until the Organization receives the Invoice Notification Contact Change, Contractor shall continue to use the contact information previously provided by Organization. Invoice Notification Contact Changes shall not be considered amendments for purposes of this Agreement.

Organization shall pay Contractor within thirty (30) days of Organization’s receipt of such invoice. Any invoice that is not paid within the time set forth herein shall be subject to late fees at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and such late fee shall be added to and payable on the overdue amount. Organization shall pay all collection costs, including without limitation reasonable attorney fees actually incurred by Contractor. In addition to any other right or remedy provided by law, Organization’s failure to provide timely payment may be deemed a material breach of this Agreement and Contractor shall be entitled to terminate this Agreement, cease the Services, and seek any and all available legal remedies, notwithstanding the provision of late fees hereunder and without waiving any of its other rights and remedies for such breach. Contractor’s failure to declare any late payment a breach shall not constitute a waiver of Contractor’s rights hereunder to declare any subsequent late payment a breach.

Sample Invoice

HopSkipDrive, Inc.
1933 S. Broadway, Ste. 1144
Los Angeles, CA 90007 US
accounting@hopskipdrive.com
hopskipdrive.com



Invoice

BILL TO
ABC School District
123 Fake St.
Los Angeles, CA 90007

INVOICE # 1957
DATE 04/01/2019
DUE DATE 05/01/2019
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
4031.2 B2B Base plus miles Completed Trips Base plus miles Completed Trips	4	31.0925	124.37
4032.2 B2B Base plus miles Cancelled Trips Base plus miles Cancelled Trips	2	12.83	25.66

To pay your invoice by credit card or free bank transfer click "Review and Pay" on the invoice then click "Pay Now".

BALANCE DUE	\$150.03
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You can also pay via Bill.com at <https://app.bill.com/Login>.
(Payment Network ID 0160726151291838)

Sample Invoice Supporting Documentation**Organizer Invoice 1957 Account #12345**

April 1, 2019 to April 30, 2019

ABC School District

123 Fake St., Los Angeles, CA, 90007 USA

Invoice Total: \$150.03

Scheduled Start	Trip ID	Trip State	Origin Address	Destination Address	Passengers or Cancelled Passengers	Est. Miles	Total Due
4/29/2019 12:15:00 PM	1489196	canceled	123 Fake St. Los Angeles, CA 90007 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger Four	9.23	\$12.52
4/29/2019 10:30:00 AM	1489193	canceled	789 Test St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger One Passenger Three	7.81	\$13.14
4/10/2019 2:15:00 PM	1449500	complete	789 Test St. Sherman Oaks, CA 91403 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger One Passenger Two	7.70	\$33.05
4/10/2019 10:15:00 AM	1449496	complete	456 ABC St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger Four Passenger Three	7.81	\$32.76
4/4/2019 12:30:00 PM	1437516	complete	123 Fake St. Los Angeles, CA 90007 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger Two Passenger Four	9.23	\$25.58
4/4/2019 9:15:00 AM	1437498	complete	789 Test St. Sherman Oaks, CA 91403 USA	3123 Fake St. Los Angeles, CA 90007 USA	Passenger Three Passenger One	7.81	\$32.98
Grand Total						49.59	\$150.03

EXHIBIT C

MINIMUM INSURANCE COVERAGE

Contractor Minimum Insurance:

Automobile Liability: \$1,000,000 single limit/\$1,000,000 UM/UIM

General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate

Sexual Misconduct: \$1,000,000 limit/\$2,000,000 aggregate

Employer's Liability: \$2,000,000

12.

13.

Signature Certificate

Reference number: WRRH2-5PMYD-KZKXZ-BYZMQ

Signer	Timestamp	Signature
William B. Dobson Email: bdobson@myacademy.org Sent: 08 Dec 2022 19:41:32 UTC Viewed: 08 Dec 2022 20:40:18 UTC Signed: 08 Dec 2022 20:40:42 UTC		
Recipient Verification: ✓ Email verified	08 Dec 2022 20:40:18 UTC	IP address: 72.199.180.41 Location: Poway, United States

Document completed by all parties on:
08 Dec 2022 20:40:42 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.





Quote No.	Opportunity No.	Date
Q-138744	OPP-203819	10/6/2023

Remit To	Contact Info
n2y, LLC PO Box 550 Huron, OH 44839	Melissa Blitzstein mblitzstein@myacademy.org

Bill To	Ship To
MY Academy Public Charter School 500 La Terraza Boulevard #150 Escondido, California 92025	MY Academy Public Charter School 500 La Terraza Boulevard #150 Escondido, California 92025

Date	Payment Terms	RFP / Contract #	Purchase Order
10/6/2023	Net 30		

Qty	Item	Description	Type	Sub No.	Sub Start Date	Sub End Date	Unit Cost	Amount
1	NWS	News2you™	New		10/6/2023	10/5/2024	\$249.99	\$249.99

Thank you for your business! In need of additional assistance? Please call us at (419) 433-9800 or (800) 697-6575.

Sub-Total: \$249.99
Sales Tax: \$0.00
Total: \$249.99

Please Note:

1. This Quote, exclusive of sales tax, is valid for 90 days. Purchase orders or payments via credit card must be received within 90 days from the date of this Quote to guarantee the listed price.
2. Multi-year Quotes require full payment of the Quote amount up front.
3. Prices are subject to change without notice. All orders are subject to our standard terms and conditions. ([Terms of Use & Privacy Policy](#))
4. n2y accepts credit cards for orders up to \$5,000 and checks or ACH payments for orders over \$5,000. Your Sales Representative would be happy to address any questions you might have regarding these policies.



Quote No.	Opportunity No.	Date
Q-138744	OPP-203819	10/6/2023

NOTE: Your order/Quote will not be processed until we receive a copy of your purchase order. Tax exempt organizations must include a copy of your state tax exempt form with your purchase order. All orders without a state tax exempt form will be charged sales tax at the applicable state rate.

There are four ways to process this Quote:

1. **Preferred:** Email your purchase order along with a copy of your Quote to **sales@n2y.com** or to your Sales Representative. **Email will result in faster processing.**
2. Fax your purchase order and a copy of your Quote to **(419) 433-9810**.
3. To request to use a credit card for payment, contact your n2y Sales Representative via the email address listed below.
4. Mail your purchase order to the address below. Be sure to attach a copy of this Quote or reference **Quote Number Q-138744** on the purchase order.

n2y, LLC
PO Box 550
Huron, OH 44839

n2y Math Manipulatives and Paper Kits are subject to availability.

Cancellation of training day(s) requires a 30 day notification. Failure to cancel within 30 days of initial training date may result in a cancellation fee of up to 50%.

For additional assistance with your order, please call n2y at (419) 433-9800 or (800) 697-6575.

Sincerely,

Whitney Miller
Inside Account Executive
wmiller@n2y.com
(419) 433-9800 ext. 1178

**CHARTER SCHOOLS
DEVELOPMENT CENTER**

817 14th Street, Suite 300
Sacramento, CA 95814-
2923

<http://www.chartercenter.org>



INVOICE

BILL TO

Motivated Youth Academy
500 LA TERRAZA BLVD, 150
Escondido, CA 92025

INVOICE # 23754

DATE 11/28/2023

DUE DATE 12/13/2023

TERMS Net 15

DATE	ACTIVITY	QTY	RATE	AMOUNT
	CSDC Membership	243	3.00	729.00
	CSDC Membership: 1 year membership 11/24/2023-11/23/2024			

Please make a bank transfer or credit card payment directly through the "Review and Pay" button in the invoice email.

BALANCE DUE

\$729.00

Or send a check payable to Charter Schools Development Center to our PO box below.

PO Box 15126, Sacramento, CA 95851

AGREEMENT FOR THE PROVISION OF LEGAL SERVICES BY EDWARDS, STEVENS & TUCKER LLP

THIS AGREEMENT is made and entered into this ____ day of December, 2023, by and between MOTIVATED YOUTH ACADEMY, a California nonprofit public benefit corporation, hereinafter called “CLIENT,” and EDWARDS, STEVENS & TUCKER LLP, hereinafter called “ATTORNEYS.”

In consideration of the promises and the mutual agreements contained in this Agreement for the Provision of Legal Services, CLIENT and ATTORNEYS agree as follows:

ATTORNEYS agree to provide the following professional services upon request:

1. Represent and advise CLIENT on those aspects of law as directed by the CLIENT;
2. Prepare legal opinions regarding statutes, court decisions, legislation, and other legal issues;
3. Represent the CLIENT before the courts, and other legal and administrative agencies;
4. Assist CLIENT in legal matters relating to administration of the CLIENT;
5. Perform such other duties as may be assigned by CLIENT in meeting its obligations under the law; and
6. Other duties as assigned by CLIENT and acceptable to ATTORNEYS.

ATTORNEYS shall provide those legal services reasonably required to represent CLIENT in these matters. ATTORNEYS shall also take reasonable steps to keep the CLIENT informed of significant developments and respond to the CLIENT’s inquiries. CLIENT shall be truthful with ATTORNEYS, cooperate with ATTORNEYS, keep ATTORNEYS informed of developments, and perform the obligations it has agreed to perform under this Agreement. This Agreement shall continue in effect at CLIENT’s option unless terminated in writing with at least 30 days advance notice.

CLIENT agrees to pay ATTORNEYS the following rates for legal services performed with no cap on the number of hours to be provided at these rates:

- | | |
|----------------------------|-------------------------|
| • Partners | \$310.00 - \$360.00/hr. |
| • Associate Attorneys | \$250.00 - \$305.00/hr. |
| • Of Counsel | \$275.00 - \$310.00/hr |
| • Law Clerk/Paralegal | \$150.00/hr |
| • Administrative Assistant | \$110.00/hr |

CLIENT will be billed in minimum increments of one-tenth (0.1) of an hour at ATTORNEYS' prevailing rates for all time spent on CLIENT's matters at a minimum of three-tenths (0.3) of an hour for any work performed in one business day.

ATTORNEYS will notify CLIENT at least 30 days in advance of any changes to the above rate structure or increases outside of the above rate structure. CLIENT agrees that it will pay ATTORNEYS any increase in their hourly rates. Agreements for legal fees other than the current hourly basis may be made by mutual written agreement for special projects.

CLIENT further agrees to reimburse ATTORNEYS for actual and necessary expenses and costs with respect to providing legal services, including but not limited to costs of mileage, lodging and travel expenses (including travel time), copying and facsimile transmissions, serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrator's fees, court reporter's fees, jury fees, witness fees, investigation expenses, overnight delivery costs, costs of computer research outside of standard databases, consultant's fees and expert witness fees.

ATTORNEYS shall send CLIENT a statement for fees and costs incurred every calendar month. ATTORNEYS' statements shall: (1) clearly state the hourly rate; (2) the hours billed; and (3) provide a thorough description of the work performed. CLIENT shall pay ATTORNEYS' statements within 30 days of each statement's date.

It is expressly understood and agreed to by both parties that ATTORNEYS, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the CLIENT. Nevertheless, CLIENT agrees that it shall provide ATTORNEYS with a defense and indemnification for any and all acts undertaken by ATTORNEYS on CLIENTS behalf to the extent ATTORNEYS would be entitled to such indemnity and defense if ATTORNEYS or its staff were employed by CLIENT.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for the provision of legal services.

Bill Dobson, Executive Director
 on behalf of Motivated Youth Academy

Date: _____

Eric Stevens, Partner
 Edwards, Stevens & Tucker LLP

Date: _____



Edwards, Stevens and Tucker, LLP

333 University Avenue, Suite 200
Sacramento, CA 95825
(916) 565 - 7697
EIN: 81-4627833

INVOICE

Invoice # 5314
Date: 12/05/2023
Due On: 01/04/2024

Motivated Youth Academy
500 LaTerraza Blvd., Suite 150
Escondido, CA 92025

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
(\$0.00	+ \$217.00) - (\$0.00	= \$217.00

PLEASE NOTE our updated name, address, and phone number. Our employer ID number (EIN, tax ID) is unchanged.

The attached detailed statement of services is CONFIDENTIAL AND ATTORNEY-CLIENT PRIVILEGED.

Payments received on/after the date of this invoice are not reflected in the Total Amount Outstanding.

00397-Motivated Youth Academy**Workshop**

Date	Description	Attorney	Quantity	Rate	Total
11/09/2023	Workshop - prepare for and participate in workshop	ES	0.70	\$310.00	\$217.00
Subtotal					\$217.00
Total					\$217.00

Detailed Statement of Account**Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
5314	01/04/2024	\$217.00	\$0.00	\$217.00
Outstanding Balance				\$217.00
Total Amount Outstanding				\$217.00

If you have any billing questions, please contact us at Admin@ESTattorneys.com or (916) 565 - 7697.

MOTIVATED YOUTH ACADEMY**Date:** December 14, 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 – October 2023
2. **Item:** Check Register - November 2023
3. **Item:** Approval of News2You subscription

Background:

As My Academy broadens its curriculum offerings to provide a more diverse range of resources for our students, our staff has discovered an innovative tool named News2You. This interactive platform is designed to enhance students' literacy skills by connecting them with the world around them. It offers various levels of engaging, symbol-supported, and text-only news articles, making learning both accessible and interactive for all students.

Recommendation: It is recommended the Board approve the subscription of News2You

Fiscal Impact: \$249.99

4. **Item:** Approval of Edwards, Stevens & Tucker, LLP Legal and Consultant Services Contract

Background: Edwards, Stevens & Tucker, LLP will provide Legal and Consulting Services to Motivated Youth Academy (MYA). Edwards, Stevens & Tucker, LLP agree to provide the following professional services upon request:

1. Represent and advise Motivated Youth Academy on those aspects of law as directed by Motivated Youth Academy.
2. Prepare legal opinions regarding statutes, court decisions, legislation, and other legal issues.
3. Represent Motivated Youth Academy before the courts, and other legal and

administrative agencies.

4. Assist Motivated Youth Academy in legal matters relating to administration of Motivated Youth Academy.
5. Perform such other duties as may be assigned by Motivated Youth Academy in meeting its obligations under the law.
6. Other duties as assigned by Motivated Youth Academy and acceptable to Edwards, Stevens & Tucker, LLP.

Edwards, Stevens & Tucker, LLP shall provide those legal services reasonably required to represent Motivated Youth Academy in these matters. Edwards, Stevens & Tucker, LLP shall also take reasonable steps to keep Motivated Youth Academy informed of significant developments and respond to Motivated Youth Academy's inquiries. Motivated Youth Academy shall be truthful with Edwards, Stevens & Tucker, LLP, cooperate with Edwards, Stevens & Tucker, LLP, keep Edwards, Stevens & Tucker, LLP informed of developments, and perform the obligations it has agreed to perform under this Agreement. This Agreement shall continue in effect at Motivated Youth Academy's option unless terminated in writing with at least 30 days advance notice

Recommendation: It is recommended the Board approve the Edwards, Stevens & Tucker, LLP Legal and Consultant Services Contract

Fiscal Impact: None

Coversheet

Consent - Personnel Services

Section:	IX. Consent
Item:	B. Consent - Personnel Services
Purpose:	
Submitted by:	
Related Material:	MYA BUS Classified Personnel Report 2023.12.14.pdf

MOTIVATED YOUTH ACADEMY**Date:** December 14, 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
A140	Mann, Kimberly	Instructional Assistant	\$ 44,625.07	10.30.2023
A141	Beyer, Mallary	Instructional Assistant	\$ 44,625.07	10.30.2023
	Dolan, Kellie	Student Admissions Liaison	Commission	12.1.2023

Coversheet

Consent - Policy Development

Section: IX. Consent
Item: C. Consent - Policy Development
Purpose: Vote

Submitted by:

Related Material:

MYA - 4150 Mileage Reimbursement Policy - redlined .pdf

MYA - 4150 Mileage Reimbursement Policy - for board approval.pdf

MYA - 5010 Educational Records and Student Information Policy - redlined.pdf

MYA - 5010 Educational Records and Student Information Policy - for board approval.pdf

MYA - 5015 Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy - redlined .pdf

MYA - 5015 Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy - for board approval.pdf

MYA - 5020 Suicide Prevention Policy - redlined .pdf

MYA - 5020 Suicide Prevention Policy - for board approval.pdf

PERSONNEL SERVICES**4150-MYA****MILEAGE REIMBURSEMENT POLICY**

It is the policy of Motivated Youth Academy (“MYA” or the “School”) to provide employees with reimbursements for work related use of their personal vehicles.

Employees may be required to drive their personal vehicles for work related purposes (e.g., while visiting independent study students or to participate in staff meetings). To compensate eligible employees for the costs associated with such driving, the School shall provide such employees with a mileage reimbursement in alignment with the IRS approved rate, which represents the total amount owed to the employee for vehicle expenses. The mileage reimbursement shall not constitute payment or reimbursement for any other travel related expenses.

All employees of the School are entitled to mileage reimbursement for driving undertaken in the course of conducting School business. Employees are required to submit a request for mileage reimbursement no later than 30 days following the date on which the driving occurred. Employees are obligated to utilize the mileage tracker and expense reimbursement platform designated by the School for recording all business-related driving and for submitting reimbursement claims to their supervisors.

Employees will be reimbursed for mileage starting after the first 30 miles driven or beginning with the first trip between the first and second work site locations, whichever comes first. The mileage allowance is based on driving between designated work sites and measures the distance from the first work site location to each subsequent location, ending with the last location visited by the employee. For example, for a teacher driving between student appointments, mileage is based on the distance from meeting location 1 to meeting location 2, meeting location 2 to meeting location 3, and so on, until the employee arrives at the final student meeting. The employee’s drive to the first work site location and from the final work site location is not covered by the mileage allowance unless it exceeds 30 miles, nor is it a reimbursable expense, as it is considered normal commuting time.

When appropriate, the School may determine to provide eligible employees with a comparable mileage stipend per month in lieu of a per mile reimbursement rate. Stipends must be paid in conjunction with regular pay periods and must be prorated for months in which the employee was not in regular work status for the entire month. The employee shall report to the School within 14 days of any month in which their actual vehicle expenses exceed the allowance.

PERSONNEL SERVICES**4150-MYA****MILEAGE REIMBURSEMENT POLICY**

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STUDENT SERVICES**5010-MYA**

EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY

Motivated Youth Academy (“MYA” or the “Charter School”) adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by the Charter School.

Definitions

1. **Education Record:** An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audiotape, film, microfilm, and microfiche that directly relates to a student and is maintained by the Charter School or by a party acting for the Charter School. Such information includes, but is not limited to: Date and place of birth; parent and/or guardian’s address, mother’s maiden name and where the parties may be contacted for emergency purposes;
 - a. Grades, test scores, courses taken, academic specializations and school activities;
 - b. Special education records;
 - c. Disciplinary records;
 - d. Medical and health records;
 - e. Attendance records and records of past schools attended; and/or
 - f. Personal information such as, but not limited to, a student’s name, the name of a student’s parent/guardian or other family members, student identification numbers, social security numbers, photographs, biometric record, or any other type of information that aids in the identification of a student.
 - g. An education record does not include any of the following:
 - i. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
 - ii. Records maintained by a law enforcement unit of the Charter School that were created by that law enforcement unit for the purpose of law enforcement;
 - iii. In the case of a person who is employed by the Charter School but not in attendance at the Charter School, records made and maintained in the normal course of business, relate exclusively to the individual in that individual’s capacity as an employee and are not available for any other purpose;
 - iv. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with the treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, “treatment” does not include remedial educational activities or activities that are part of the program of instruction at the Charter School;

STUDENT SERVICES**5010-MYA****EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

- v. Records that only contain information about an individual after the individual is no longer a student at the Charter School; or
 - vi. Grades on peer-graded papers before they are collected and recorded by a teacher.
2. **Personally Identifiable Information:** Personally identifiable information (“PII”) is information about a student that is contained in the student’s education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 (FERPA). PII includes, but is not limited to: a student’s name; the name of a student’s parent/guardian or other family members; the address of a student or student’s family; a personal identifier, such as the student’s Social Security number, student number or biometric record; other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the Charter School reasonably believes knows the identity of the student to whom the education record relates.
3. **Directory Information:** The Charter School may disclose the PII that it has designated as directory information, consistent with the terms of the annual notice provided by the Charter School pursuant to the FERPA (20 U.S.C. § 1232g). The Charter School has designated the following information as directory information:
- a. Student’s name
 - b. Student’s address
 - c. Parent/guardian’s address
 - d. Telephone listing
 - e. Student’s electronic mail address
 - f. Parent/guardian’s electronic mail address
 - g. Photograph
 - h. Date and place of birth
 - i. Dates of attendance
 - j. Grade level
 - k. Participation in officially recognized activities and sports
 - l. Weight and height of members of athletic teams
 - m. Degrees, honors, and awards received
 - n. The most recent educational agency or institution attended
 - o. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)
4. **Parent/Guardian:** Parent/guardian means a parent/guardian of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
5. **Eligible Student:** Eligible student means a student who has reached eighteen (18) years of age.

STUDENT SERVICES**5010-MYA****EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

6. **School Official:** A school official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of the Charter School. A school official also may include a volunteer for the Charter School or an independent contractor of the Charter School or other party who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the Charter School with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent/guardian or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent/guardian, student, or other volunteer assisting another school official in performing the school official's tasks.
7. **Legitimate Educational Interest:** A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill the school official's professional responsibility.

Disclosure of Directory Information

At the beginning of each school year, the Charter School shall provide parents/guardians and eligible students with a notice containing the following information: 1) The type of personally identifiable information it designates as directory information; 2) The parent/guardian's or eligible student's right to require that the Charter School not release "directory information" without obtaining prior written consent from the parent/guardian or eligible student; and 3) The period of time within which a parent/guardian or eligible student must notify the Charter School in writing of the categories of "directory information" that it may not disclose without the parent/guardian's or eligible student's prior written consent. The Charter School will continue to honor a valid request to opt-out of the disclosure of a former student's directory information made while the former student was in attendance unless the student rescinds the opt-out request.

Annual Notification to Parents and Eligible Students

At the beginning of each school year, in addition to the notice required for directory information, the Charter School shall provide eligible students currently in attendance and parents/guardians of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents/guardians and eligible students that they have the right to:

1. Inspect and review the student's education records;

STUDENT SERVICES**5010-MYA****EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

2. Seek amendment of the student's education records that the parent/guardian or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
3. Consent to disclosures of PII contained in the student's education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
4. File with the U.S. Department of Education a complaint concerning alleged failures by the Charter School to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that the Charter School forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and
4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

Parental and Eligible Student Rights Relating to Education Records

Parents/guardians and eligible students have the right to review the student's education records. In order to do so, parents/guardians and eligible students shall submit a request to review education records in writing to the registrar/admissions office. Within five (5) business days, the Charter School shall comply with the request.

Copies of Education Records

The Charter School will provide copies of requested documents within five (5) business days of a written request for copies. The Charter School may charge reasonable fees for copies it provides to parents/guardians or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former students' records or (2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

Request for Amendment to Education Records

STUDENT SERVICES**5010-MYA****EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

Following the inspection and review of a student's education record, a parent/guardian or eligible student may file a written request with the registrar/admissions office to correct or remove any information in the student's education record that is any of the following:

- a. Inaccurate
- b. Misleading
- c. In violation of the privacy rights of the student

The Charter School will respond within thirty (30) days of the receipt of the request to amend. The Charter School's response will be in writing and if the request for amendment is denied, the Charter School will set forth the reason for the denial and inform the parent/guardian or eligible student of their right to a hearing challenging the content of the education record.

If the Director or designee sustains any or all of the allegations, the Director or designee must order the correction or the removal and destruction of the information. The Director or designee must then inform the parent/guardian or eligible student of the amendment in writing.

Hearing to Challenge Education Record

If the Charter School denies a parent/guardian or eligible student's request to amend an education record, the parent/guardian or eligible student may, within thirty (30) days of the denial, request in writing that the parent/guardian or eligible student be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student.

The Director or designee may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent/guardian has given written consent to release information from the student's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- a. The Director or designee of a public school other than the public school at which the record is on file;
- b. A certificated Charter School employee; and
- c. A parent/guardian appointed by the Director or by the Board of Directors, depending upon who convenes the panel.

The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by the Charter School to the parent/guardian or eligible student no later than twenty (20) days before the hearing.

The Director or designee of a public school will serve as the chairman and shall not be required to use formal rules of evidence or procedure. The parent/guardian or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the

STUDENT SERVICES**5010-MYA****EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

challenge to the education record. The parent/guardian or eligible student may also, at the parent/guardian or eligible student's own expense, be assisted or represented by one or more individuals of the parent/guardian's or eligible student's choice, including an attorney. The decision of the Director or designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, the Charter School's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, the Charter School decides that the information is inaccurate, misleading, or in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent/guardian or eligible student of the amendment in writing.

If, as a result of the hearing, the Charter School decides that the information in the education record is not inaccurate, misleading, or in violation of the privacy rights of the student, it shall inform the parent/guardian or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why the parent/guardian or eligible student disagrees with the decision of the Charter School, or both. If the Charter School places a statement by the parent/guardian or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

Disclosure of Education Records and Directory Information

The Charter School must have a signed and dated written consent from the parent/guardian or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure, and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent/guardian or eligible student may request a copy of the disclosed records and the Charter School shall provide the parent/guardian or eligible student with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

The Charter School will only disclose PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent/guardian or eligible student and that the receiving party uses the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. The Charter School must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents/guardians or eligible students, the Charter School will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent/guardian or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that the Charter School will not release information to

STUDENT SERVICES**5010-MYA**

EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY

third parties for immigration-enforcement purposes, except as required by law or court order.

The Charter School will disclose education records, without prior written consent of the parent/guardian or eligible student, to the following parties:

1. School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations (“C.F.R.”) Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student’s enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student’s cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. The Charter School will make a reasonable attempt to notify the parent/guardian or eligible student of the request for records at the parent/guardian or eligible student’s last known address, unless the disclosure is initiated by the parent/guardian or eligible student. Additionally, the Charter School will give the parent/guardian or eligible student, upon request, a copy of the record that was disclosed and give the parent/guardian or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student’s application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents/guardians of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent/guardian or eligible student of the order or subpoena in advance of compliance, so that the parent/guardian or eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;

STUDENT SERVICES**5010-MYA****EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and/or a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or non related extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for student and parents/guardians, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by the Charter School; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by the Charter School with respect to that alleged crime or offense. The Charter School may disclose the final results of the disciplinary proceeding, regardless of whether the Charter School concluded a violation was committed.

Record Keeping Requirements

The Charter School will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of PII to institutions that make disclosures of the information on behalf of the Charter School in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of the Charter School and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents/guardians or eligible students, the Charter School officials with a legitimate purpose of inspecting the records, a party with written consent from the parent/guardian or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of PII may be inspected by parents/guardians and eligible students, the Charter School officials (or their assistants) responsible for the custody of the

STUDENT SERVICES**5010-MYA**

EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY

records, and parties authorized by regulations for the purpose of auditing the record keeping procedures of the Charter School.

Student cumulative records may not be removed from the premises of the Charter School, unless the individual removing the record has a legitimate educational interest, and is authorized by the Director, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the Charter School premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.)

Complaints

Parents/guardians and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue. S.W.
Washington, D.C. 20202-5920

Record Retention

The Charter School complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations (“CCR”) sections 431 and 438, per the following:

1. Mandatory Permanent Student Records: must be maintained indefinitely or an exact copy thereof for every student who was enrolled in the charter school. These records are defined as:
 - a. Legal name of student
 - b. Date of birth
 - c. Method of verification of birth date
 - d. Sex of student
 - e. Place of birth
 - f. Name and address of parent/guardian of minor student
 - g. Address of minor student if different than above
 - h. An annual verification of the name and address of the parent/guardian and the residence of the student

STUDENT SERVICES**5010-MYA****EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

- i. Entering and leaving date of each school year and for any summer session or other extra session
- j. Subjects taken during each year, half year, summer session or quarter
- k. If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
- l. Verification of or exemption from required immunizations
- m. Date of high school graduation or equivalent

The mandatory permanent student record or a copy thereof shall be forwarded by the Charter School upon request of a public or private school in which the student has enrolled. If the Charter School forwards the original mandatory permanent student record, a copy must be maintained by the Charter School. If the Charter School forwards a copy, the original must be maintained by the Charter School.

2. Mandatory Interim Student Records: must be maintained until judged to be disposable defined as “when the student leaves the charter school or when their usefulness ceases.” These records may be destroyed during the third (3rd) school year following the determination that the records are disposable (i.e. 2019-2020 records may be destroyed after July 1, 2023). These records are defined as:
 - 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 student, or a dependent adult student, or an adult student, 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
 - f. Parental restrictions regarding access to directory information or related stipulations.
 - g. Parental or adult student rejoinders to challenged records and to disciplinary action
 - h. Parental authorizations or prohibitions of student participation in specific programs
 - i. Results of standardized tests administered within the preceding three years

The mandatory interim student record or a copy thereof shall be forwarded by the Charter School upon request of a public school in California in which the student has enrolled. If

STUDENT SERVICES**5010-MYA**

EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY

the transfer is to an out of state or to a private school, the mandatory interim student record may be forwarded. If the Charter School forwards the original mandatory interim student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

3. Permitted Records: must be maintained and may be destroyed when their usefulness ceases or six (6) months following the student's completion or withdrawal from school. These records are defined as:
 - a. Objective counselor and/or teacher ratings
 - b. Standardized test results older than three years
 - c. Routine discipline data
 - d. Verified reports of relevant behavioral patterns
 - e. All disciplinary notices
 - f. Attendance records not covered in the 5 CCR § 400

Permitted student records may be forwarded upon a request by a public or private school in which a student has enrolled. If the Charter School forwards the original permitted student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

STUDENT SERVICES**5010-MYA**

EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY

Motivated Youth Academy (“MYA” or the “Charter School”) adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by the Charter School.

Definitions

1. **Education Record:** An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audiotape, film, microfilm, and microfiche that directly relates to a student and is maintained by the Charter School or by a party acting for the Charter School. Such information includes, but is not limited to: Date and place of birth; parent and/or guardian’s address, mother’s maiden name and where the parties may be contacted for emergency purposes;
 - a. Grades, test scores, courses taken, academic specializations and school activities;
 - b. Special education records;
 - c. Disciplinary records;
 - d. Medical and health records;
 - e. Attendance records and records of past schools attended; and/or
 - f. Personal information such as, but not limited to, a student’s name, the name of a student’s parent/guardian or other family members, student identification numbers, social security numbers, photographs, biometric record, or any other type of information that aids in the identification of a student.
 - g. An education record does not include any of the following:
 - i. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
 - ii. Records maintained by a law enforcement unit of the Charter School that were created by that law enforcement unit for the purpose of law enforcement;
 - iii. In the case of a person who is employed by the Charter School but not in attendance at the Charter School, records made and maintained in the normal course of business, relate exclusively to the individual in that individual’s capacity as an employee and are not available for any other purpose;
 - iv. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with the treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, “treatment” does not include remedial educational activities or activities that are part of

STUDENT SERVICES**5010-MYA**

EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY

- the program of instruction at the Charter School;
 - v. Records that only contain information about an individual after the individual is no longer a student at the Charter School; or
 - vi. Grades on peer-graded papers before they are collected and recorded by a teacher.
- 2. **Personally Identifiable Information:** Personally identifiable information (“PII”) is information about a student that is contained in the student’s education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 (FERPA). PII includes, but is not limited to: a student’s name; the name of a student’s parent/guardian or other family members; the address of a student or student’s family; a personal identifier, such as the student’s Social Security number, student number or biometric record; other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the Charter School reasonably believes knows the identity of the student to whom the education record relates.
- 3. **Directory Information:** The Charter School may disclose the PII that it has designated as directory information, consistent with the terms of the annual notice provided by the Charter School pursuant to the FERPA (20 U.S.C. § 1232g). The Charter School has designated the following information as directory information:
 - a. Student’s name
 - b. Student’s address
 - c. Parent/guardian’s address
 - d. Telephone listing
 - e. Student’s electronic mail address
 - f. Parent/guardian’s electronic mail address
 - g. Photograph
 - h. Date and place of birth
 - i. Dates of attendance
 - j. Grade level
 - k. Participation in officially recognized activities and sports
 - l. Weight and height of members of athletic teams
 - m. Degrees, honors, and awards received
 - n. The most recent educational agency or institution attended
 - o. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)
- 4. **Parent/Guardian:** Parent/guardian means a parent/guardian of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

STUDENT SERVICES**5010-MYA****EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

5. **Eligible Student:** Eligible student means a student who has reached eighteen (18) years of age.
6. **School Official:** A school official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of the Charter School. A school official also may include a volunteer for the Charter School or an independent contractor of the Charter School or other party who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the Charter School with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent/guardian or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent/guardian, student, or other volunteer assisting another school official in performing the school official's tasks.
7. **Legitimate Educational Interest:** A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill the school official's professional responsibility.

Disclosure of Directory Information

At the beginning of each school year, the Charter School shall provide parents/guardians and eligible students with a notice containing the following information: 1) The type of personally identifiable information it designates as directory information; 2) The parent/guardian's or eligible student's right to require that the Charter School not release "directory information" without obtaining prior written consent from the parent/guardian or eligible student; and 3) The period of time within which a parent/guardian or eligible student must notify the Charter School in writing of the categories of "directory information" that it may not disclose without the parent/guardian's or eligible student's prior written consent. The Charter School will continue to honor a valid request to opt-out of the disclosure of a former student's directory information made while the former student was in attendance unless the student rescinds the opt-out request.

Annual Notification to Parents and Eligible Students

At the beginning of each school year, in addition to the notice required for directory information, the Charter School shall provide eligible students currently in attendance and parents/guardians of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents/guardians and eligible students that they have the right to:

1. Inspect and review the student's education records;

STUDENT SERVICES**5010-MYA****EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

2. Seek amendment of the student's education records that the parent/guardian or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
3. Consent to disclosures of PII contained in the student's education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
4. File with the U.S. Department of Education a complaint concerning alleged failures by the Charter School to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that the Charter School forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and
4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

Parental and Eligible Student Rights Relating to Education Records

Parents/guardians and eligible students have the right to review the student's education records. In order to do so, parents/guardians and eligible students shall submit a request to review education records in writing to the registrar/admissions office. Within five (5) business days, the Charter School shall comply with the request.

Copies of Education Records

The Charter School will provide copies of requested documents within five (5) business days of a written request for copies. The Charter School may charge reasonable fees for copies it provides to parents/guardians or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former students' records or (2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

Request for Amendment to Education Records

STUDENT SERVICES**5010-MYA****EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

Following the inspection and review of a student's education record, a parent/guardian or eligible student may file a written request with the registrar/admissions office to correct or remove any information in the student's education record that is any of the following:

- a. Inaccurate
- b. Misleading
- c. In violation of the privacy rights of the student

The Charter School will respond within thirty (30) days of the receipt of the request to amend. The Charter School's response will be in writing and if the request for amendment is denied, the Charter School will set forth the reason for the denial and inform the parent/guardian or eligible student of their right to a hearing challenging the content of the education record.

If the Director or designee sustains any or all of the allegations, the Director or designee must order the correction or the removal and destruction of the information. The Director or designee must then inform the parent/guardian or eligible student of the amendment in writing.

Hearing to Challenge Education Record

If the Charter School denies a parent/guardian or eligible student's request to amend an education record, the parent/guardian or eligible student may, within thirty (30) days of the denial, request in writing that the parent/guardian or eligible student be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student.

The Director or designee may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent/guardian has given written consent to release information from the student's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- a. The Director or designee of a public school other than the public school at which the record is on file;
- b. A certificated Charter School employee; and
- c. A parent/guardian appointed by the Director or by the Board of Directors, depending upon who convenes the panel.

The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by the Charter School to the parent/guardian or eligible student no later than twenty (20) days before the hearing.

The Director or designee of a public school will serve as the chairman and shall not be required to use formal rules of evidence or procedure. The parent/guardian or eligible student will be

STUDENT SERVICES**5010-MYA****EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent/guardian or eligible student may also, at the parent/guardian or eligible student's own expense, be assisted or represented by one or more individuals of the parent/guardian's or eligible student's choice, including an attorney. The decision of the Director or designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, the Charter School's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, the Charter School decides that the information is inaccurate, misleading, or in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent/guardian or eligible student of the amendment in writing.

If, as a result of the hearing, the Charter School decides that the information in the education record is not inaccurate, misleading, or in violation of the privacy rights of the student, it shall inform the parent/guardian or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why the parent/guardian or eligible student disagrees with the decision of the Charter School, or both. If the Charter School places a statement by the parent/guardian or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

Disclosure of Education Records and Directory Information

The Charter School must have a signed and dated written consent from the parent/guardian or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure, and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent/guardian or eligible student may request a copy of the disclosed records and the Charter School shall provide the parent/guardian or eligible student with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

The Charter School will only disclose PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent/guardian or eligible student and that the receiving party uses the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. The Charter School must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents/guardians or eligible students, the Charter School will inform a receiving party of the requirement that the party not

STUDENT SERVICES**5010-MYA**

EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY

disclose the information to any other party without the prior written consent of the parent/guardian or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that the Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

The Charter School will disclose education records, without prior written consent of the parent/guardian or eligible student, to the following parties:

1. School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations (“C.F.R.”) Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student’s enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student’s cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. The Charter School will make a reasonable attempt to notify the parent/guardian or eligible student of the request for records at the parent/guardian or eligible student’s last known address, unless the disclosure is initiated by the parent/guardian or eligible student. Additionally, the Charter School will give the parent/guardian or eligible student, upon request, a copy of the record that was disclosed and give the parent/guardian or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student’s application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents/guardians of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent/guardian or eligible student of the order or subpoena in advance of compliance, so that the parent/guardian or eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;

STUDENT SERVICES**5010-MYA****EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and/or a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or non related extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for student and parents/guardians, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by the Charter School; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by the Charter School with respect to that alleged crime or offense. The Charter School may disclose the final results of the disciplinary proceeding, regardless of whether the Charter School concluded a violation was committed.

Record Keeping Requirements

The Charter School will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of PII to institutions that make disclosures of the information on behalf of the Charter School in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of the Charter School and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents/guardians or eligible students, the Charter School officials with a legitimate purpose of inspecting the records, a party with written consent from the parent/guardian or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of PII may be inspected by parents/guardians and eligible students, the Charter School officials (or their assistants) responsible for the custody of the

STUDENT SERVICES**5010-MYA**

EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY

records, and parties authorized by regulations for the purpose of auditing the record keeping procedures of the Charter School.

Student cumulative records may not be removed from the premises of the Charter School, unless the individual removing the record has a legitimate educational interest, and is authorized by the Director, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the Charter School premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.)

Complaints

Parents/guardians and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

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1. Mandatory Permanent Student Records: must be maintained indefinitely or an exact copy thereof for every student who was enrolled in the charter school. These records are defined as:
 - a. Legal name of student
 - b. Date of birth
 - c. Method of verification of birth date
 - d. Sex of student
 - e. Place of birth
 - f. Name and address of parent/guardian of minor student
 - g. Address of minor student if different than above
 - h. An annual verification of the name and address of the parent/guardian and the residence of the student

STUDENT SERVICES**5010-MYA****EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

- i. Entering and leaving date of each school year and for any summer session or other extra session
- j. Subjects taken during each year, half year, summer session or quarter
- k. If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
- l. Verification of or exemption from required immunizations
- m. Date of high school graduation or equivalent

The mandatory permanent student record or a copy thereof shall be forwarded by the Charter School upon request of a public or private school in which the student has enrolled. If the Charter School forwards the original mandatory permanent student record, a copy must be maintained by the Charter School. If the Charter School forwards a copy, the original must be maintained by the Charter School.

2. Mandatory Interim Student Records: must be maintained until judged to be disposable defined as “when the student leaves the charter school or when their usefulness ceases.” These records may be destroyed during the third (3rd) school year following the determination that the records are disposable (i.e. 2019-2020 records may be destroyed after July 1, 2023). These records are defined as:
 - 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 student, or a dependent adult student, or an adult student, 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
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 - g. Parental or adult student rejoinders to challenged records and to disciplinary action
 - h. Parental authorizations or prohibitions of student participation in specific programs
 - i. Results of standardized tests administered within the preceding three years

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STUDENT SERVICES**5010-MYA**

EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY

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3. Permitted Records: must be maintained and may be destroyed when their usefulness ceases or six (6) months following the student's completion or withdrawal from school. These records are defined as:
 - a. Objective counselor and/or teacher ratings
 - b. Standardized test results older than three years
 - c. Routine discipline data
 - d. Verified reports of relevant behavioral patterns
 - e. All disciplinary notices
 - f. Attendance records not covered in the 5 CCR § 400

Permitted student records may be forwarded upon a request by a public or private school in which a student has enrolled. If the Charter School forwards the original permitted student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn and negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, the Motivated Youth Academy Board of Directors (the "Board" or the "School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration and citizenship status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. In addition, bullying encompasses any conduct described in the definitions set forth in this policy. Hereafter, such actions are referred to as "misconduct prohibited by this policy."

To the extent possible, Motivated Youth Academy will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. School staff that witness acts of misconduct prohibited by this policy will take immediate steps to intervene when safe to do so.

Moreover, the School will not condone or tolerate misconduct prohibited by this policy by any employee, independent contractor or other person with which the School does business, or any other individual, student, or volunteer. This policy applies to all employees, students, or volunteer actions and relationships regardless of position or gender. The School will promptly and thoroughly investigate any complaint of such misconduct prohibited by this policy and take appropriate corrective action, if warranted.

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION AND BULLYING COORDINATOR ("COORDINATOR"):

Gigi Lenz, Operations and Program Manager

Title IX/Uniform Complaint Procedure Coordinator

(619) 343-2048

glenz@myacademy.org

500 La Terraza Blvd Ste 150

Escondido, CA 92025 ~~Mrs. Corrie Amador, Director of Human Resources~~

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY~~Title IX/Uniform Complaint Procedure Coordinator ¶~~~~(760) 494-9646; 207 ¶~~~~eamador@cccs.education ¶~~~~100 E. San Marcos Blvd., Suite 350 ¶~~~~San Marcos, CA 92069~~**PROHIBITED UNLAWFUL HARASSMENT UNDER TITLE IX**

Prohibited Unlawful Harassment is defined as

1. Verbal conduct such as epithets, derogatory jokes or comments, or slurs.
2. Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with school because of sex, race or any other protected basis.
3. Retaliation for reporting or threatening to report harassment.
4. Deferential or preferential treatment based on any of the protected classes above.

Title IX (20 U.S.C. § 1681 *et. seq*; 34 C.F.R. § 106.1 *et. seq*) and California state law prohibit harassment on the basis of sex. In accordance with these existing laws, discrimination on the basis of sex in education institutions is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by the Charter School.

SEXUAL HARASSMENT

Motivated Youth Academy is committed to providing an educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action.

Sexual harassment consists of sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

1. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress;
2. Submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual;
3. The conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or
4. Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against themselves or against another individual.

Sexual harassment may include, but is not limited to:

1. Physical assaults of a sexual nature, such as:
 - a. Rape, sexual battery, molestation or attempts to commit these assaults.
 - b. Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
2. Unwanted sexual advances, propositions or other sexual comments, such as:
 - a. Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - b. Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - c. Subjecting or threats of subjecting a student to unwelcome sexual attention or conduct or intentionally making the student's academic performance more difficult because of the student's sex.
3. Sexual or discriminatory displays or publications anywhere in the educational environment, such as:
 - a. Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the educational environment.
 - b. Reading publicly or otherwise publicizing in the educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - c. Displaying signs or other materials purporting to segregate an individual by sex in an area of the educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

PROHIBITED BULLYING

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act.

Bullying includes one or more acts committed by a student or group of students that may

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

constitute as sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable pupil* or pupils in fear of harm to that pupil's or those pupils' person or property.
2. Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health.
3. Causing a reasonable pupil to experience substantial interference with the pupil's academic performance.
4. Causing a reasonable pupil to experience a substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

* "Reasonable pupil" is defined as a pupil, including but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of the same age, or for a person of the same age with the same exceptional needs.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network internet website including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
 - b. Creating a credible impersonation* of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying" above. *"Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

3. An act of “cyber sexual bullying” including, but not limited to:

- a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- c. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

GRIEVANCE PROCEDURES**Reporting**

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this policy, to intervene as soon as it is safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this policy.

Any student who believes they have been subject to misconduct prohibited by this policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the coordinator:

Gigi Lenz, Operations and Program Manager
 Title IX/Uniform Complaint Procedure Coordinator
 (619) 343-2048
glenz@myacademy.org
 500 La Terraza Blvd Ste 150

~~Ms. Corrie Amador, Director of Human Resources ¶
 Title IX/Uniform Complaint Procedure Coordinator ¶
 (760) 494-9646; 207 ¶
eamador@cces.education ¶
 100 E. San Marcos Blvd., Suite 350 ¶
 San Marcos, CA 92069~~

Complaints regarding such misconduct may also be made to the U.S. Department of Education,

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Office for Civil Rights.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the coordinator. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this policy or other verbal, or physical abuses. Any student who feels targeted by such behavior should immediately

contact a teacher, counselor, the program director, coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this policy.

Motivated Youth Academy acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to carry out the investigation and/or to resolve the issue, as determined by the coordinator or designee on a case-by-case basis.

Motivated Youth Academy prohibits any form of retaliation against any reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of instances of misconduct prohibited by this policy. Such participation shall not in any way affect the status, grades, or work assignments of the reporter.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

Investigation

Upon receipt of a report of misconduct prohibited by this policy from a student, staff member, parent/guardian, volunteer, visitor or affiliate of the School, the coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than seven (7) school days. If the coordinator, or administrative designee determines that an investigation will take longer than seven (7) school days, the coordinator or administrative designee will inform the complainant and any other relevant parties and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, in no case may the coordinator or administrative designee reveal

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

confidential information related to other students or employees, including the type and extent of discipline issued against such students or employees.

All records related to any investigation of complaints under this policy are maintained in a secure location.

Consequences

Students or employees who engage in misconduct prohibited by this policy will be subject to disciplinary action.

Uniform Complaint Procedures

When harassment or bullying is based upon one of the protected characteristics set forth in this Policy, a complainant may also fill out a Uniform Complaint Procedures (“UCP”) complaint form at any time during the process.

Right of Appeal

Should the complainant find the coordinator’s resolution unsatisfactory, the complainant may, within five (5) school days, file an appeal with the Designated Appeals Committee. In such cases, at least three (3) certificated School employees who are unfamiliar with the case and who have been previously designated and trained for this purpose shall be assembled to conduct a confidential review of the complainant’s appeal and render a final decision.

**TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING
POLICY**



TITLE IX, Harassment, Intimidation, Discrimination & Bullying COMPLAINT FORM



Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

**TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING
POLICY**

_____ I hereby authorize the Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date

Print Name

To be completed by the Charter School:

Received by: _____ Date _____

Follow up meeting with complainant held on: _____

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn and negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, the Motivated Youth Academy Board of Directors (the "Board" or the "School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration and citizenship status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. In addition, bullying encompasses any conduct described in the definitions set forth in this policy. Hereafter, such actions are referred to as "misconduct prohibited by this policy."

To the extent possible, Motivated Youth Academy will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. School staff that witness acts of misconduct prohibited by this policy will take immediate steps to intervene when safe to do so.

Moreover, the School will not condone or tolerate misconduct prohibited by this policy by any employee, independent contractor or other person with which the School does business, or any other individual, student, or volunteer. This policy applies to all employees, students, or volunteer actions and relationships regardless of position or gender. The School will promptly and thoroughly investigate any complaint of such misconduct prohibited by this policy and take appropriate corrective action, if warranted.

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION AND BULLYING COORDINATOR ("COORDINATOR"):

Gigi Lenz, Operations and Program Manager
 Title IX/Uniform Complaint Procedure Coordinator
 (619) 343-2048
glenz@myacademy.org
 500 La Terraza Blvd Ste 150
 Escondido, CA 92025

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

PROHIBITED UNLAWFUL HARASSMENT UNDER TITLE IX

Prohibited Unlawful Harassment is defined as

1. Verbal conduct such as epithets, derogatory jokes or comments, or slurs.
2. Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with school because of sex, race or any other protected basis.
3. Retaliation for reporting or threatening to report harassment.
4. Deferential or preferential treatment based on any of the protected classes above.

Title IX (20 U.S.C. § 1681 *et. seq*; 34 C.F.R. § 106.1 *et. seq*) and California state law prohibit harassment on the basis of sex. In accordance with these existing laws, discrimination on the basis of sex in education institutions is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by the Charter School.

SEXUAL HARASSMENT

Motivated Youth Academy is committed to providing an educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action.

Sexual harassment consists of sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

1. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress;
2. Submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual;
3. The conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or
4. Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

concern about sexual harassment against themselves or against another individual.

Sexual harassment may include, but is not limited to:

1. Physical assaults of a sexual nature, such as:
 - a. Rape, sexual battery, molestation or attempts to commit these assaults.
 - b. Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
2. Unwanted sexual advances, propositions or other sexual comments, such as:
 - a. Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - b. Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - c. Subjecting or threats of subjecting a student to unwelcome sexual attention or conduct or intentionally making the student's academic performance more difficult because of the student's sex.
3. Sexual or discriminatory displays or publications anywhere in the educational environment, such as:
 - a. Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the educational environment.
 - b. Reading publicly or otherwise publicizing in the educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - c. Displaying signs or other materials purporting to segregate an individual by sex in an area of the educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

PROHIBITED BULLYING

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act.

Bullying includes one or more acts committed by a student or group of students that may constitute as sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

predicted to have the effect of one or more of the following:

1. Placing a reasonable pupil* or pupils in fear of harm to that pupil's or those pupils' person or property.
2. Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health.
3. Causing a reasonable pupil to experience substantial interference with the pupil's academic performance.
4. Causing a reasonable pupil to experience a substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

* "Reasonable pupil" is defined as a pupil, including but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of the same age, or for a person of the same age with the same exceptional needs.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network internet website including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
 - b. Creating a credible impersonation* of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying" above. *"Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
3. An act of "cyber sexual bullying" including, but not limited to:

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

- a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- c. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

GRIEVANCE PROCEDURES**Reporting**

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this policy, to intervene as soon as it is safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this policy.

Any student who believes they have been subject to misconduct prohibited by this policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the coordinator:

Gigi Lenz, Operations and Program Manager
 Title IX/Uniform Complaint Procedure Coordinator
 (619) 343-2048
 glenz@myacademy.org
 500 La Terraza Blvd Ste 150

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the coordinator. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

anonymous report.

Students are expected to report all incidents of misconduct prohibited by this policy or other verbal, or physical abuses. Any student who feels targeted by such behavior should immediately

contact a teacher, counselor, the program director, coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this policy.

Motivated Youth Academy acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to carry out the investigation and/or to resolve the issue, as determined by the coordinator or designee on a case-by-case basis.

Motivated Youth Academy prohibits any form of retaliation against any reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of instances of misconduct prohibited by this policy. Such participation shall not in any way affect the status, grades, or work assignments of the reporter.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

Investigation

Upon receipt of a report of misconduct prohibited by this policy from a student, staff member, parent/guardian, volunteer, visitor or affiliate of the School, the coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than seven (7) school days. If the coordinator, or administrative designee determines that an investigation will take longer than seven (7) school days, the coordinator or administrative designee will inform the complainant and any other relevant parties and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, in no case may the coordinator or administrative designee reveal confidential information related to other students or employees, including the type and extent of discipline issued against such students or employees.

All records related to any investigation of complaints under this policy are maintained in a secure

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

location.

Consequences

Students or employees who engage in misconduct prohibited by this policy will be subject to disciplinary action.

Uniform Complaint Procedures

When harassment or bullying is based upon one of the protected characteristics set forth in this Policy, a complainant may also fill out a Uniform Complaint Procedures (“UCP”) complaint form at any time during the process.

Right of Appeal

Should the complainant find the coordinator’s resolution unsatisfactory, the complainant may, within five (5) school days, file an appeal with the Designated Appeals Committee. In such cases, at least three (3) certificated School employees who are unfamiliar with the case and who have been previously designated and trained for this purpose shall be assembled to conduct a confidential review of the complainant’s appeal and render a final decision.



TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

TITLE IX, Harassment, Intimidation, Discrimination & Bullying COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____ I hereby authorize the Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date

Print Name

To be completed by the Charter School:

Received by: _____ Date _____

Follow up meeting with complainant held on: _____

SUICIDE PREVENTION POLICY

Motivated Youth Academy (“MYA” or the “Charter School”) recognizes that suicide is a major cause of death among youth and should be taken seriously. In an effort to reduce suicidal behavior and its impact on students and families, the Charter School has developed prevention strategies and intervention procedures.

In compliance with Education Code section 215, this policy has been developed in consultation with the Charter School and ~~educational partner~~~~community stakeholders~~, school employed mental health professionals, administrators, other school staff members, and the county mental health plan in planning, implementing, and evaluating the Charter School’s strategies for suicide prevention and intervention. The Charter School must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

The purpose of this policy is to protect the health and well-being of all of our students by having procedures in place to prevent, assess the risk of, intervene in, and respond to youth suicidal behavior. Protecting the health and well-being of all students is of utmost importance to our school and is in line with school mandates for all professionals and individuals working with youth. Because it is impossible to predict when a crisis will occur, preparedness is necessary for every school. Youth suicide is preventable, and parents, educators and schools are key to prevention. Preventing suicide depends not only on suicide prevention policies, but also on a holistic approach that promotes healthy lifestyles, families, and communities. Thus, this policy is intended to be paired with other policies and efforts that support the emotional and behavioral well-being of youth.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the Charter School shall appoint an individual (or team) to serve as the suicide prevention point of contact for the Charter School. The suicide prevention point of contact and the Executive Director shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

Staff Development

The Charter School along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention. Training shall be provided for all school staff members ~~and~~ shall include the following:

Motivated Youth Academy

Policy Adopted: October 10, 2019

Policy Revised: July 9, 2020

Policy Reviewed: August 19, 2021

Policy Reviewed: month, day, year

Page 1 of 8

SUICIDE PREVENTION POLICY

1. All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
2. At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
3. At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
 - a. Suicide risk factors, warning signs, and protective factors;
 - b. How to talk with a student about thoughts of suicide;
 - c. How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
 - d. Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
 - e. Emphasis on reducing the stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
 - f. Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
 - g. Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - i. Youth affected by suicide;
 - ii. Youth with a history of suicide ideation or attempts;
 - iii. Youth with disabilities, mental illness, or substance abuse disorders;
 - iv. Lesbian, gay, bisexual, transgender, or questioning youth;
 - v. Youth experiencing homelessness or in out-of-home settings, such as foster care;
 - vi. Youth who have suffered traumatic experiences;

SUICIDE PREVENTION POLICY

4. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
 - a. The impact of traumatic stress on emotional and mental health;
 - b. Common misconceptions about suicide;
 - c. Charter School and community suicide prevention resources;
 - d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
 - e. The factors associated with suicide (risk factors, warning signs, protective factors);
 - f. How to identify youth who may be at risk of suicide;
 - g. Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on the Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on the Charter School guidelines;
 - h. Charter School approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
 - i. Charter School approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
 - j. Responding after a suicide occurs (suicide postvention);
 - k. Resources regarding youth suicide prevention;
 - l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
 - m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

Employee Qualifications and Scope of Services

Employees of the Charter School must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs and to prevent the immediate risk of suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In

SUICIDE PREVENTION POLICY

addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

Parents, Guardians, and Caregivers Participation and Education

1. Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, the Charter Schools shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School's Web page and included in the parent handbook.
3. Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
4. All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
 - a. Suicide risk factors, warning signs, and protective factors;
 - b. How to talk with a student about thoughts of suicide;
 - c. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Student Participation and Education

The Charter School's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience.

The Charter School's instructional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the Charter School's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. Under the supervision of an appropriately trained individual acting within the scope of the individual's credential or license, students shall:

1. Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress which may include:
 - a. Coping strategies for dealing with stress and trauma.;
 - b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others.;

SUICIDE PREVENTION POLICY

- c. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help.;
 - d. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.
2. Receive developmentally appropriate guidance regarding the Charter School's suicide prevention, intervention, and referral procedures.

Student-focused suicide prevention education can be incorporated into curricula (e.g., health classes, science classes, and physical education).

The Charter School will support the creation and implementation of programs that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week).

Intervention and Emergency Procedures

The Charter School designates the following administrators to act as the primary and secondary suicide prevention liaisons:

1. School Counselor
2. School Psychologist

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

SUICIDE PREVENTION POLICY

When a suicide attempt or threat is reported, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
 - a. Eliciting immediate medical treatment if a suicide attempt has occurred;
 - b. Eliciting law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
 - c. Ensuring that the student is under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
 - d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
 - e. Moving all other students out of the immediate area if applicable;
 - f. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
 - g. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
4. After a referral is made, the Charter School shall verify with the parent/guardian that the follow-up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build an understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted at a school sponsored activity, the suicide prevention liaison shall follow the crisis intervention procedures contained in the Charter School's safety plan. After consultation with the Executive Director or designee and the student's

SUICIDE PREVENTION POLICY

parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Executive Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Charter School staff may receive assistance from counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted unrelated to school activities, the Executive Director or designee shall take the following steps to support the student:

1. Contact the parent/guardian and offer support to the family.
2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for makeup work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

Supporting Students during or after a Mental Health Crisis

Students shall be encouraged to notify a teacher, the Executive Director, another school administrator, psychologist, counselor, suicide prevention liaisons, or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and parent/guardian, about additional resources to support the student.

SUICIDE PREVENTION POLICY

Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. The Charter School shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

1. Coordinate with the Executive Director to:
 - a. Confirm death and cause;
 - b. Identify a staff member to contact the deceased's family (within 24 hours);
 - c. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
2. Coordinate an all-staff meeting, to include:
 - a. Notification (if not already conducted) to staff about suicide death;
 - b. Emotional support and resources available to staff;
 - c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
 - d. Share information that is relevant and that which you have permission to disclose.
3. Prepare staff to respond to the needs of students regarding the following:
 - a. Review of protocols for referring students for support/assessment;
 - b. Talking points for staff to notify students;
 - c. Resources available to students
4. Identify students significantly affected by suicide death and other students at risk of imitative behavior;
5. Identify students affected by suicide death but not at risk of imitative behavior;
6. Communicate with the larger school community about suicide death;
7. Consider funeral arrangements for family and school community;
8. Respond to memorial requests in a respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
9. Identify a media spokesperson if needed.
10. Include long-term suicide postvention responses:
 - a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant events) and how these will be addressed
 - b. Support siblings, close friends, teachers, and/or students of deceased
 - c. Consider long-term memorials and how they may impact students who are

SUICIDE PREVENTION POLICY

emotionally vulnerable and at risk of suicide

SUICIDE PREVENTION POLICY**Student Identification Cards**

Charter School will include the telephone number for the National Suicide Prevention Lifeline (1-800-273-8255) and the National Domestic Violence Hotline (1-800-799-7233) on all student identification cards. The Charter School will also include the number for the Crisis Text Line, which can be accessed by texting HOME to 741741 and a local suicide prevention hotline on all student identification cards.

SUICIDE PREVENTION POLICY

Motivated Youth Academy (“MYA” or the “Charter School”) recognizes that suicide is a major cause of death among youth and should be taken seriously. In an effort to reduce suicidal behavior and its impact on students and families, the Charter School has developed prevention strategies and intervention procedures.

In compliance with Education Code section 215, this policy has been developed in consultation with the Charter School and educational partners, school employed mental health professionals, administrators, other school staff members, and the county mental health plan in planning, implementing, and evaluating the Charter School’s strategies for suicide prevention and intervention. The Charter School must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

The purpose of this policy is to protect the health and well-being of all of our students by having procedures in place to prevent, assess the risk of, intervene in, and respond to youth suicidal behavior. Protecting the health and well-being of all students is of utmost importance to our school and is in line with school mandates for all professionals and individuals working with youth. Because it is impossible to predict when a crisis will occur, preparedness is necessary for every school. Youth suicide is preventable, and parents, educators and schools are key to prevention. Preventing suicide depends not only on suicide prevention policies, but also on a holistic approach that promotes healthy lifestyles, families, and communities. Thus, this policy is intended to be paired with other policies and efforts that support the emotional and behavioral well-being of youth.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the Charter School shall appoint an individual (or team) to serve as the suicide prevention point of contact for the Charter School. The suicide prevention point of contact and the Executive Director shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

Staff Development

The Charter School along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention. Training shall be provided for all school staff members and shall include the following:

SUICIDE PREVENTION POLICY

1. All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
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SUICIDE PREVENTION POLICY

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SUICIDE PREVENTION POLICY

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Student Participation and Education

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1. Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress which may include:
 - a. Coping strategies for dealing with stress and trauma.;
 - b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others.;

SUICIDE PREVENTION POLICY

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The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

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SUICIDE PREVENTION POLICY

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 - b. Eliciting law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
 - c. Ensuring that the student is under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
 - d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
 - e. Moving all other students out of the immediate area if applicable;
 - f. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
 - g. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
4. After a referral is made, the Charter School shall verify with the parent/guardian that the follow-up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build an understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.
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SUICIDE PREVENTION POLICY

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2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
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4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for makeup work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

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SUICIDE PREVENTION POLICY

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1. Coordinate with the Executive Director to:
 - a. Confirm death and cause;
 - b. Identify a staff member to contact the deceased's family (within 24 hours);
 - c. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
2. Coordinate an all-staff meeting, to include:
 - a. Notification (if not already conducted) to staff about suicide death;
 - b. Emotional support and resources available to staff;
 - c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
 - d. Share information that is relevant and that which you have permission to disclose.
3. Prepare staff to respond to the needs of students regarding the following:
 - a. Review of protocols for referring students for support/assessment;
 - b. Talking points for staff to notify students;
 - c. Resources available to students
4. Identify students significantly affected by suicide death and other students at risk of imitative behavior;
5. Identify students affected by suicide death but not at risk of imitative behavior;
6. Communicate with the larger school community about suicide death;
7. Consider funeral arrangements for family and school community;
8. Respond to memorial requests in a respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
9. Identify a media spokesperson if needed.
10. Include long-term suicide postvention responses:
 - a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant events) and how these will be addressed
 - b. Support siblings, close friends, teachers, and/or students of deceased
 - c. Consider long-term memorials and how they may impact students who are

SUICIDE PREVENTION POLICY

emotionally vulnerable and at risk of suicide

SUICIDE PREVENTION POLICY**Student Identification Cards**

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Coversheet

Approval of 2023-24 First Interim Financial Report

Section:	X. Business/Financial Services
Item:	A. Approval of 2023-24 First Interim Financial Report
Purpose:	Vote
Submitted by:	
Related Material:	2023-2024 First Interim Financial Report .pdf



Motivated Youth Academy

October 2023 Financials

12/14/2023 Board Meeting

First Interim

Highlights

- These October financials double as the First Interim Reporting for MYA.
- Enrollment remains projected at 223 with ADA at 207.39.
- MYA's staffing roster was updated to include personnel changes and updates.
- The Days Cash on Hand year-end projection is: 113 days.
- Recently added Legal costs have been removed and will impact FY22-23 instead.
- Revenues for FY23-24 continue to include \$461K in anticipated ERTC funding.
- Year-end deficit is forecasting at \$187K and improved by \$7K this month.
- MYA is forecasting to meet the full 40/80 spending requirement at First Interim.

Compliance and Reporting

- 12.20 : 1 Pupil to Teacher – compliant
- 40/80 supports a 100% funding determination:
FY23-24 is a funding determination year and MYA must aim to meet this requirement.

Pupil:Teacher Ratio	
12.20 : 1	

Cert.	Instr.
59.7%	84.0%
785,960	158,467

Revenue

- Revenues continue projecting at \$3.99M and virtually identical to prior forecast.
- State Aid Revenue remains at \$2.99M after using the new FCMAT calculator 24.2b.
- Federal Revenues are now projecting at \$256K after moving out the ERTC funds.
- Other State Revenue is now forecasting at \$725K with the inclusion of \$461K in ERTC funds which were re-categorized.
- Other Local Revenue is forecasting at \$8K and added \$500 in interest revenue.
- The LREBG allocation has been decreased by \$42,396 for a new award total of \$253,784. This overpayment will be returned to the State.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Revenue						
State Aid-Rev Limit	\$ 829,820	\$ 603,347	\$ 226,472	\$ 2,998,189	\$ 2,995,959	\$ 2,230
Federal Revenue	75	128,210	(128,135)	256,140	519,027	(262,887)
Other State Revenue	1,794	37,712	(35,919)	724,568	256,242	468,326
Other Local Revenue	2,673	5,200	(2,527)	8,159	15,600	(7,441)
Total Revenue	\$ 834,362	\$ 774,469	\$ 59,892	\$ 3,987,056	\$ 3,786,828	\$ 200,228

Expenses

- Expenses are projecting \$7K lower than previous forecast and at \$4.17M.
- Personnel costs overall are \$177K higher after updating and including Scott, Tova, Jennifer, and Kathleen to the roster.
- Operational costs have decreased by \$184K and resulted mostly from the following:
 - \$44K less Instructional Services costs for CSI, as staff were added for this.
 - \$150K less in Legal costs that have been moved to FY22-23 per auditors.
 - \$20K more in PD with \$15K in JD Learning Workshop & \$14K in Lakehouse.
 - \$18K less for General Consulting which is trending lower.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Expenses						
Certificated Salaries	\$ 557,516	\$ 562,626	\$ 5,110	\$ 1,771,808	\$ 1,614,396	\$ (157,413)
Classified Salaries	133,153	102,661	(30,493)	449,465	302,507	(146,958)
Benefits	234,031	214,395	(19,636)	740,433	634,308	(106,125)
Books and Supplies	116,573	51,852	(64,721)	250,392	241,221	(9,171)
Subagreement Services	31,646	26,378	(5,267)	341,340	323,406	(17,934)
Operations	27,147	39,967	12,819	113,821	119,900	6,079
Facilities	7,046	9,699	2,653	28,172	29,096	924
Professional Services	169,527	163,344	(6,183)	478,415	520,606	42,191
Depreciation	-	-	-	-	-	-
Interest	-	-	-	-	-	-
Total Expenses	\$ 1,276,638	\$ 1,170,921	\$ (105,717)	\$ 4,173,847	\$ 3,785,440	\$ (388,407)

Fund Balance

- Forecasted year-end deficit is at -4.7% of total expenses.
- The year-end fund balance is projecting at 23.9% of annual expenses.
- A strong fund balance will help MYA in meeting the 40/80 spending requirement to insure a 100% funding determination.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ (442,276)	\$ (396,452)	\$ (45,825)	\$ (186,791)	\$ 1,388	\$ (188,179)
Beginning Fund Balance	<u>1,183,250</u>	<u>1,183,250</u>		<u>1,183,250</u>	<u>1,183,250</u>	
Ending Fund Balance	<u>\$ 740,974</u>	<u>\$ 786,798</u>		<u>\$ 996,459</u>	<u>\$ 1,184,638</u>	
<i>As a % of Annual Expenses</i>	17.8%	20.8%		23.9%	31.3%	

Appendices

- Monthly Cash Flow / Forecast 23-24
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- Check Register
- AP Aging
- Compliance Reminders

Motivated Youth Academy

Monthly Cash Forecast FY23-24

Revised 12/04/2023

Actuals Through: 10/31/2023

ADA = 207.39



Revenues

State Aid - Revenue Limit

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

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
123,916	123,916	223,049	223,049	223,049	223,049	223,049	223,049	179,097	179,097	179,097	179,097	179,096
-	-	10,387	-	-	10,370	-	-	10,370	-	-	-	10,352
-	2,391	-	-	-	-	-	-	-	-	-	-	-
-	28,410	56,821	37,881	37,881	37,881	37,881	37,881	66,025	33,013	33,013	33,013	33,013
123,916	154,717	290,257	260,930	260,930	271,299	260,930	260,930	255,492	212,110	212,110	212,110	222,461

Annual Forecast
2,481,610
41,478
2,391
472,710
2,998,189

Original Budget Total	Favorable / (Unfav.)
ADA = 207.39	
2,516,947	(35,337)
41,478	-
-	2,391
437,534	35,176
2,995,959	2,230

Federal Revenue

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

-	-	-	-	2,337	2,337	2,337	2,337	3,315	3,315	3,315	3,315	3,315
-	-	-	-	-	27,230	-	-	-	-	-	-	9,077
-	-	-	-	-	4,169	-	-	-	-	-	-	1,390
-	-	-	75	-	-	47,088	-	-	47,088	-	-	94,101
-	-	-	75	2,337	33,736	49,425	2,337	3,315	50,403	3,315	3,315	107,882

25,924
36,306
5,559
188,351
256,140

25,924	-
28,149	8,157
4,422	1,137
460,532	(272,181)
519,027	(262,887)

Other State Revenue

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

-	-	-	-	16,591	16,591	16,591	16,591	23,534	23,534	23,534	23,534	23,534
-	-	-	-	-	9,821	-	-	-	-	-	-	-
-	-	-	-	-	-	12,309	-	-	12,309	-	-	24,534
-	-	(1)	(205)	-	-	-	-	-	-	-	-	-
2,000	-	-	-	1,191	1,191	118,324	1,191	1,191	118,324	1,191	116,324	120,838
2,000	-	(1)	(205)	17,782	27,603	147,224	17,782	24,725	154,167	24,725	139,858	168,907

184,038
9,821
49,151
(206)
481,765
724,568

184,038	-
9,821	-
49,151	-
-	(206)
13,233	468,532
256,242	468,326

Other Local Revenue

8660	Interest Revenue
8980	Contributions, Unrestricted

878	-	1,448	348	186	186	186	186	186	186	186	186	-
-	-	-	-	500	500	500	500	500	500	500	500	-
878	-	1,448	348	686	686	686	686	686	686	686	686	-

4,159
4,000
8,159

2,600	1,559
13,000	(9,000)
15,600	(7,441)

Total Revenue

126,794	154,717	291,704	261,147	281,735	333,323	458,264	281,735	284,218	417,365	240,836	355,969	499,249
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3,987,056

3,786,828	200,228
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Expenses

Certificated Salaries

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

42,340	70,692	104,510	88,930	103,699	103,699	103,699	103,699	103,699	103,699	103,699	43,140	-
1,352	2,489	3,354	3,776	8,580	8,580	8,580	8,580	8,580	8,580	17,160	17,160	-
25,357	25,063	56,213	42,737	24,582	24,582	24,582	24,582	24,582	24,582	24,582	19,582	-
25,455	21,393	21,557	22,298	20,975	20,975	20,975	20,975	20,975	20,975	20,975	20,975	-
94,504	119,637	185,634	157,741	157,836	157,836	157,836	157,836	157,836	157,836	166,416	100,858	-

1,075,508
96,770
341,029
258,502
1,771,808

962,862	(112,646)
100,325	3,555
208,217	(132,812)
342,992	84,490
1,614,396	(157,413)

Classified Salaries

2100	Instructional Salaries
2200	Support Salaries
2400	Clerical and Office Staff Salaries

6,490	3,770	3,941	3,427	6,714	6,714	6,714	6,714	6,714	6,714	6,714	6,714	-
15,847	16,507	37,945	20,178	24,076	24,076	24,076	24,076	24,076	24,076	24,076	18,601	-
13,816	10,032	(7,385)	8,584	9,433	9,433	9,433	9,433	9,433	9,433	9,433	9,433	-
36,153	30,309	34,501	32,190	40,223	40,223	40,223	40,223	40,223	40,223	40,223	34,748	-

71,343
277,611
100,510
449,465

92,388	21,045
193,781	(83,830)
16,338	(84,172)
302,507	(146,958)

Benefits

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

12,933	20,524	27,885	21,890	29,654	29,654	29,654	29,654	29,654	29,654	31,266	18,949	-
2,505	1,994	3,938	2,421	2,648	2,648	2,648	2,648	2,648	2,648	2,648	2,287	-
1,854	2,131	3,148	2,708	2,870	2,870	2,870	2,870	2,870	2,870	2,995	1,965	-
21,913	30,365	29,970	22,191	21,194	21,194	21,194	21,194	21,194	21,194	21,194	21,194	-
164	249	1,958	88	1,163	1,163	5,815	4,652	2,326	1,163	1,163	1,163	-
4,308	-	13,815	-	2,771	2,771	2,771	2,771	2,771	2,771	2,891	1,897	-
1,164	1,064	1,304	1,545	3,323	3,323	3,323	3,323	3,323	3,323	3,467	2,275	-
44,841	56,328	82,019	50,844	63,624	63,624	68,276	67,113	64,787	63,624	65,624	49,731	-

311,371
31,681
32,023
273,992
21,068
39,540
30,758
740,433

308,350	(3,021)
18,755	(12,925)
27,795	(4,228)
210,480	(63,512)
21,490	422
26,837	(12,703)
20,601	(10,158)
634,308	(106,125)

Books and Supplies

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

-	-	-	-	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	-
-	-	274	-	66	1,792	345	5,809	2,046	2,046	2,046	2,046	-
44,097	5,885	7,453	11,082	2,522	3,642	3,642	3,642	3,642	3,642	3,642	3,642	-
348	6,666	13,953	6,198	1,733	1,733	1,733	1,733	1,733	1,733	1,733	1,733	-
-	-	-	-	910	333	333	333	333	333	333	333	-
1,098	317	16,819	2,383	224	6,066	1,168	19,664	6,928	6,928	6,928	6,928	-
-	-	-	-	500	167	167	167	167	167	167	167	-
45,543	12,868	38,498	19,662	7,955	15,732	9,388	33,348	16,849	16,849	16,849	16,849	-

16,000
16,471
96,529
41,032
3,244
75,450
1,666
250,392

20,000	4,000
16,471	-
96,500	(29)
26,800	(14,232)
4,000	756
75,450	-
2,000	334
241,221	(9,171)

Motivated Youth Academy

Monthly Cash Forecast FY23-24

Revised 12/04/2023

Actuals Through: 10/31/2023

ADA = 207.39



Subagreement Services

5102	Special Education
5104	Transportation
5106	Other Educational Consultants
5107	Instructional Services

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 Forecast	Original Budget Total	Favorable / (Unfav.)
-	2,085	1,380	1,493	4,858	4,858	4,858	4,858	4,858	4,858	4,858	4,858	-	43,825	46,300	2,475
-	-	-	-	1,864	1,864	1,864	1,864	1,864	1,864	1,864	1,864	-	14,909	15,000	91
7,750	-	12,972	5,966	962	26,042	5,013	84,427	29,744	29,744	29,744	29,744	-	262,106	262,106	-
-	-	-	-	2,563	2,563	2,563	2,563	2,563	2,563	2,563	2,563	-	20,500	-	(20,500)
7,750	2,085	14,352	7,459	10,246	35,327	14,298	93,711	39,028	39,028	39,028	39,028	-	341,340	323,406	(17,934)

Operations and Housekeeping

5201	Auto and Travel
5300	Dues & Memberships
5400	Insurance
5516	Miscellaneous Expense
5900	Communications
5901	Postage and Shipping

973	160	1,017	428	1,217	1,217	1,217	1,217	1,217	1,217	1,217	1,217	-	12,311	13,400	1,089
2,910	-	1,329	912	360	860	860	860	860	860	860	860	-	11,531	11,400	(131)
5,142	6,994	1,838	-	2,125	1,325	1,325	1,325	1,325	1,325	1,325	1,325	-	25,375	24,900	(475)
-	-	-	-	2,050	1,850	1,850	1,850	1,850	1,850	1,850	1,850	-	15,000	15,000	-
-	2,214	3,229	-	4,960	4,960	4,960	4,960	4,960	4,960	4,960	4,960	-	45,124	49,600	4,476
-	-	-	-	560	560	560	560	560	560	560	560	-	4,480	5,600	1,120
9,026	9,369	7,414	1,340	11,272	10,772	10,772	10,772	10,772	10,772	10,772	10,772	-	113,821	119,900	6,079

Facilities, Repairs and Other Leases

5601	Rent
5602	Additional Rent
5604	Other Leases

1,761	1,761	1,761	1,761	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	-	21,712	22,000	288
-	-	-	-	310	310	310	310	310	310	310	310	-	2,477	3,096	619
-	-	-	-	483	500	500	500	500	500	500	500	-	3,983	4,000	17
1,761	1,761	1,761	1,761	2,626	2,643	2,643	2,643	2,643	2,643	2,643	2,643	-	28,172	29,096	924

Professional/Consulting Services

5801	IT
5802	Audit & Taxes
5803	Legal
5804	Professional Development
5805	General Consulting
5806	Special Activities/Field Trips
5807	Bank Charges
5809	Other taxes and fees
5810	Payroll Service Fee
5811	Management Fee
5812	District Oversight Fee
5813	County Fees
5814	SPED Encroachment
5815	Public Relations/Recruitment

-	4,304	5,668	5,723	4,386	4,386	4,386	4,386	4,386	4,386	4,386	4,386	-	50,785	45,500	(5,285)
1,575	-	2,835	-	4,067	2,497	1,232	-	-	-	-	-	-	12,205	12,200	(5)
2,800	1,333	2,050	7,954	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	-	50,137	114,900	64,763
2,950	1,656	30,980	1,133	2,775	2,775	2,775	2,775	2,775	2,775	2,775	2,775	-	58,918	39,300	(19,618)
6,000	25,984	(3,234)	9,600	9,608	9,608	9,608	9,608	9,608	9,608	9,608	9,608	-	115,217	133,300	18,083
-	-	-	1,500	67	1,822	351	5,907	2,081	2,081	2,081	2,081	-	17,973	17,973	-
15	18	83	85	58	58	58	58	58	58	58	58	-	667	700	33
36	12	32	180	1,500	600	600	600	600	600	600	600	-	5,960	6,000	40
1,714	2,892	3,281	2,379	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	-	26,066	23,700	(2,366)
6,311	6,611	9,339	10,789	6,260	6,260	6,260	6,260	6,260	6,260	6,260	6,260	-	83,133	71,621	(11,512)
-	-	-	5,986	2,348	2,442	2,348	2,348	2,299	1,909	1,909	1,909	3,485	26,984	26,964	(20)
-	2,100	-	-	-	-	-	-	-	-	-	-	-	2,100	-	(2,100)
-	-	-	-	662	662	662	662	940	940	940	940	940	7,349	7,349	-
-	-	-	6,855	1,758	1,758	1,758	1,758	1,758	1,758	1,758	1,758	-	20,922	21,100	178
21,401	44,910	51,032	52,184	39,967	39,345	36,515	40,840	37,242	36,852	36,852	36,852	4,424	478,415	520,606	42,191

Depreciation

-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
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Interest

-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
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Total Expenses

260,980	277,267	415,211	323,180	333,749	365,502	339,951	446,486	369,381	367,827	378,408	291,481	4,424	4,173,847	3,785,440	(388,407)
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Monthly Surplus (Deficit)

(134,187)	(122,550)	(123,507)	(62,032)	(52,014)	(32,179)	118,313	(164,751)	(85,163)	49,538	(137,572)	64,488	494,825	(186,791)	1,388	(188,179)
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Cash Flow Adjustments

Monthly Surplus (Deficit)	(134,187)	(122,550)	(123,507)	(62,032)	(52,014)	(32,179)	118,313	(164,751)	(85,163)	49,538	(137,572)	64,488	494,825	(186,791)	
Cash flows from operating activities															
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Public Funding Receivables				15,810	-	-	231,255	-	-	-	-	-	(499,249)	(252,184)	
Grants and Contributions Rec.	29,352	841	83,324	-	-	-	-	-	-	-	-	-	-	113,517	
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Prepaid Expenses	54,725	-	-	-	-	-	-	-	-	-	-	-	-	54,725	
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable	(65,096)	(12,717)	(215)	(21)	-	-	-	-	-	-	-	-	4,424	(73,625)	
Accrued Expenses	(19,863)	7,000	26,001	(210,559)	-	-	-	-	-	-	-	-	-	(197,421)	
Other Liabilities	-	-	3,195	14,311	-	-	-	-	-	-	-	-	-	17,506	

Total Change in Cash

(135,069)	(127,426)	(11,202)	(242,492)	(52,014)	(32,179)	349,568	(164,751)	(85,163)	49,538	(137,572)	64,488				
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Cash, Beginning of Month

1,819,193	1,684,124	1,556,698	1,545,496	1,303,004	1,250,990	1,218,811	1,568,379	1,403,628	1,318,465	1,368,003	1,230,432				
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Cash, End of Month

1,684,124	1,556,698	1,545,496	1,303,004	1,250,990	1,218,811	1,568,379	1,403,628	1,318,465	1,368,003	1,230,432	1,294,920				
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Days Cash
113

Cert.	Instr.
59.7%	84.0%
785,960	158,467

Pupil:Teacher Ratio
12.20 : 1

MY Academy Charter**Budget vs Actual**

For the period ended October 31, 2023

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	\$ 223,049	\$ 226,908	\$ (3,859)	\$ 693,930	\$ 479,027	\$ 214,903	\$2,516,947
Education Protection Account	-	-	-	10,387	10,370	18	41,478
State Aid - Prior Year	-	-	-	2,391	-	2,391	-
In Lieu of Property Taxes	37,881	35,062	2,819	123,112	113,951	9,161	437,534
Total State Aid - Revenue Limit	260,930	261,969	(1,040)	829,820	603,347	226,472	2,995,959
Federal Revenue							
Special Education - Entitlement	-	2,337	(2,337)	-	4,934	(4,934)	25,924
Title I, Part A - Basic Low Income	-	-	-	-	7,037	(7,037)	28,149
Title II, Part A - Teacher Quality	-	-	-	-	1,106	(1,106)	4,422
Other Federal Revenue	75	115,133	(115,058)	75	115,133	(115,058)	460,532
Prior Year Federal Revenue	-	-	-	-	-	-	-
Total Federal Revenue	75	117,470	(117,395)	75	128,210	(128,135)	519,027
Other State Revenue							
State Special Education	-	16,591	(16,591)	-	35,026	(35,026)	184,038
Mandated Cost	-	-	-	-	-	-	9,821
State Lottery	-	-	-	-	-	-	49,151
Prior Year Revenue	(205)	-	(205)	(206)	-	(206)	-
Other State Revenue	-	1,649	(1,649)	2,000	2,686	(686)	13,233
Total Other State Revenue	(205)	18,240	(18,446)	1,794	37,712	(35,919)	256,242
Other Local Revenue							
Interest Revenue	348	217	132	2,673	867	1,807	2,600
Contributions, Unrestricted	-	1,083	(1,083)	-	4,333	(4,333)	13,000
Total Other Local Revenue	348	1,300	(952)	2,673	5,200	(2,527)	15,600
Total Revenues	261,147	398,980	(137,832)	834,362	774,469	59,892	3,786,828
Expenses							
Certificated Salaries				557,516			
Teachers' Salaries	88,930	86,143	(2,788)	306,473	344,570	38,097	962,862
Teachers' Extra Duty/Stipends	3,776	8,580	4,804	10,970	34,320	23,350	100,325
Pupil Support Salaries	42,737	17,351	(25,385)	149,370	69,406	(79,965)	208,217
Administrators' Salaries	22,298	28,583	6,285	90,702	114,331	23,628	342,992
Other Certificated Salaries	-	-	-	-	-	-	-
Total Certificated Salaries	157,741	140,657	(17,084)	557,516	562,626	5,110	1,614,396
Classified Salaries				133,153			
Instructional Salaries	3,427	7,699	4,272	17,629	30,796	13,167	92,388
Support Salaries	20,178	16,605	(3,573)	90,477	66,419	(24,059)	193,781
Clerical and Office Staff Salaries	8,584	1,361	(7,223)	25,047	5,446	(19,601)	16,338
Total Classified Salaries	32,190	25,665	(6,524)	133,153	102,661	(30,493)	302,507
Benefits				234,031			
State Teachers' Retirement System, certificated positions	21,890	26,865	4,975	83,232	107,462	24,229	308,350
OASDI/Medicare/Alternative, certificated positions	2,421	1,591	(830)	10,859	6,365	(4,494)	18,755
Medicare/Alternative, certificated positions	2,708	2,412	(297)	9,842	9,647	(195)	27,795
Health and Welfare Benefits, certificated positions	22,191	17,540	(4,651)	104,439	70,160	(34,279)	210,480
State Unemployment Insurance, certificated positions	88	1,075	987	2,459	4,298	1,839	21,490
Workers' Compensation Insurance, certificated positions	-	2,329	2,329	18,123	9,314	(8,809)	26,837
Other Benefits, certificated positions	1,545	1,787	243	5,077	7,150	2,073	20,601
Total Benefits	50,844	53,599	2,755	234,031	214,395	(19,636)	634,307
Books & Supplies							
Textbooks and Core Materials	-	1,667	1,667	-	6,667	6,667	20,000
School Supplies	-	-	-	274	374	100	16,471
Software	11,082	8,042	(3,040)	68,516	32,167	(36,349)	96,500
Office Expense	6,198	2,233	(3,965)	27,165	8,933	(18,232)	26,800
Business Meals	-	333	333	-	1,333	1,333	4,000
Noncapitalized Equipment	2,383	-	(2,383)	20,618	1,711	(18,906)	75,450
Food Services	-	167	167	-	667	667	2,000
Total Books & Supplies	19,662	12,442	(7,221)	116,573	51,852	(64,721)	241,221
Subagreement Services							
Special Education	1,493	3,858	2,365	4,958	15,433	10,475	46,300
Transportation	-	1,250	1,250	-	5,000	5,000	15,000
Other Educational Consultants	5,966	-	(5,966)	26,688	5,945	(20,743)	262,106
Total Subagreement Services	7,459	5,108	(2,351)	31,646	26,378	(5,267)	323,406

MY Academy Charter**Budget vs Actual**

For the period ended October 31, 2023

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Operations & Housekeeping							
Auto and Travel	428	1,117	689	2,578	4,467	1,889	13,400
Dues & Memberships	912	950	38	5,151	3,800	(1,351)	11,400
Insurance	-	2,075	2,075	13,975	8,300	(5,675)	24,900
Miscellaneous Expense	-	1,250	1,250	-	5,000	5,000	15,000
Communications	-	4,133	4,133	5,444	16,533	11,089	49,600
Postage and Shipping	-	467	467	-	1,867	1,867	5,600
Total Operations & Housekeeping	1,340	9,992	8,652	27,147	39,967	12,819	119,900
Facilities, Repairs & Other Leases							
Rent	1,761	1,833	72	7,046	7,333	288	22,000
Additional Rent	-	258	258	-	1,032	1,032	3,096
Other Leases	-	333	333	-	1,333	1,333	4,000
Total Facilities, Repairs & Other Leases	1,761	2,425	663	7,046	9,699	2,653	29,096
Professional/Consulting Services							
IT	5,723	3,792	(1,931)	15,694	15,167	(527)	45,500
Audit & Taxes	-	4,067	4,067	4,410	4,067	(343)	12,200
Legal	7,954	9,575	1,621	14,137	38,300	24,163	114,900
Professional Development	1,133	3,275	2,143	36,718	13,100	(23,618)	39,300
General Consulting	9,600	11,108	1,508	38,350	44,433	6,083	133,300
Special Activities/Field Trips	1,500	-	(1,500)	1,500	408	(1,092)	17,973
Bank Charges	85	58	(27)	200	233	33	700
Other Taxes and Fees	180	500	320	260	2,000	1,740	6,000
Payroll Service Fee	2,379	1,975	(404)	10,266	7,900	(2,366)	23,700
Management Fee	10,789	5,968	(4,821)	33,050	23,874	(9,176)	71,622
District Oversight Fee	5,986	2,358	(3,628)	5,986	5,430	(556)	26,964
County Fees	-	-	-	2,100	-	(2,100)	-
SPED Encroachment	-	663	663	-	1,399	1,399	7,349
Public Relations/Recruitment	6,855	1,758	(5,097)	6,855	7,033	178	21,100
Total Professional/Consulting Services	52,184	45,097	(7,087)	169,527	163,344	(6,183)	520,606
Total Expenses	323,180	294,984	(28,196)	1,276,638	1,170,921	(105,717)	3,785,439
Change in Net Assets	(62,032)	103,996	(166,028)	(442,276)	(396,451)	(45,825)	1,389
Net Assets, Beginning of Period	803,006			1,183,250			
Net Assets, End of Period	\$ 740,974			\$ 740,974			

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

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Unrestricted Cash	\$ 1,303,004	\$ 1,819,193	\$ (516,189)	-28%
Cash & Cash Equivalents	1,303,004	1,819,193	(516,189)	-28%
Accounts Receivable	82,494	211,821	(129,327)	-61%
Public Funding Receivables	1,218	1,218	-	0%
Prepaid Expenses	-	54,725	(54,725)	-100%
Total Current Assets	1,386,716	2,086,957	(700,241)	-34%
Total Assets	\$ 1,386,716	\$ 2,086,957	\$ (700,241)	-34%
Liabilities				
Current Liabilities				
Accounts Payable	\$ 236	\$ 78,285	\$ (78,049)	-100%
Accrued Liabilities	32,344	229,766	(197,421)	-86%
Deferred Revenue	613,162	595,656	17,506	3%
Total Current Liabilities	645,743	903,707	(257,965)	-29%
Total Liabilities	645,743	903,707	(257,965)	-29%
Total Net Assets	740,974	1,183,250	(442,276)	-37%
Total Liabilities and Net Assets	\$ 1,386,716	\$ 2,086,957	\$ (700,241)	-34%

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

	Month Ended 10/31/23	YTD Ended 10/31/23
Cash Flows from Operating Activities		
Change in Net Assets	\$ (62,032)	\$ (442,276)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Decrease/(Increase) in Operating Assets:		
Grants, Contributions & Pledges Receivable	15,810	129,327
Prepaid Expenses	-	54,725
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	(21)	(78,049)
Accrued Expenses	(210,559)	(197,421)
Deferred Revenue	14,311	17,506
Total Cash Flows from Operating Activities	(242,492)	(516,189)
Change in Cash & Cash Equivalents	(242,492)	(516,189)
Cash & Cash Equivalents, Beginning of Period	1,545,496	1,819,193
Cash and Cash Equivalents, End of Period	\$ 1,303,004	\$ 1,303,004

MY Academy Charter

Check Register

For the period ended October 31, 2023

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
20530	ACP Direct	Table Activity (6)	10/5/2023	\$ 2,218.20
20531	Amazon Capital Services	Office Supplies	10/5/2023	141.82
20532	CA Charter Schools Conferences Registration	2024 CA Charter School Conference Registration - Blitzstein	10/5/2023	450.00
20533	California Schools VEBA	Health Ins. - 10/23	10/5/2023	31,891.24
20534	Charter Impact	Business Mgmt Svcs - 10/23	10/5/2023	11,204.50
20535	Payroll Paycom	Payroll Fee - Tax Funds Offset	10/5/2023	2.93
20536	Procopio General	Legal Svcs through 07/31/23 - 08/31/23	10/5/2023	7,774.05
20537	Scenario Learning LLC	Employee Safety and Compliance Library	10/5/2023	682.50
20538	Kramer Trial Lawyers APC	Reid Settlement	10/11/2023	155,000.00
20539	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 09/25/2023	10/11/2023	2,242.00
20540	Teshami N. Reid	Reid, Teshami Settlement	10/12/2023	14,554.82
20541	Accrediting Commission for Schools Western Assoc o	ACS WASC Self-Inking Stamp for Transcripts	10/12/2023	40.00
20542	Alpha Vision, Inc.	IT Svcs - 09/23 & Software - Backupify G-Suite	10/12/2023	170.00
20543	Amazon Capital Services	Office Supplies	10/12/2023	46.05
20544	Corodata Records Management, Inc.	Record Storage - 09/01/23 - 09/30/23	10/12/2023	60.63
20545	Law Office of Young, Minney & Corr. LLP	Legal Svcs - 09/22/23	10/12/2023	180.00
20546	Parsec Education Inc.	ParsecGO Dashboard - 07/01/23 - 06/30/24	10/12/2023	10,906.00
20547	Propio LS, LLC	SpEd Svcs	10/12/2023	16.02
20548	R&B Communications	IT Svcs - 09/23	10/12/2023	1,006.00
20549	San Diego County Office of Education	Fingerprints (1)	10/12/2023	28.00
20550	TSW Therapy, Inc.	SpEd Svcs - 09/14/23 - 09/28/23	10/12/2023	586.50
20551	YMCA of San Diego County	Joiner's and Membership Fee - Juarez, L and Juarez, A	10/12/2023	384.00
20552	YMCA of San Diego County	Joiner's and Membership Fee - Barraza, A & Barraza, L	10/12/2023	528.00
20553	C and L Hath Consulting, LLC	Marketing Materials	10/19/2023	6,855.47
20554	California Center for the Arts, Escondido	Event Rental Svcs - 01/24/24	10/19/2023	750.00
20555	California Center for the Arts, Escondido	Event Svcs - 06/05/24	10/19/2023	750.00
20556	KM Educational Consulting and Executive Coaching S	Consulting Svcs - 09/23	10/19/2023	450.00
20557	R&B Communications	IT Svcs - 09/29/23	10/19/2023	240.00
20558	San Diego County Office of Education	Fingerprints (1)	10/19/2023	56.00
20559	State of California Department of Justice	Fingerprint (3)	10/19/2023	96.00
20560	Accrediting Commission for Schools Western Assoc o	ACS WASC Self-Inking Stamp for Transcripts	10/27/2023	40.00
20561	Amazon Capital Services	Docking Station (1) and Office Supplies	10/27/2023	416.29
20562	Cook Center For Human Connection	Parent Coaching - 1 Year	10/27/2023	5,000.00
20563	KRA Corporation	Consulting Svcs - Career Coaching - 09/01/23 - 09/30/23	10/27/2023	5,965.76
20564	Securian Life Insurance Company	Life Ins. - 09/23	10/27/2023	542.99
20565	Specialized Therapy Services, Inc.	SpEd Svcs - 09/23	10/27/2023	890.63
20566	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 10/10/2023	10/31/2023	1,396.51
MYA231005-01	Keyn Group, LLC	IT Svcs & Software & Travel Reimbursement	10/5/2023	5,121.67
MYA231019-01	Keyn Group, LLC	Office Supplies	10/19/2023	969.75
MYA231027-01	Larry Albert Alvarado	Stipend - 10/23	10/27/2023	650.00
MYA231027-02	Michael P. Humphrey	Stipend - 10/23	10/27/2023	650.00
MYA231027-03	Michael P. Humphrey	Stipend - 10/23 - Additional	10/27/2023	450.00
MYA231027-04	Peter Matz	Stipend - 10/23	10/27/2023	650.00
MYA231027-05	Steve Fraire	Stipend - 10/23	10/27/2023	650.00
MYA231027-06	William W. Hall	Stipend - 10/23	10/27/2023	650.00
MYA231027-07	William W. Hall	Stipend - 10/23 - Additional	10/27/2023	450.00
ACH	Chase	Service Charge	10/4/2023	85.00
ACH	OneBridge FSA	OneBridge FSA	10/16/2023	50.00
ACH	Chase	CC Payment - Oct 23 Transactions	10/25/2023	<u>8,353.69</u>

Total Disbursements Issued in October \$ 282,293.02

MY Academy Charter

Accounts Payable Aging

October 31, 2023

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
SchoolsFirst Plan Administration LLC	SCHO072423	7/24/2023	7/24/2023	\$ -	\$ -	\$ -	\$ 236	\$ 236	\$ 236
Total Outstanding Invoices				\$ -	\$ -	\$ -	\$ 236	\$ 236	\$ 236

Motivated Youth Academy**60-Day Compliance Calendar****November 30, 2023**

Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
FINANCE	Dec-10	1st Interim Financial Report - Local educational agencies (LEAs) are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health. The first interim report for the period ending October 31 is due by the date set by the charter authorizer (no later than December 15th).	Charter Impact	Yes	Yes	https://www.cde.ca.gov/fg/fi/ir/interimstatus.asp
FINANCE	Dec-15	Annual Audit Review and Board Approval - Charter Schools are required to submit an independent audit report to the CDE, the State Controller's Office (SCO), the local County Superintendent of Schools, and, if applicable, the chartering entity, by December 15 of each year.	MYA with Charter Impact support	Yes	No	https://www.cde.ca.gov/fg/au/ag/submitauditrpt.asp
DATA TEAM	Dec-15	CALPADS - Fall 1 Certification deadline - Please be mindful that Level-2 certification within CALPADS means that these data have been reviewed and approved by your superintendent or IRC administrator. Failure to properly review and amend these data in CALPADS within the allotted amendment window will result in the improper certification of official Fall 1 data within CALPADS, which can impact a number of things, including LCFF funding, reclassified fluent-English proficient (RFEP) counts/rates, and A–G graduate counts.	MYA with Charter Impact support	No	No	https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp
DATA TEAM	Set by Authorizer (by Jan 17)	Principal Apportionment P1 - The First Principal attendance period, designated P-1, is the attendance count for all full school months during the period from July 1 through the last school month that ends on or before December 31 of the FY, and is used by the CDE to compute the P-1 Apportionment. Attendance data collected within the P-1 reporting date range must be uploaded into the state's Principal Apportionment Data Collection portal.	MYA with Charter Impact support	No	Yes	https://www.cde.ca.gov/fg/sf/pa/
DATA	Jan-02	CALPADS - Fall 2 Submission Window opens - Information will be used by the US Department of Education and the California Department of Education to gain insights into student course enrollments, services rendered in support of school's English Learner population, staff assignments and full-time equivalent levels. The reported data represent a snapshot of a school's status in the previously listed areas per Census Day, October 4, 2023. Schools have until March 1, 2024 to certified data. IMPORTANT: Fall 2 Staff assignment data will be referenced by the Commission on Teacher Credentialing (CTC) for accountability purposes. CTC will cross reference teachers' credential information with the courses/sections they are assigned to teach. CTC will report misassignments/discrepancies to your charter authorizer.	Charter Impact submits with data provided by MYA	No	No	https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp
FINANCE	Jan-12	Federal Stimulus Reporting - Local educational agencies (LEAs) are required to report to the California Department of Education (CDE) on funds received through the CARES Act, the CRRSA Act, and the ARP. (ESSER I, GEER, ESSER II, ESSER III). LEAs are required to report status of funds for the period October 1, 2023 - December 31, 2023.	Charter Impact with MYA support	No	No	https://www.cde.ca.gov/fg/cr/reporting.asp
FINANCE	Jan-15	Consolidated Application (ConApp) reporting - Winter - The ConApp is used by the CDE to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. The winter release is submitted in January of each year and contains the LEA's entitlements for each funded program.	Charter Impact	No	No	https://www.cde.ca.gov/fg/aa/co/cars.asp
DATA	Jan-26	CALPADS - Fall 1 Amendment deadline - Final opportunity to review and correct your certified CALPADS - Fall 1 student data. Students' program eligibility information associated with lunch, special education, homeless, English language learner, school enrollment and graduation statuses will be submitted to the CDE. This data will be used to in CDE's CA Dashboard calculations and determine access to funding such as student meal reimbursements and unduplicated count factors.	Charter Impact submits with data provided by MYA	No	No	https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp
FINANCE	Jan-31	Federal Cash Management - Period 3 - The Title I, Part A; Title I, Part D, Subpart 2; Title II, Part A; Title III EL; Title III Immigrant; and Title IV, Part A programs under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the ESSA, will utilize the Federal Cash Management program. Charter schools that are awarded a grant under any of these programs must submit the CMDC report for a particular quarter in order to receive an apportionment for that quarter; CDE will apportion funds to LEAs whose cash balance is below a certain threshold.	Charter Impact	No	No	https://www.cde.ca.gov/fg/aa/cm/

Coversheet

Approval of CliftonLarsonAllen (CLA) Annual Audit Report - Year Ended June 30, 2023 - Motivated Youth Academy (Draft)

Section: X. Business/Financial Services
Item: B. Approval of CliftonLarsonAllen (CLA) Annual Audit Report - Year Ended June 30, 2023 - Motivated Youth Academy (Draft)
Purpose: Vote
Submitted by:
Related Material: MYA Financial Statement (FS) Draft v12-06_Prepared by CLA.pdf
MYA Governance Letter v12-06_Prepared by CLA.pdf
MYA MRL - DO NOT SIGN_Prepared by CLA.pdf

MOTIVATED YOUTH ACADEMY

**FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**

YEAR ENDED JUNE 30, 2023

MOTIVATED YOUTH ACADEMY - CHARTER #1628

Draft - For Discussion Only

**MOTIVATED YOUTH ACADEMY
TABLE OF CONTENTS
YEAR ENDED JUNE 30, 2023**

INDEPENDENT AUDITORS' REPORT	1
FINANCIAL STATEMENTS	
STATEMENT OF FINANCIAL POSITION	4
STATEMENT OF ACTIVITIES	5
STATEMENT OF FUNCTIONAL EXPENSES	6
STATEMENT OF CASH FLOWS	7
NOTES TO FINANCIAL STATEMENTS	8
SUPPLEMENTARY INFORMATION	
LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE	14
SCHEDULE OF INSTRUCTIONAL TIME	15
SCHEDULE OF AVERAGE DAILY ATTENDANCE	16
RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH AUDITED FINANCIAL STATEMENTS	17
NOTES TO SUPPLEMENTARY INFORMATION	18
INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	19
INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE AND REPORT ON INTERNAL CONTROL OVER STATE COMPLIANCE	21
SCHEDULE OF FINDINGS AND QUESTIONED COSTS	25
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS	26

INDEPENDENT AUDITORS' REPORT

Board of Directors
Motivated Youth Academy
San Marcos, California

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Motivated Youth Academy (the School), a California nonprofit public benefit corporation, which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the School as of June 30, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Motivated Youth Academy and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Board of Directors
Motivated Youth Academy

Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the School's financial statements as a whole. The supplementary information (as identified in the table of contents) accompanying supplementary schedules, and the accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and, except for the portion marked "unaudited", was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements.

Board of Directors
Motivated Youth Academy

The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole. The Local Education Agency Organization Structure, which is marked “unaudited”, has not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated REPORT DATE on our consideration of the School’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School’s internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

Glendora, California
REPORT DATE

**MOTIVATED YOUTH ACADEMY
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2023**

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 1,819,193
Accounts Receivable	213,039
Prepaid Expenses and Other Assets	54,725
Total Current Assets	<u><u>\$ 2,086,957</u></u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts Payable and Accrued Liabilities	\$ 308,052
Deferred Revenue	595,656
Total Current Liabilities	<u>903,708</u>

NET ASSETS

Net Assets Without Donor Restrictions	1,183,249
Total Net Assets	<u>1,183,249</u>
Total Liabilities and Net Assets	<u><u>\$ 2,086,957</u></u>

See accompanying Notes to Financial Statements.

**MOTIVATED YOUTH ACADEMY
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2023**

REVENUES, WITHOUT DONOR RESTRICTIONS

State Revenue:	
State Aid	\$ 2,292,397
Other State Revenue	270,965
Federal Revenue:	
Grants and Entitlements	111,614
Local Revenue:	
In-Lieu Property Tax Revenue	473,508
Investment Income	2,897
Other Revenue	61,202
Total Revenues	<u>3,212,583</u>

EXPENSES

Program Services	2,468,281
Management and General	678,553
Total Expenses	<u>3,146,834</u>

CHANGE IN NET ASSETS

65,749

Net Assets Without Donor Restrictions - Beginning of Year

1,117,500**NET ASSETS WITHOUT DONOR RESTRICTIONS - END OF YEAR**\$ 1,183,249

See accompanying Notes to Financial Statements.

**MOTIVATED YOUTH ACADEMY
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2023**

	Program Services	Management and General	Total
Salaries and Wages	\$ 1,414,979	\$ 183,876	\$ 1,598,855
Pension Expense	216,554	-	216,554
Other Employee Benefits	191,747	24,719	216,466
Payroll Taxes	40,779	6,013	46,792
Management Fees	-	104,705	104,705
Legal Expenses	111,091	168,809	279,900
Accounting Expenses	-	23,914	23,914
Instructional Materials	51,136	3,688	54,824
Other Fees for Services	165,306	113,068	278,374
Office Expenses	50,650	6,798	57,448
Information Technology Expenses	136,037	6,631	142,668
Occupancy Expenses	19,019	2,553	21,572
Travel Expenses	11,688	-	11,688
Insurance Expense	19,158	2,571	21,729
Other Expenses	40,137	31,208	71,345
Total Expenses by Function	<u>\$ 2,468,281</u>	<u>\$ 678,553</u>	<u>\$ 3,146,834</u>

See accompanying Notes to Financial Statements.

**MOTIVATED YOUTH ACADEMY
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2023**

CASH FLOWS FROM OPERATING ACTIVITIES

Change in Net Assets	\$ 65,749
Adjustments to Reconcile Change in Net Assets to Net	
Cash Used by Operating Activities:	
(Increase) Decrease in Assets:	
Accounts Receivable	23,168
Prepaid Expenses and Other Assets	(4,454)
Increase (Decrease) in Liabilities:	
Accounts Payable and Accrued Liabilities	82,283
Deferred Revenue	408,455
Net Cash Used by Operating Activities	<u>575,201</u>

NET CHANGE IN CASH AND CASH EQUIVALENTS

575,201

Cash and Cash Equivalents - Beginning of Year

1,243,992**CASH AND CASH EQUIVALENTS - END OF YEAR**\$ 1,819,193

See accompanying Notes to Financial Statements.

**MOTIVATED YOUTH ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Motivated Youth Academy is a charter school and is a nonprofit benefit corporation under the laws of the State of California as of June 30, 2023.

Basis of Accounting

The financial statements have been prepared on the accrual method of accounting and accordingly reflect all significant receivables and liabilities.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by the Financial Accounting Standards Board.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosures. Accordingly, actual results could differ from those estimates.

Functional Allocation of Expenses

Costs of providing the School's programs and other activities have been presented in the statement of functional expenses. During the year, such costs are accumulated into separate groupings as either direct or indirect. Indirect or shared costs are allocated among program and support services by a method that best measures the relative degree of benefit. The expenses that are allocated include salaries and wages, pension expense, other employee benefits, payroll taxes, other fees for services, office expenses, printing and postage, information technology, and other expenses, which are allocated on the basis of estimates of time and effort.

Cash and Cash Equivalents

The School defines its cash and cash equivalents to include only cash on hand, demand deposits, and liquid investments with original maturities of three months or less.

Net Asset Classes

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

**MOTIVATED YOUTH ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Asset Classes (Continued)

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Accounts Receivables

Accounts receivable primarily represent amounts due from federal and state governments as of June 30, 2023. Management believes that all receivables are fully collectible, therefore no provisions for uncollectible accounts were recorded.

Revenue Recognition

Amounts received from the California Department of Education are conditional and recognized as revenue by the School based on the average daily attendance (ADA) of students. Revenue that is restricted is recorded as an increase in net assets without donor restriction, if the restriction expires in the reporting period in which the revenue is recognized. All other restricted revenues are reported as increases in net assets with donor restriction.

Contributions

All contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are restricted to specific use or future periods are reported as contributions with donor restrictions. Restricted contributions that are received and released in the same period are reported as promises to give without donor restrictions. Unconditional promises to give expected to be received in one year or less are recorded at net realizable value. Unconditional promises to give expected to be received in more than one year are recorded at fair value at the date of the promise. Conditional promises to give (those with a measurable performance or other barrier and a right of return) are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

Conditional Grants

Grants and contracts that are conditioned upon the performance of certain requirements or the incurrence of allowable qualifying expenses (barriers) are recognized as revenues in the period in which the conditions are met. Amounts received are recognized as revenue when the School has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenues in the statement of financial position. As of June 30, 2023, the School has conditional grants of \$627,300 of which \$595,656 is recognized as deferred revenue in the statement of financial position.

**MOTIVATED YOUTH ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property Taxes

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on September 1 and are payable in two installments on or before November 1 and February 1. Unsecured property taxes are not a lien against real property and are payable in one installment on or before August 31. The County bills and collects property taxes for all taxing agencies within the County and distributes these collections to the various agencies. The sponsor agency of the School is required by law to provide in-lieu property tax payments on a monthly basis, from August through July. The amount paid per month is based upon an allocation per student, with a specific percentage to be paid each month.

Income Taxes

The School is part of 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.

Adoption of New Accounting Standards

In February 2016, the FASB issued Accounting Standards Update 2016-02, *Leases* (ASC 842). The new standard increases transparency and comparability among organizations by requiring the recognition of ROU assets and lease liabilities on the statement of financial position. Most prominent of the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

The School adopted the requirements of the guidance effective July 1, 2022 and has elected to apply the provisions of this standard to the beginning of the period of adoption with certain practical expedients available.

The School has elected to adopt the package of practical expedients available in the year of adoption. The School has elected to adopt the available practical expedient to use hindsight in determining the lease term and in assessing impairment of the School's ROU assets.

The School elected the available practical expedients to account for existing capital leases and operating leases as finance leases and operating leases, respectively, under the new guidance, without reassessing (a) whether the contracts contain leases under the new standard, (b) whether classification of capital leases or operating leases would be different in accordance with the new guidance, or (c) whether the unamortized initial direct costs before transition adjustments would have met the definition of initial direct costs in the new guidance at lease commencement.

**MOTIVATED YOUTH ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Adoption of New Accounting Standards (Continued)

In addition, the School elected the hindsight practical expedient to determine the lease term for existing leases.

As a result of the adoption of the new lease accounting guidance, the School did not recognize a right of use asset or lease liability on the statement of financial position as they did not have any leases in the current year that fell under ASC 842.

Evaluation of Subsequent Events

The School has evaluated subsequent events through REPORT DATE, the date these financial statements were available to be issued.

NOTE 2 LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date. Financial assets available for general expenditures comprise cash and cash equivalents and accounts receivable for the total amount of \$2,032,232.

As part of its liquidity management plan, the School monitors liquidity required and cash flows to meet operating needs on a monthly basis. The School structures its financial assets to be available as general expenditures, liabilities, and other obligations come due.

NOTE 3 CONCENTRATION OF CREDIT RISK

The School maintains cash balances held in banks and revolving funds which are insured up to \$250,000 by the Federal Depository Insurance Corporation (FDIC). At times, cash in these accounts exceeds the insured amounts. The School has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on its cash and cash equivalents.

The School also maintains cash in the County Treasury (the County). The County pools these funds with those of other educational Schools in the County and invests the cash. These pooled funds are carried at costs which approximates market value. Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool. The County is authorized to deposit cash and invest excess funds by California Government Code Section 53648 et. seq. The funds maintained by the County are either secured by federal depository insurance or collateralized. The fair value of the School's deposits in this pool as of June 30, 2023, as provided by the pool sponsor was \$285,977.

**MOTIVATED YOUTH ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 4 EMPLOYEE RETIREMENT

Multiemployer Defined Benefit Pension Plans

Qualified employees are covered under multiemployer defined benefit pension plans maintained by agencies of the state of California. The risks of participating in this multiemployer defined benefit pension plan are different from single-employer plans because: (a) assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers, (b) the required member, employer, and state contribution rates are set by the California Legislature, and (c) if the School chooses to stop participating in the multiemployer plan, it may be required to pay a withdrawal liability to the plan. The School has no plans to withdraw from this multiemployer plan.

State Teachers' Retirement System (STRS)

Plan Description

The School contributes to the State Teachers' Retirement System (STRS), a cost-sharing multi-employer public employee retirement system defined benefit pension plan administered by STRS. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. According to the most recently available Comprehensive Annual Financial Report and Actuarial Valuation Report for the year ended June 30, 2022 total STRS plan net assets are \$300 billion, the total actuarial present value of accumulated plan benefits is \$434 billion, contributions from all employers totaled \$6.513 billion, and the plan is 74.4% funded. The School did not contribute more than 5% of the total contributions to the plan.

Copies of the STRS annual financial reports may be obtained from STRS, 7667 Folsom Boulevard, Sacramento, CA 95826, and www.calstrs.com.

Funding Policy

Active plan members hired before January 1, 2013 are required to contribute 10.25% of their salary and those hired after are required to contribute 10.21% of their salary. The School is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers' Retirement Board. The required employer contribution rate for year ended June 30, 2023 was 19.10% of annual payroll. The contribution requirements of the plan members are established and may be amended by state statute.

The School's contributions to STRS for the past three years are as follows:

<u>Year Ended June 30,</u>	<u>Required Contribution</u>	<u>Percent Contributed</u>
2021	\$ 338	100%
2022	126,349	100%
2023	216,554	100%

**MOTIVATED YOUTH ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 5 CONTINGENCIES, RISKS, AND UNCERTAINTIES

The School has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any required reimbursement would not be material.

In the normal course of business, the School is subject to legal claims. After consultation with the School's legal counsel, management of the School is of the opinion that liabilities, if any, arising from such claims would not have a material effect on the School's financial position.

Draft - For Discussion Only

SUPPLEMENTARY INFORMATION

Draft - For Discussion Only

**MOTIVATED YOUTH ACADEMY
LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE
YEAR ENDED JUNE 30, 2023
(SEE INDEPENDENT AUDITORS' REPORT)
UNAUDITED**

Motivated Youth Academy was established in 2014, when it was granted its charter through Mountain Empire Unified School District (MEUSD) and its charter school status from the California Department of Education. The charter may be revoked by the District for material violations of the charter, failure to meet or make progress toward student outcomes, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law.

The charter school number is: 1628

The board of directors and the administrators as of the year ended June 30, 2023 were as follows:

BOARD OF DIRECTORS

Member	Office	Term Expires
William Hall	President	April 15, 2024
Michael Humphrey	Vice President	April 15, 2025
Steve Fraire	Clerk	April 15, 2023
Pete Matz	Member	April 15, 2026
Larry Alvarado	Member	August 9, 2023

ADMINISTRATORS

Bill Dobson	Interim Director
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**MOTIVATED YOUTH ACADEMY
SCHEDULE OF INSTRUCTIONAL TIME
YEAR ENDED JUNE 30, 2023**

The School operates a 100% independent study program and does not operate a full-time classroom-based program; therefore, a schedule of instructional time is not applicable.

Draft - For Discussion Only

See the Auditors' Report and accompanying Notes to Supplementary Information

(15)

**MOTIVATED YOUTH ACADEMY
SCHEDULE OF AVERAGE DAILY ATTENDANCE (ADA)
YEAR ENDED JUNE 30, 2023**

	Second Period Report		Annual Report	
	Classroom Based	Total	Classroom Based	Total
Grades 4-6	-	11.86	-	12.39
Grades 7-8	-	33.75	-	35.64
Grades 9-12	-	162.13	-	168.42
ADA Totals	-	207.74	-	216.45

Draft - For Discussion Only

See the Auditors' Report and accompanying Notes to Supplementary Information

**MOTIVATED YOUTH ACADEMY
RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH
AUDITED FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2023**

June 30, 2023 Annual Financial Report Fund Balances (Net Assets)	\$ 1,391,432
Adjustments and Reclassifications:	
Increase (Decrease) of Fund Balance (Net Assets):	
Accounts Receivable	(8,169)
Accounts Payable and Accrued Liabilities	(212,490)
Deferred Revenue	12,476
Net Adjustments and Reclassifications	<u>(208,183)</u>
June 30, 2023 Audited Financial Statement Fund Balances (Net Assets)	<u><u>\$ 1,183,249</u></u>

Draft - For Discussion Only

See the Auditors' Report and accompanying Notes to Supplementary Information

**MOTIVATED YOUTH ACADEMY
NOTES TO SUPPLEMENTARY INFORMATION
JUNE 30, 2023**

PURPOSE OF SCHEDULES

NOTE 1 SCHEDULE OF INSTRUCTIONAL TIME

This schedule presents information on the amount of instructional time offered by the School and whether the School complied with the provisions of California Education Code.

NOTE 2 SCHEDULE OF AVERAGE DAILY ATTENDANCE

Average daily attendance is a measurement of the number of pupils attending classes of School. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to charter schools. This schedule provides information regarding the attendance of students at various grade levels.

NOTE 3 RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH AUDITED FINANCIAL STATEMENTS

This schedule provides the information necessary to reconcile the net assets of the charter schools as reported on the Annual Financial Report form to the audited financial statements.

Draft - For Discussion Only

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Directors
Motivated Youth Academy
San Marcos, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Motivated Youth Academy (the School), a nonprofit California public benefit corporation, which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated REPORT DATE.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct, misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

Glendora, California
REPORT DATE

Board of Directors
Motivated Youth Academy

INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE AND REPORT ON INTERNAL CONTROL OVER STATE COMPLIANCE

Board of Directors
Motivated Youth Academy
San Marcos, California

Report on Compliance

Opinion on State Compliance

We have audited Motivated Youth Academy's (the School) compliance with the types of compliance requirements applicable to the School described in the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel for the year ended June 30, 2023. The School's applicable State compliance requirements are identified in the table below.

In our opinion, the School complied, in all material respects, with the compliance requirements referred to above that are applicable to the School for the year ended June 30, 2023.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards and *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the School and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the School's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the School's state programs.

Board of Directors
Motivated Youth Academy

Auditors' Responsibility for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the School's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the School's compliance with the requirements of the government program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the School's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the School's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Board of Directors
Motivated Youth Academy

Compliance Requirements Tested

In connection with the audit referred to above, we selected and tested transactions and records to determine the School's compliance with the laws and regulations applicable to the following items:

<u>Description</u>	<u>Procedures Performed</u>
School Districts, County Offices of Education, and Charter Schools:	
California Clean Energy Jobs Act	Not Applicable ¹
After/Before School Education and Safety Program	Not Applicable ²
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not Applicable ³
Immunizations	Not Applicable ⁴
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Not Applicable ⁵
Career Technical Education Incentive Grant (CTEIG)	Not Applicable ⁶
Transitional Kindergarten	Not Applicable ⁷
Charter Schools:	
Attendance	Yes
Mode of Instruction	Not Applicable ⁷
Nonclassroom-Based Instruction/Independent Study	Yes
Determination of Funding for Nonclassroom-Based Instruction	Yes
Annual Instructional Minutes – Classroom Based	Not Applicable ⁸
Charter School Facility Grant Program	Not Applicable ⁹

Not Applicable¹: The School did not have any expenditures for California Clean Energy Jobs Act in the year under audit or a completed project between 12 and 15 months prior to any month in the audit year.

Not Applicable²: The School did not operate an after or before school program component of this grant.

Not Applicable³: The School did not report ADA pursuant to Education Code section 51749.5.

Not Applicable⁴: The School did not have any charter school subject to audit of immunizations as listed in the California Department of Public Health (CDPH) website as listed in the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

Not Applicable⁵: The School did not have any ELO-G expenditures for the audit year.

Not Applicable⁶: The School did not receive a CTEIG allocation for the audit year.

Not Applicable⁷: The School did not report ADA as generated through classroom-based instruction.

Board of Directors
Motivated Youth Academy

Not Applicable⁸: The School did not report any ADA as generated through classroom-based instruction.

Not Applicable⁹: The School did not receive Charter School Facility Grant Program funding for the year audited.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention from those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit, we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

CliftonLarsonAllen LLP

Glendora, California
REPORT DATE

**MOTIVATED YOUTH ACADEMY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2023**

All audit findings must be identified as one or more of the following categories:

<u>Five Digit Code</u>	<u>Finding Types</u>
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Program
43000	Apprenticeship
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards* or the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

**MOTIVATED YOUTH ACADEMY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2023**

There were no findings and questioned costs related to the basic financial statements or state awards for the prior year.

Draft - For Discussion Only

Board of Directors
Motivated Youth Academy
Escondido, California

We have audited the financial statements of Motivated Youth Academy as of and for the year ended June 30, 2023, and have issued our report thereon dated REPORT DATE. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards, and the 2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Appeals Panel*, as well as certain information related to the planned scope and timing of our audit in our planning communication dated May 25, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings or issues

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Motivated Youth Academy are described in Note 1 to the financial statements.

The School adopted the Financial Accounting Standards Board (FASB) Accounting Standards Update No. 2016-02, Leases (ASC 842), for the year ended June 30, 2023; however, there are no material leases that qualify under the adoption.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no accounting estimates affecting the financial statements which were particularly sensitive or required substantial judgments by management.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Significant unusual transactions

We identified no significant unusual transactions.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management did not identify and we did not notify them of any uncorrected financial statement misstatements.

Corrected misstatements

Management did not identify and we did not notify them of any financial statement misstatements detected as a result of audit procedures.

Disagreements with management

For purposes of this communication, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the management representation letter dated REPORT DATE.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Supplementary information in relation to the financial statements as a whole

With respect to the Schedule of Instructional Time, Schedule of Average Daily Attendance (ADA), and Reconciliation of Annual Financial Report with Audited Financial Statements (collectively, the supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information

Board of Directors
Motivated Youth Academy
Page 3

is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated REPORT DATE.

The Local Education Agency Organization Structure accompanying the financial statements, which is the responsibility of management, was prepared for purposes of additional analysis and is not a required part of the financial statements. Such information was not subjected to the auditing procedures applied in the audit of the financial statements, and, accordingly, we did not express an opinion or provide any assurance on it.

* * *

Upcoming auditing standards

Our promise is to get to know you and help you. For your consideration, we provided recent auditing standards applicable to your entity.

Accounting Estimates and Risk Assessment –

- Effective for audits of financial statements for periods ending on or after December 15, 2023. For your entity – June 30, 2024's financial statements.
- Enhanced financial reporting framework surrounding management estimates, including a method, assumptions, and further audit process on the data (Statement on Auditing Standards (SAS) No. 143).
- Enhances the requirements and guidance on identifying and assessing the risks of material misstatement, particularly the areas of understanding the entity's system of internal control and assessing control risk (SAS 145).
- Additional consideration on the entity and its control environment, requiring separate assessment of inherent risk and control risk.
- Expanded testing and disclosures for the use of specialists and pricing information from external information sources.

This communication is intended solely for the information and use of the Board of Directors and management of Motivated Youth Academy and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

Glendora, California
REPORT DATE

REPORT DATE

CliftonLarsonAllen LLP
 2210 East Route 66
 Glendora, CA 91740

This representation letter is provided in connection with your audit of the financial statements of Motivated Youth Academy, which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to misstatements that are material. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

We confirm, to the best of our knowledge and belief, as of REPORT DATE, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement agreement dated February 14, 2023, for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.
2. We acknowledge and have fulfilled our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control over the receipt and recording of contributions.
5. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
6. Related party relationships and transactions, including, but not limited to, accounts receivable or payable, sales, purchases, loans, transfers, leasing arrangements, and guarantees, have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

7. No events, including instances of noncompliance, have occurred subsequent to the financial statement date and through the date of this letter that would require adjustment to, or disclosure in, the financial statements or in the schedule of findings and questioned costs.
8. We have not identified or been notified of any uncorrected financial statement misstatements.
9. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
10. Material concentrations have been properly disclosed in accordance with U.S. GAAP. Concentrations refer to individual or group concentrations of contributors, grantors, clients, customers, suppliers, lenders, products, services, fund-raising events, sources of labor or materials, licenses or other rights, or operating areas or markets for which events could occur that would significantly disrupt normal finances within the next year.
11. Guarantees, whether written or oral, under which the entity is contingently liable, have been properly recorded or disclosed in accordance with U.S. GAAP.
12. Receivables recorded in the financial statements represent valid claims against debtors for sales or other charges arising on or before the financial statement date and have been reduced to their estimated net realizable value.
13. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances, lines of credit, or similar arrangements have been properly disclosed.
14. We have analyzed all lease contracts and have considered and recorded material embedded leases contained within other contracts in accordance with U.S. GAAP.
15. We have no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or net asset balances.
16. The cost allocation methods used to allocate the entity's expenses to the appropriate functional classification as program services, management and general, and fundraising are properly supported by the entity's books and records. The cost allocation methods used are rational, systematic, and consistently applied. The bases used for allocation of functional expenses are reasonable.

Information Provided

1. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements such as records (including information obtained from within and outside of the general and subsidiary ledgers), documentation, and other matters.

- b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d. Complete minutes of the meetings of the governing board and related committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.
 - e. Access to all audit or relevant monitoring reports, if any, received from funding sources.
2. All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
 3. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
 4. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - a. Management;
 - b. Employees who have significant roles in internal control; or
 - c. Others when the fraud could have a material effect on the financial statements.
 5. We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, grantors, regulators, or others.
 6. We have no knowledge of any instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, and grant agreements, or waste or abuse whose effects should be considered when preparing financial statements.
 7. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
 8. There are no other material liabilities or gain or loss contingencies that are required to be accrued or disclosed in accordance with U.S. GAAP.
 9. There are no known related-party relationships or transactions which need to be accounted for or disclosed in accordance with U.S. GAAP.
 10. The entity has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral, except as made known to you and disclosed in the financial statements.
 11. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to Motivated Youth Academy; and we have identified and disclosed to you all

laws, regulations, and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.

12. We have complied with all restrictions on resources (including donor restrictions) and all aspects of contractual and grant agreements that would have a material effect on the financial statements in the event of noncompliance. This includes complying with donor requirements to maintain a specific asset composition necessary to satisfy their restrictions.
13. Motivated Youth Academy is an exempt organization under Section 501(c)(3) of the Internal Revenue Code. Any activities of which we are aware that would jeopardize the entity's tax-exempt status, and all activities subject to tax on unrelated business income or excise or other tax, have been disclosed to you. All required filings with tax authorities are up-to-date.
14. We are responsible for determining whether we have received, expended, or otherwise been the beneficiary of any federal awards during the period of this audit. No federal award, received directly from federal agencies or indirectly as a subrecipient, was expended in an amount that cumulatively totals from all sources \$750,000 or more. For this representation, "award" means financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, user grants, or contracts used to buy goods or services from vendors.
15. We acknowledge our responsibility for presenting the Local Education Agency Organization Structure, Schedule of Instructional Time, Schedule of Average Daily Attendance, and Reconciliation of Annual Financial Report with Audited Financial Statements (the supplementary information) in accordance with U.S. GAAP, and we believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditors' report thereon.
16. We understand that you prepared the trial balance for use during the audit and that your preparation of the trial balance was limited to formatting information into a working trial balance based on management's chart of accounts.
17. As part of your audit, you prepared the draft financial statements, related notes, schedule of expenditures of federal awards, and supplementary information. We have designated an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee your services; have made all management judgments and decisions; and have assumed all management responsibilities. We have evaluated the adequacy and results of the service. We have reviewed, approved, and accepted responsibility for those financial statements, related notes, schedule of expenditures of federal awards,

and supplementary information. We have also ensured that the entity's data and records are complete and received sufficient information to oversee the service.

18. In regards to the preparation of the informational tax return services performed by you, we have:

- a. Made all management judgments and decisions and assumed all management responsibilities.
- b. Designated an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee the services.
- c. Evaluated the adequacy and results of the services performed.
- d. Accepted responsibility for the results of the services.
- e. Ensured that the entity's data and records are complete and received sufficient information to oversee the services.

19. With respect to state compliance:

- a. We are responsible for understanding and complying with, and have complied with the requirements of the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel, and has established and maintained effective internal control over compliance that provides reasonable assurance that the organization is in compliance with regulations.
- b. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over state compliance that provides reasonable assurance that we are meeting state compliance requirements. We believe the internal control system is adequate and is functioning as intended.
- c. We have identified and disclosed to you all of our state programs and related activities subject to the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel.
- d. We have made available to you all correspondence with state agencies relevant to state compliance.
- e. We have disclosed to you any communications from state agencies concerning possible noncompliance with compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditors' report.
- f. We have complied with the compliance requirements and have identified and disclosed to you all amounts questioned and all known noncompliance with state compliance requirements.

We have complied with the compliance requirements and confirm that there were no amounts questioned and no known noncompliance with state compliance requirements.

- g. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditors' report.
 - h. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
 - i. We have made available to you all documentation related to compliance requirements.
 - j. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
 - k. There are no known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditors' report.
 - l. We have disclosed to you whether any changes in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies and/or material weaknesses in internal control over compliance, have occurred subsequent to the period covered by the auditors' report.
 - m. We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the state compliance requirements of the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel.
20. We have a process to track the status of audit findings and recommendations.
21. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

Signature: _____ Title: _____

Coversheet

Approval of Registration for Bill Dobson and Gigi Lenz to attend the Charter Business Officer Training Program offered by Charter School Development Center (CSDC)

Section: X. Business/Financial Services
Item: C. Approval of Registration for Bill Dobson and Gigi Lenz to attend the Charter Business Officer Training Program offered by Charter School Development Center (CSDC)
Purpose: Vote
Submitted by: Bill Dobson
Related Material: CSDC CBO Training invoice_Dobson.pdf
 CSDC CBO Training invoice_Lenz.pdf

BACKGROUND:

CBO Training consists of a scaffolded series of facilitated sessions that cover the topics most critical to those managing and/or overseeing the business of charter school organizations. CSDC is uniquely positioned to help program participants understand how charter school finance and operations are similar to—but often different from—traditional school system practices. The program is delivered through a combination of live virtual meetings and two in-person sessions.

- The California Context
- Funding Programs
- Strategic Fiscal Management
- Attendance Accounting
- Accounting and Auditing
- Facilities
- Compliance and Risk Management
- Management Ethics

CSDC seeks applicants to the CBO program who are professionals with substantial fiscal and/or operational oversight responsibilities who are presently employed by or serving at an active California charter school organization(s), district office(s), or county office(s) of education. Principals or other academic leaders also participate in the program in order to effectively communicate with business staff and board members. We also encourage CBO Training program alumnus to attend every two-to-three years to reengage with the dynamic content.

2024 CBO Training Program Dates and Format

Online on Tuesdays from 9:30 AM - 12:30 PM.

January 16 - May 7, 2023

In-person in Sacramento, CA

January 23 - 24, 2024

April 2 - 3, 2024

RECOMMENDATION:

It is recommended the Board approve the registration for Bill Dobson and Gigi Lenz to attend the Charter Business Officer Training Program offered by the Charter School Development Corporation for Motivated Youth Academy (#1628).

Fiscal Impact: \$ 11,800.00

**CHARTER SCHOOLS
DEVELOPMENT CENTER**817 14th Street, Suite 300
Sacramento, CA 95814-
2923<http://www.chartercenter.org>**INVOICE****BILL TO**Motivated Youth Academy
500 LA TERRAZA BLVD, 150
Escondido, CA 92025**INVOICE #** 23787**DATE** 12/07/2023**DUE DATE** 01/06/2024**TERMS** Net 30

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Registration:CBO 2024	1	5,650.00	5,650.00
	2024 Charter Business Officer Training Program			
	Total Member tuition \$5,900 for Bill Dobson			
	Registration:CBO 2024:CBO Non-refundable Deposit 2024	1	250.00	250.00
	2023 Charter Business Officer Training Program - \$250 Non-refundable Deposit for Bill Dobson			

Please make a bank transfer or credit card payment directly through the "Review and Pay" button in the invoice email.

BALANCE DUE**\$5,900.00**

Or send a check payable to Charter Schools Development Center to our PO box below.

PO Box 15126, Sacramento, CA 95851

**CHARTER SCHOOLS
DEVELOPMENT CENTER**817 14th Street, Suite 300
Sacramento, CA 95814-
2923<http://www.chartercenter.org>**INVOICE****BILL TO**Motivated Youth Academy
500 LA TERRAZA BLVD, 150
Escondido, CA 92025**INVOICE #** 23786**DATE** 12/07/2023**DUE DATE** 01/06/2024**TERMS** Net 30

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Registration:CBO 2024	1	5,650.00	5,650.00
	2024 Charter Business Officer Training Program			
	Total Member tuition \$5,900 for Gigi Lenz			
	Registration:CBO 2024:CBO Non-refundable Deposit 2024	1	250.00	250.00
	2023 Charter Business Officer Training Program - \$250 Non-refundable Deposit for Gigi Lenz			

Please make a bank transfer or credit card payment directly through the "Review and Pay" button in the invoice email.

BALANCE DUE**\$5,900.00**

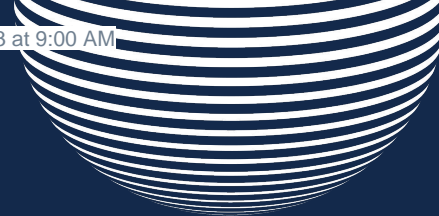
Or send a check payable to Charter Schools Development Center to our PO box below.

PO Box 15126, Sacramento, CA 95851

Coversheet

Approval of 2023-24 School Plan for Student Achievement (SPSA)

Section:	XI. Education/Student Services
Item:	A. Approval of 2023-24 School Plan for Student Achievement (SPSA)
Purpose:	Vote
Submitted by:	
Related Material:	School Plan for Student Achievement (SPSA) Presentation 2023-24.pdf School Plan for Student Achievement (SPSA) MYA 12.14.2023.pdf



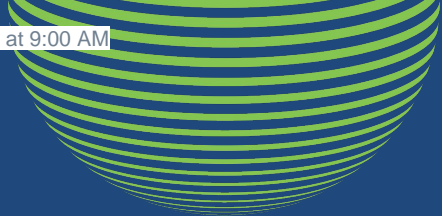
School Plan for Student Achievement

Presented By:

Melissa Blitzstein

Interim Assistant Director





What is the SPSA?

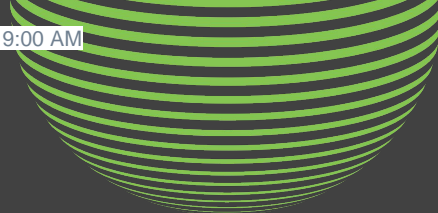
The School Plan for Student Achievement (SPSA) is a comprehensive document providing details about the school's planned actions and expenditures to support student outcomes and overall performance, and how these actions connect to the district's Local Control Accountability Plan (LCAP).

The annual process of developing, reviewing, and updating the plan is conducted by the school's School Site Council (SSC). The SSC meeting for review and approval was held 11/16/2023.

The SPSA is approved by the SSC and the MYA governing board annually.



2022-2023 School Year Profile



DASS Student Groups

Who is My Academy?

English Learners
8.2%

Socioeconomically Disadvantaged
72%

Students with Disabilities
22%

Credit Deficient
38.5%

Gap in Enrollment
11.3%

Recovered Dropouts
7.4%

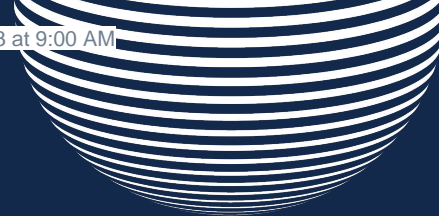
High Transiency
6.5%

By the Numbers

Graduation Rate
40%

Course Completion Rate
90%

Attendance Rate
93%



Student Data

2022-2023 Chronic Absenteeism by Student Group:

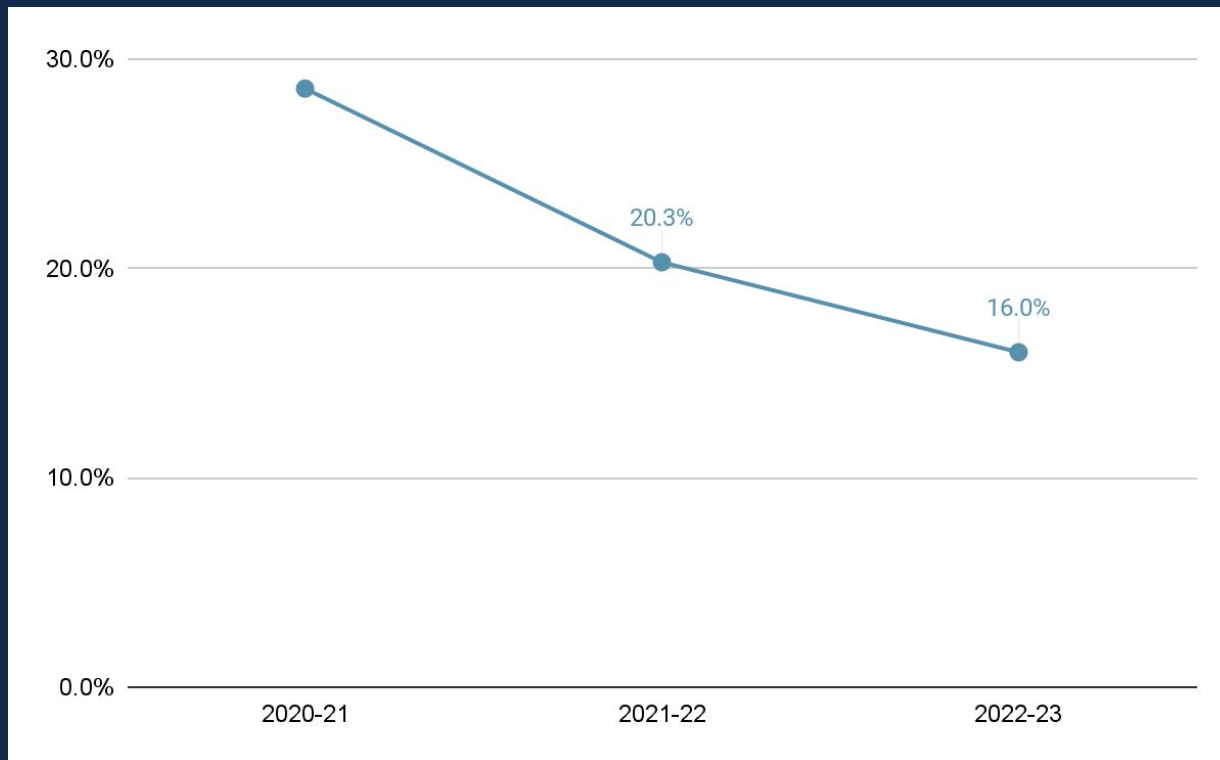
	(# enrolled),	(# in chronic absenteeism count)	(# of students in chronic absenteeism count)
All:	(294)	(47)	16%
Hispanic:	(163)	(23)	14.1%
African American	(11)	(3)	27%
White:	(74)	(15)	20.3%
Socioeconomic:	(224)	(41)	18.3%
Students with Disabilities:	(58)	(10)	17.2%

2022-2023 Chronic Absenteeism Data by Grade Level:

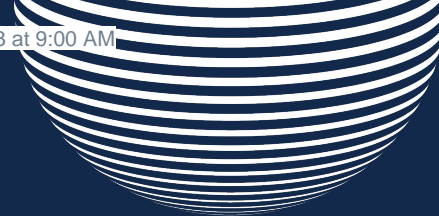
9-12 Grades	19%
9-12 Grade Hispanic or Latino	16.8%
9-12 Grade African American	(*)
9-12 Grade White	23%
9-12 Grade American Indian or Native Alaska	(*)

Student Data

Chronic Absenteeism Year Over Year



Student Data



Graduation Rate

School Year	Grad Rate	DASS Grad Rate
21-22	40%	75%
20-21	67.4%	93.3%
19-20	40%	N/A
18-19	39.6%	N/A

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: Expenditures

- Student Success Coordinator increase A-G completion rate, reduce chronic absenteeism, monitor and support student achievement
- Targeted Interventions (Exact Path, English Learner Foundations, Thrively Strengths Assessments)
- Professional Development
- Content Area Specialists





Goal 2: Promote High Attendance & Positive School Climate

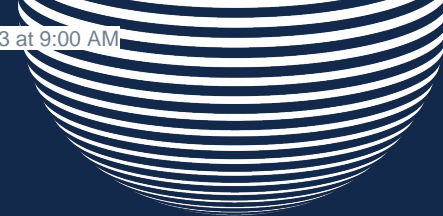
- Promote a high ADA
- Promote a positive school climate
- High-quality teachers, best practices, and interventions
- Ensure student engagement and success
- Positive school climate for all students, including unduplicated students



Goal 2: Expenditures

- Teacher salaries and benefits
- Technology, instructional materials, and course access

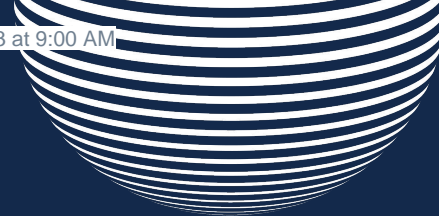




Goal 3 - Communication with Educational

- Establish connections and partnerships with families and communities
- **Partners**
- 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 - Expenditures

- R&B Communications
- Translation Services
- Classified Student Administrative Technician
- KM Educational Consulting
- Charter Impact
- Keyn Solutions



Goal 4 - Graduation and College and Career Preparation

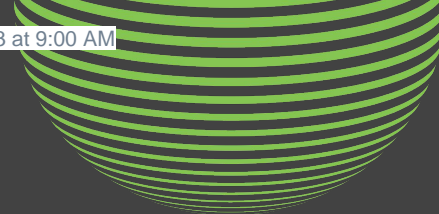
- Ensure that students are on track to graduate from high school
- Access to college and career technical education for all students, including unduplicated students



Goal 4 - Expenditures

- School Counselor
- Interventions, including monitoring students struggling with regular attendance
- Possibility Project
- Pathful





Questions?



School Year: **2023-24**

School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Motivated Youth Academy	37-68213-0129668	11/16/23	12/14/23

Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Schoolwide Program

The Motivated Youth Academy (MYA) school plan describes a school wide program that includes the actions, services, and strategies aligned to the MYA LCAP.

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

MYA will continue to support students to achieve goals, actions, and services focused on monitoring each student's academic achievement. Continual review of student data will identify struggling students and be central to developing interventions. Supports will be implemented to fill learning gaps, thereby increasing the academic success of each MYA student. Exact Path, CAASPP, ELPAC, weekly meetings, course completion rates, and end-of-course assessments are all metrics MYA will monitor to ensure students are on track to graduation.

Motivated Youth Academy students often enroll extremely credit deficient with the intention of earning a high school diploma. Once enrolled at MYA, keeping students on track for graduation is a goal. MYA has an unduplicated count of at least 70 percent of the school's total enrollment (upon first entry to the school) comprised of high-risk student groups and therefore is a Dashboard Alternative School Status (DASS) Community of Practice (CoP).

Motivated Youth Academy's Schoolwide Plan (SWP) is aligned with the Local Control and Accountability Plan (LCAP). MYA's SWP goals and actions are focused on providing students with academic support to graduate from high school and are aligned with the school's LCAP goals: Goal

1: Increasing Student Academic Achievement; Goal 2: Promote High Attendance & Positive School Climate; Goal 3: Increase Family Community Engagement; Goal 4: Ensure Students are on Track to Graduate.

Evaluating the effectiveness of the school plan will be an ongoing process that includes weekly teacher monitoring of student work, teacher-created assessments, and course completion; moreover, the LCAP input survey and LCAP annual review of the goal and action steps/services that focus on ensuring students are on-track to graduate from high school are reviewed annually. In collaboration with the school staff and parents, the input is analyzed and the plan is reviewed.

SPSA/LCAP Input Survey 11/09/23 - 12/08/23

Educational Partner Advisory Committee Input Meeting: 01/18/24

SPSA Staff Meeting: 11/27/23

SSC SPSA input, review, and approval of SPSA: 11/16/23

School Board Meeting to review and approve the SPSA: 12/14/23

Support with the alignment of the Title I plan, the SPSA and the LCAP is provided by the Assistant Director and Instructional Assistant, on Tuesdays at 1:00 p.m.

Table of Contents

SPSA Title Page	1
Purpose and Description.....	1
Table of Contents.....	3
Comprehensive Needs Assessment Components	5
Data Analysis	5
Surveys	5
Classroom Observations.....	5
Analysis of Current Instructional Program.....	6
Educational Partner Involvement	16
Resource Inequities	17
School and Student Performance Data	19
Student Enrollment.....	19
CAASPP Results.....	22
ELPAC Results	27
Student Population.....	30
Overall Performance	32
Academic Performance	34
Academic Engagement	40
Conditions & Climate.....	44
Goals, Strategies, & Proposed Expenditures.....	46
Goal 1.....	46
Goal 2.....	51
Goal 3.....	55
Goal 4.....	60
Goal 5.....	67
Budget Summary	68
Budget Summary	68
Other Federal, State, and Local Funds	68
Budgeted Funds and Expenditures in this Plan	69
Funds Budgeted to the School by Funding Source.....	69
Expenditures by Funding Source	69
Expenditures by Budget Reference	69
Expenditures by Budget Reference and Funding Source	69
Expenditures by Goal.....	70
School Site Council Membership	71
Recommendations and Assurances	72

Instructions.....	73
Instructions: Linked Table of Contents.....	73
Purpose and Description.....	74
Educational Partner Involvement	74
Resource Inequities	74
Goals, Strategies, Expenditures, & Annual Review	75
Annual Review	76
Budget Summary	77
Appendix A: Plan Requirements	79
Appendix B:.....	82
Appendix C: Select State and Federal Programs	84

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

The most recent survey results have provided MYA with current information to guide the school's work. A survey was conducted and meetings were held to provide all Educational Partners, including EL's, Low-Income, Homeless and Unaccompanied, Foster Youth, Military, Migratory/Newcomer or Justice Involved students and families the opportunity to participate. The results of this input confirmed that MYA's Educational Partners feel safe, welcome, and respected by staff and teachers; school curriculum is challenging, supports students on their path to graduation, and prepares students for opportunities in college and/or career development. Survey results indicate satisfaction with MYA's communication regarding opportunities to participate, provide input, meet and collaborate with teachers and school staff.

Input Survey Participants:

Parent Input Survey Participation with Students in Student Groups:

58.7% None

1.1% Foster Youth

4.3% Low Socioeconomic

20.7% English Learner

15.2% SWD

Parent Input Survey Participants Ethnicity:

18.7% White

34.1% Hispanic/Latino

16.5% Two or More

2.2% Filipino

20.9% American Indian

3.3% African American

School Climate Survey Results:

92.4% of survey respondents overall, feel satisfied with their child's school.

96.7% of survey respondents overall, feel satisfied with the school in providing student support in attaining students' academic goals.

97.8% of survey respondents overall, feel satisfied with the school in providing input opportunities for me to participate in the school and my child's education.

93.5% of survey respondents feel safe working in their online school course environment.

96.7% of survey respondents feel MYA teachers provide grade-level instructional support.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Motivated Youth Academy utilizes a Non-Classroom-Based (NCB) Enriched Virtual Model of blended education (iNACOL 2015) in an Independent Study format. Students and Teachers of Record (ToR) meet weekly at mutually-agreed-upon locations to discuss coursework and social

emotional well-being of students. Administrators join student/teacher meetings once per LP to provide targeted feedback on teachers' goal-orientated focus areas. These observations have revealed that teachers are building strong relationships with students and families and using the tools provided to move students toward graduation and reaching their radical dreams.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

Use of state and local assessments to modify instruction and improve student achievement (ESEA)

Meets performance goals

MY Academy has a comprehensive assessment process that regularly evaluates student performance data to ensure that students are meeting the challenging state standards. Teachers use qualitative and quantitative data from state and local assessments in Reading, English, and Mathematics, tests, quizzes, projects, written expression, weekly meetings, and work samples to drive instruction. Teachers review student work, give feedback, and support students through weekly in-person meetings. At MY Academy, teachers work closely with students and parents through electronic and verbal communication by keeping them informed of student assessment results. During weekly meetings, teachers, parents and students discuss areas of strength, areas targeted for improvement, and set individual goals to help students continue to be successful throughout the year. Teachers provide individualized guidance on the implementation of curriculum and suggest strategies to the student and parent to further support the student's learning. If concerns about progress arise on the part of the parent, student, or teacher, a teacher can initiate a Student Success Team meeting where goals are set and various relevant interventions are discussed and implemented. Struggling students are monitored by their teacher and the SST team to ensure ongoing progress throughout the year. Formative and summative assessments are used to assist teachers in aiding students' growth and success in each course. Teachers use the results of these assessments to develop a plan of action that is specific for each student and addresses any area that requires additional support or acceleration.

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

Meets performance goals

Students complete assignments, quizzes, and tests as required through their individualized personal learning plan. MY Academy student assessments are a combination of core-skills diagnostic and formative assessment, state testing, curriculum-embedded assessment, and collection of student work products. All of these data points are analyzed and used to create individual student learning plans, to inform parents, and to inform reflective program evaluation and continuous improvement. Students who are identified as having difficulty learning are supported through the Multi-tiered Student Support (MTSS) process. Student Success Team (SST) meetings are conducted to identify barriers in students' learning and to put supports in place to support the student's academic success. Teachers of Record and the MY Academy counselor work to support and monitor the progress of all students including those who are not on pace in coursework or graduation status with their individually developed learning plan. The teachers work with the student and Educational Partners to create assignments that help the student experience success in meeting state standards.

Using the ELD curriculum, EL students are monitored to make sure that they are progressing properly and are provided additional assistance, as needed.

MYA strives to further student learning by partnering closely with students and parents. MY Academy is committed to serving all students including those with special needs. MY Academy partners with the Sonoma County SELPA. Our program manager, case managers, and instructional assistants work under the guidance of the Sonoma County SELPA to implement IEPs. Students who have an Individualized Education Plan (IEP) are provided an annual IEP meeting with the Special Education Team.

MY Academy has procedures in place to support students who may be struggling academically, socially and/or emotionally. Teachers refer students to school personnel who are trained to identify potentially concerning behavior and refer families to the appropriate local resources to support them.

Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

Meets performance goals

MY Academy recruits and retains highly qualified multiple and single-subject teachers and maintains their appropriate assignment in the subject areas of the pupils they are teaching. 100% of our teachers of record are highly qualified.

Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

Meets performance goals

Funds are utilized to support teachers in their professional growth and provide access to instructional materials. Motivated Youth Academy utilizes an enriched virtual model of blended learning, allowing students to continue their education and receive the flexibility of online learning combined with the personalized instruction of highly qualified teachers. MYA teachers receive ongoing training in evidence-based practices to support the instruction of students enrolled at MYA and are trained in supporting students and their parents/families. The design of MYA's non-classroom-based independent study program ensures pupils have access to a full curriculum of the same quality regardless of the method of delivery. Teachers receive training on materials in bi-monthly instructional workshops, specifically supporting students' access to instructional resources, regardless of where they live. Homeless and Foster Youth students are provided laptops and WiFi hotspots to ensure that there will be no barrier or disruption of their continuity of learning. The Homeless liaison attends training focused on supporting homeless and unaccompanied students throughout the year hosted by SDCOE, community, and state organizations. MYA's homeless liaison, school counselor, and teachers of record communicate with Student Success Coordinators and other wrap-around community service providers whenever possible to develop a multi-tiered level of support for homeless student success in school.

Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

Meets performance goals

Motivated Youth Academy (MYA) Charter School prioritizes staff development that aligns with educational content standards and the needs of our students. Our educators and leadership team actively engage in professional development activities, including webinars and conferences with the California Department of Education (CDE), San Diego County Office of Education (SDCOE), and various legal and advisory groups. These activities keep us updated on the latest educational trends, legal requirements, and strategies for delivering effective instruction. Additionally, our staff receives training in the comprehensive use of Google tools, enhancing student engagement, collaboration, and interactive learning experiences. This year, all staff are engaged in a professional development series with Dr. Jamila Dugan, working through the idea of transforming education through radical dreaming.

Specialized training sessions form a significant part of our professional development strategy, focusing on student well-being and engagement. These include the SDCOE's workshops on Social and Emotional Learning, Mental Health, and Student Wellness, Suicide Risk Screening, specifically tailored for the needs of Foster and Homeless Youth. The McKinney-Vento Homeless Liaison Training also equips our team with skills to support students facing homelessness. Through these initiatives, MYA ensures that our staff development is directly linked to improving student performance and addressing their holistic educational needs.

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

Meets performance goals

Motivated Youth Academy (MYA) Charter School demonstrated a strong commitment to teacher support and instructional excellence during our 2023-2024 Back to School Kick-Off Week. We dedicated an hour each day, across four days, to a series of in-person training sessions aimed at enhancing both teacher well-being and educational quality. These sessions included topics such as School Safety, Mental Health and Student Wellness, and Keenan Safe Schools Training, each led by our knowledgeable School Psychologist and other experts. We also have an ongoing collaboration with Dr. Jamila Dugan - a leader in the Education space. Dr. Dugan workshops with our staff to help them realize students' radical dreams.

Additionally, the week featured specialized sessions focusing on Special Education (SPED) Best Practices, led by the SPED Program Manager, and insightful discussions on Best Practices for developing relationships with students and families through In-Person Services. We also engaged in a collaborative PD series put on by instructional staff that focused on developing the SDCOE's essential skills (Emotional Intelligence, Communication, Creative and Critical Thinking, Collaboration, and Dependability) in MYA students. These diverse training modules are part of MYA's ongoing effort to provide our educators with the necessary tools and knowledge to excel in their roles and foster an inclusive, supportive learning environment by building strong relationships with educational partners.

Bimonthly workshops in core content areas like English, Math, Science, and Social Science are held, providing teachers with opportunities for deeper collaboration and professional development in their specific fields. These sessions allow for the sharing of best practices, innovative teaching methods, and subject-specific strategies, further enriching our educational offerings and fostering a culture of continuous improvement and collaboration.

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

Meets performance goals

At Motivated Youth Academy (MYA) Charter School, teacher collaboration is a cornerstone of our educational approach, occurring systematically across all grade levels and departments. Our faculty engages in monthly all-staff meetings where they collectively discuss and refine curriculum, instruction methodologies, and assessment strategies. These collaborative sessions are vital for ensuring a cohesive and effective educational experience for our students.

Moreover, bimonthly workshops in core content areas like English, Math, Science, and Social Science are held, providing teachers with opportunities for deeper collaboration and professional development in their specific fields. These sessions allow for the sharing of best practices, innovative teaching methods, and subject-specific strategies, further enriching our educational offerings and fostering a culture of continuous improvement and collaboration.

Teaching and Learning

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

Meets performance goals

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

At Motivated Youth Academy (MYA), we ensure that our curriculum, instruction, and materials are closely aligned with content and performance standards. We utilize EDMENTUM as our base curriculum sources, both known for their mobile-friendly platforms. This flexibility allows all students to access their coursework seamlessly with devices provided by the school.

A key component of our instructional strategy is the use of Exact Path for initial assessments in English Language Arts (ELA), Math, and Reading Comprehension. These assessments, conducted at the start of each academic year, are instrumental in identifying academic gaps in individual students. By analyzing the results from Exact Path, our staff can tailor instruction to meet the unique needs of each student, ensuring that those below, at, or above grade level receive the targeted support necessary for their academic growth.

Furthermore, the diagnostic results from Exact Path assessments are utilized not only for differentiated instruction but also as an internal tool for monitoring student progress. The EDMENTUM Exact Path computer-based assessments play a crucial role in this process, allowing us to track student growth, evaluate the effectiveness of our instructional strategies, and identify areas where students may need additional support. This approach ensures that our curriculum and teaching methods are not only standards-aligned but also responsive to the evolving needs of our diverse student body.

Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

Meets performance goals

At MY Academy, we ensure strict adherence to the recommended instructional minutes for reading/language arts and mathematics for grades K-8, as an essential part of our commitment to academic excellence. We achieve this through meticulous monitoring of student attendance and their pace of completion in these key subjects. This monitoring allows us to accurately assess each student's academic progress and achievement levels.

For students who are identified as off-pace, we employ the Multi-tiered Student Support (MTSS) process. This involves conducting Student Study Team (SST) meetings to pinpoint specific barriers to learning and to implement effective supports and interventions tailored to each student's needs. Our Teachers of Record, Student Success Coordinators, and School Counselor play a crucial role in this process. They work collaboratively to support and closely monitor the progress of students who are either falling behind or are not maintaining the expected pace in their academic journey. These measures ensure that every student receives the necessary guidance and support to succeed in their educational pursuits, particularly in the critical areas of reading/language arts and mathematics.

Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Meets performance goals

At MYA, we place a high priority on tailoring education to meet the unique needs of each student. This is exemplified in our approach to lesson pacing and scheduling for grades K-8. Every student at MYA benefits from a flexible, personalized learning plan, collaboratively developed by the teacher of record, the student, and, in the case of minor students, their educational partner. This plan ensures that all students engage with a research-based academic curriculum designed to enhance conceptual thinking, problem-solving, and effective communication.

In addition to providing students with individualized education plans, MYA also facilitates regular goal-setting sessions. These sessions, coupled with incentives for meeting set goals, motivate and guide students toward academic success. The flexibility in our lesson pacing and scheduling allows for the accommodation of a sufficient number of intervention courses, ensuring every student receives the support they need.

Further supporting our students' academic growth, MYA holds weekly teacher meetings. These meetings are crucial for reviewing and adjusting individual learning plans, checking on student well-being, and providing targeted tutoring or assistance as needed. Additionally, at the Campo Education Center, students have the opportunity to receive individual academic assistance and monitoring up to three times per week. This comprehensive approach to lesson pacing and scheduling not only accommodates diverse learning needs but also ensures that our students are consistently supported in their educational journey.

Availability of standards-based instructional materials appropriate to all student groups (ESEA)

Meets performance goals

At MYA, we ensure that all our students have access to high-quality, standards-based instructional materials, catering to a diverse range of learning needs. Our primary curriculum source is EDMENTUM, which is aligned with educational standards and is designed to be mobile-friendly. This adaptability allows students to access their coursework conveniently, on devices provided by the school, ensuring no student is left behind due to technological constraints.

Recognizing the importance of individualized learning, our curriculum pacing can be customized by the teacher of record to meet the specific academic needs of each student. This personalized approach is particularly beneficial for English Learners (ELs), as the EDMENTUM curriculum is modified to address their unique needs. By incorporating all four learning modalities – listening, speaking, reading, and writing – into our lessons and activities, we provide a comprehensive and flexible learning environment that accommodates the diverse requirements of ELs. Additionally, we offer translated materials and updates in home languages for the parents and guardians of our English Learners, ensuring that communication and involvement are accessible to all families.

For students in grades 6-12, the Edmentum program includes robust features for monitoring student progress, offering multiple reports and course progress status updates. These tools enable teachers to track student achievements effectively and identify timely interventions when necessary.

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

Meets performance goals

Motivated Youth Academy (MYA) is dedicated to providing our students with high-quality, standards-aligned instructional materials. We utilize EDMENTUM as our primary curriculum source, which is not only aligned with the State Board of Education (SBE) standards but also offers the advantage of being mobile-friendly. This flexibility ensures that students can access their coursework efficiently, either on personal devices or those provided by the school, supporting continuous and inclusive learning.

A key aspect of our curriculum is Edmentum's ELL (English Language Learner) program, designed to cater to the diverse needs of ELs. This program emphasizes all four learning modalities – listening, speaking, reading, and writing – within its lessons and activities, facilitating a flexible and comprehensive approach to learning. To further support our ELs and their families, MYA provides translated information and regular updates in home languages upon request.

For students in grades 6-12, the Edmentum program is instrumental in monitoring academic progress. It offers detailed reports and insights into curriculum status, enabling teachers to make informed decisions and implement timely interventions. The Edmentum Exact Path assessment tool is particularly beneficial for identifying and addressing academic gaps, setting students on a successful path. Furthermore, MYA's School Counselor actively tracks the progress of all high school students, including seniors, ensuring they are on track for graduation. This comprehensive approach ensures that all students, particularly those in critical high school years, have access to the necessary standards-aligned core courses and support materials to achieve academic success.

Opportunity and Equal Educational Access

Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Meets performance goals

At MY Academy, our focus on educational excellence is inclusive of all students, particularly those identified as underperforming or part of at-risk groups, such as English Learners (EL), low-income, homeless, foster youth, military, migratory/newcomer, and justice-involved families. Our approach is shaped by our Dashboard Alternative School Status (DASS), which recognizes the unique challenges and needs of these student populations. This status guides our tailored support strategies, ensuring that every student receives the necessary resources to meet academic standards.

Enhanced instructional support is a key service we offer. When a teacher of record, student, or parent identifies a need for additional instruction in core subject areas, we facilitate meetings with content area specialists. These specialists deliver weekly personalized and targeted instruction, addressing each student's specific needs and ensuring alignment with DASS guidelines and objectives.

Enhanced access to resources is another key service we offer. When a teacher of record, student, or parent identifies a need for resources on Maslow's Hierarchy, and level 1 or 2, we facilitate meetings with Student Success Coordinators (SSCs). SSCs connect with students and families about their needs and then work to connect them to resources in their communities.

Our commitment to individualized student support has been crucial in preventing significant learning loss, particularly during the challenges of COVID-19. Our DASS-informed services have effectively supported not only academic achievements but also the social-emotional well-being of our students. The personalized education model, with a focus on mental health and mitigating learning loss, is central to our operational ethos.

Moreover, the asynchronous, personalized educational model we've implemented since March 13, 2020, has been instrumental in supporting our DASS objectives. This model has significantly contributed to mitigating learning loss and enhancing academic success. The development of these services, influenced by our DASS designation, involves collaborative efforts with the school Director, Assistant Director, and support staff. This team works together to identify evidence-based interventions, ensuring the academic success and graduation rates of all student groups as per our Local Control and Accountability Plan (LCAP) and DASS guidelines.

Evidence-based educational practices to raise student achievement

Meets performance goals

At MYA, the implementation of evidence-based educational practices is a collaborative and data-driven process. The school Director, Assistant Director, and teachers actively share and discuss best practices that have shown promising results in enhancing student learning and engagement. This sharing of insights is a key factor in continually refining our teaching methods to better support our diverse student body, including English Learners (EL), low-income, homeless, unaccompanied, foster youth, military, migratory/newcomer, and justice-involved students.

In addition to internal collaboration, we utilize external resources such as the San Diego County Office of Education's Multi-Tiered System of Support (MTSS), California Department of Education (CDE) MTSS framework, and the What Works Clearinghouse (<https://ies.ed.gov/ncee/wwc/FWW>) to guide our intervention strategies. These platforms provide us with a wealth of research and evidence-based practices that inform our approach to addressing the varied needs of our students.

The recent addition of the Student Success Coordinators and a Math TOSA, along with our School Counselor improves our ability to monitor and support students. These roles are pivotal in expanding the services available to our student groups. We anticipate that these expansions will lead to notable improvements in several key areas: student engagement, course completion rates, attendance, overall student achievement, and, ultimately, an increase in MYA's graduation rate. The key role of the Math TOSA is to support 11th and 12th grade students in completing their math requirements in order to graduate. By integrating these evidence-based practices and focusing on comprehensive student support, MYA is committed to raising student achievement and ensuring the success of all our students.

Parental Engagement

Resources available from family, school, district, and community to assist under-achieving students (ESEA)

Meets performance goals

We extend our support for under-achieving students beyond the classroom by acting as a trusted conveyor of vital information and resources to our students and their families. Recognizing the importance of comprehensive support, we regularly communicate with families, sending multiple emails that include updates from educational partners and wrap-around community service providers. These communications cover a wide range of essential resources such as available stimulus funds, IRS/State Board of Equalization notices, rent/mortgage relief, food sources, health resources, employment opportunities, and public safety information. This proactive approach in sharing timely and relevant information has established MYA staff as a trusted and reliable source of support, especially valuable in times when information is rapidly changing and often conflicting.

Enhanced access to resources is another key service we offer to under-achieving students. When a teacher of record, student, or parent identifies a need for resources on Maslow's Hierarchy, level 1 or 2, we facilitate meetings with Student Success Coordinators (SSCs). SSCs connect with students and families about their needs and then work to connect them to resources in their communities. The ultimate goal is to remove barriers for student engagement and academic achievement.

Within the school environment, MYA focuses on providing a range of targeted educational resources to support under-achieving students. This includes personalized learning plans, access to specialized tutors and counselors, and intervention programs that address both academic and socio-emotional development. Additionally, we engage with district-level initiatives and leverage community partnerships, such as The Possibility Project, to enrich the support network available to our students. By combining these internal and external resources, MYA is committed to creating a nurturing educational ecosystem where every student, regardless of their starting point, is given the opportunity to succeed and thrive.

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

Meets performance goals

MY Academy seeks parent input and assesses our level of educational partner engagement through participation in surveys, parent meetings (EPAC & SSC), and participation in weekly teacher and parent meetings.

Funding

Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Meets performance goals

Technology to support distance learning.

Virtual Curriculum that supports student's curriculum and learning

Credentialed content area specialists in the core subject areas to provide individual one-on-one targeted instruction to students.

Professional Development focused: Social and Emotional Needs, Building Trust with Students, Mental Health and Student Wellness, The Needs of Foster and Homeless Youth, Assisting Families with Acute Needs, Homeless Liaison McKinney Vento training, Building Engaging and Supportive Virtual Classrooms - Trauma Informed Practice.

Fiscal support (EPC)

Educational Partner Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

Support and collaboration with the Assistant Director and Instructional Assistant occurs weekly on Tuesdays at 1:00 p.m.

SPSA/LCAP Input Survey 11/09/23 - 12/08/23

Educational Partner Advisory Committee Input Meeting: 01/18/24

SPSA Staff Meeting: 11/27/23

SSC SPSA input, review, and approval of SPSA: 11/16/23

School Board Meeting to review and approve the SPSA: 12/14/23

Support with the alignment of the Title I plan, the SPSA and the LCAP is provided by the Assistant Director and Instructional Assistant, on Tuesdays at 1:00 p.m.

To ensure parents have the opportunity to provide input, communication of the following meetings are shared through a variety of platforms, including the school website, school newsletters, school social media and teacher meetings. In addition, all Education Partners are encouraged to attend public board meetings, Educational Partner Advisory Committee (EPAC) meetings, School Site Council (SSC) meetings. Invitations are sent through the Teacher of Record, school newsletters and social media platforms. MYA sends multiple reminders, and agendas are posted in advance. Meeting agendas and minutes are posted on the website under the Board Governance heading. All of these meetings are held through Zoom and are accessible by online devices.

Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

After a thorough review of the resources available to our students at Motivated Youth Academy, we have concluded that there are no significant resource inequities among different student groups. This finding supports the effective use of evidence-based interventions we have planned to cater to our students' academic needs. These interventions, coupled with diligent monitoring, are essential in supporting student success and ensuring high school graduation for all.

In our evaluation process, we utilized data from the California School Dashboard, CAASPP scores, and other local metrics to identify specific areas needing attention to foster student progress toward graduation and to enhance our overall graduation rate. This analysis included a detailed review of ethnicity and student group graduation rates and attendance records available on the California Schools Dashboard and Data Quest. These insights help us closely monitor specific student groups and tailor our support accordingly. Our Director of Student Services provided valuable data-driven information, and the Coordinator of Special Projects ensured alignment with LCAP goals and action steps, particularly in tracking student progress towards graduation.

The MYA Board of Directors convenes monthly to stay informed about school performance and progress. In these meetings, achievements are highlighted, and potential barriers to learning or gaps in achievement are discussed. The Board collaborates with school leadership and staff to set goals and develop plans, allocating resources such as funding, materials, and teachers effectively to meet these needs.

Despite MYA not having any student groups falling two or more performance levels below the "All" student group, we recognize the ongoing importance of enhancing students' academic performance and ensuring their readiness for high school graduation. Our commitment to continuous improvement drives our efforts to elevate MYA's graduation rates and support every student's educational journey.

Student Performance Data

2022-2023 DASS Graduation Rate: ALL 75%; Socioeconomic 73.9%; Hispanic 71.9%; White 76.5%
 2022-2023 38% (65, 4 year cohort students) NOT UPDATED ***** Graduates Meeting UC/CSU Req: 3.4%, Graduates earning Golden State 9%

2020-21 DASS Graduation Rate: ALL 93.3%; Socioeconomic 97.8%; Hispanic 92.6%; White 95%

2020-21: 67.4% (43, 4 year cohort students), Graduates Meeting UC/CSU Req: 3.4%, Graduates earning Golden State 9%

2019-20: 40.0% (35, 4 year cohort students), Graduates Meeting UC/CSU Req: 14.3%, Graduates earning Golden State 14.3%

2018-19: 39.6% (48, 4 year cohort students), Graduates Meeting UC/CSU Req: 15.8% Graduates earning Golden State 5.3%

Root Cause Analysis: Motivated Youth Academy serves primarily at-risk students. More than 70% of our students meet the at-risk categories which has qualified MY Academy as a Dashboard Alternative School Status (DASS). As such, having experienced multiple failures in a traditional

setting, our students come to us late in their education and are extremely credit-deficient. Some of our student population has been out of school and classified as drop-outs. The students represented in the testing data, are not students who have been with us on a traditional 4-year cohort. A typical student comes to Motivated Youth Academy as an extremely credit-deficient 16 to 22 years old, seeking a high school diploma.

2022-2023 Chronic Absenteeism:

All: (294 enrolled), (47 within chronic absenteeism count) 16%
 Hispanic: (163 enrolled), (23 within chronic absenteeism count) 14.1%
 African American: (11 enrolled), (3 within chronic absenteeism count) 27%
 White: (74 enrolled), (15 within chronic absenteeism count) 20.3%
 Socioeconomic: (224 enrolled), (41 within chronic absenteeism count) 18.3%
 Students with Disabilities: (58 enrolled), (10 within chronic absenteeism count) 17.2%

2022-2023 Chronic Absenteeism Data by Grade Level (9-12 Grades):

9-12 Grades: 19%
 9-12 Grade Hispanic or Latino: 16.8%
 9-12 Grade African American: (*)
 9-12 Grade White: 23%
 9-12 Grade American Indian or Native Alaskan: (*)

School and Student Performance Data

Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
American Indian	9.6%	7.95%	4.64%	16	12	9
African American	3.6%	1.99%	3.09%	6	3	6
Asian	1.2%	0.66%	1.03%	2	1	2
Filipino	0.6%	1.32%	2.58%	1	2	5
Hispanic/Latino	52.1%	58.94%	57.73%	87	89	112
Pacific Islander	%	%	0.52%			1
White	25.8%	19.21%	22.68%	43	29	44
Multiple/No Response	7.2%	9.93%	7.73%	12	15	15
Total Enrollment				167	151	194

Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	20-21	21-22	22-23
Kindergarten	2		
Grade 1	3	1	
Grade 2	1		
Grade3	3		
Grade 4		1	
Grade 5	4	5	1
Grade 6	9	10	10
Grade 7	7	12	15
Grade 8	10	10	16
Grade 9	22	17	39
Grade 10	14	25	37
Grade 11	38	25	36
Grade 12	54	45	40
Total Enrollment	167	151	194

Conclusions based on this data:

- Enrollment is not typical of public schools in the areas we are authorized to serve; for example, almost 10% of our population is Native American and only 22% is white. In addition, the age range of our population is skewed toward

the upper grades because we serve a large number of "at-promise" youth who are on their 2nd or higher attempt to complete their FAPE and complete their high school graduation credits.

2. Over the three years, there have been notable changes in the racial and ethnic composition of the student population. The percentage of American Indian students decreased from 9.6% in 20-21 to 4.64% in 22-23. In contrast, the percentage of Hispanic/Latino students remained the majority, with a slight increase from 52.1% to 57.73%.
3. The total enrollment increased from 167 students in 20-21 to 194 students in 22-23. This indicates overall growth in the school's student population.

School and Student Performance Data

Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
English Learners	13	18	16	7.80%	11.9%	8.2%
Fluent English Proficient (FEP)	26	15	40	15.60%	9.9%	20.6%
Reclassified Fluent English Proficient (RFEP)	0			0.0%		

Conclusions based on this data:

1. The number of English Learners (EL) in the student population has shown some fluctuations over the past three years. It decreased from 13 students in 20-21 to 18 students in 21-22 but then decreased again to 16 students in 22-23. These fluctuations may reflect changes in student demographics or English language support programs.
2. The data indicates a notable increase in Fluent English Proficient (FEP) students over the three years. In 20-21, there were 26 FEP students, which then decreased to 15 in 21-22 but significantly increased to 40 in 22-23. This suggests that a substantial number of English Learners have transitioned to Fluent English Proficient status over this period.
3. There has been a general decrease over the three years. In 20-21, EL students made up 7.80% of the student body, which decreased to 11.9% in 21-22 and further decreased to 8.2% in 22-23.

School and Student Performance Data

CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	*			0			0					
Grade 4		*			*			*				
Grade 5	4	11	*	0	10	*	0	10	*	0.0	90.9	
Grade 6	9	19	12	0	15	12	0	15	10	0.0	78.9	100.0
Grade 7	7	25	25	0	21	25	0	21	25	0.0	84.0	100.0
Grade 8	12	23	20	0	19	18	0	19	18	0.0	82.6	90.0
Grade 11	39	41	40	0	25	36	0	25	35	0.0	61.0	90.0
All Grades	73	120	99	0	91	93	0	91	90	0.0	75.8	93.9

The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 4		*			*			*			*			*	
Grade 5		*	*		*	*		*	*		*	*		*	*
Grade 6		2476.	*		0.00	*		26.67	*		40.00	*		33.33	*
Grade 7		2479.	2505.		4.76	8.00		14.29	32.00		23.81	20.00		57.14	40.00
Grade 8		2495.	2469.		0.00	5.56		21.05	0.00		42.11	22.22		36.84	72.22
Grade 11		2562.	2546.		4.00	17.14		48.00	25.71		24.00	22.86		24.00	34.29
All Grades	N/A	N/A	N/A		4.40	11.11		26.37	23.33		29.67	20.00		39.56	45.56

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 4		*			*			*	
Grade 5		*	*		*	*		*	*
Grade 6		*	*		*	*		*	*
Grade 7		*	*		*	*		*	*
Grade 8		*	*		*	*		*	*
Grade 11		*	17.14		*	54.29		*	28.57
All Grades		12.09	15.56		60.44	47.78		27.47	36.67

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 4		*			*			*	
Grade 5		*	*		*	*		*	*
Grade 6		*	*		*	*		*	*
Grade 7		*	*		*	*		*	*
Grade 8		*	*		*	*		*	*
Grade 11		*	14.29		*	54.29		*	31.43
All Grades		9.89	11.11		42.86	45.56		47.25	43.33

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 4		*			*			*	
Grade 5		*	*		*	*		*	*
Grade 6		*	*		*	*		*	*
Grade 7		*	*		*	*		*	*
Grade 8		*	*		*	*		*	*
Grade 11		*	5.71		*	77.14		*	17.14
All Grades		9.89	4.44		72.53	76.67		17.58	18.89

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 4		*			*			*	
Grade 5		*	*		*	*		*	*
Grade 6		*	*		*	*		*	*
Grade 7		*	*		*	*		*	*
Grade 8		*	*		*	*		*	*
Grade 11		*	17.14		*	60.00		*	22.86
All Grades		5.49	10.00		72.53	61.11		21.98	28.89

Conclusions based on this data:

1. Motivated Youth Academy serves primarily at-risk students. More than 70% of our students meet the at-risk categories which has qualified MY Academy as a Dashboard Alternative School Status (DASS). As such, having experienced multiple failures in a traditional setting, our students come to us late in their education and are extremely credit deficient. Some of our student population have been out of school and classified as drop-outs. The students represented in the testing data, are not students who have been with us on a traditional 4-year cohort. A typical student comes to Motivated Youth Academy as an extremely credit deficient 16 to 22 years old, seeking a high school diploma.

2. Students writing skills are showing growth. The percent of students at or approaching standard was 52.75% in 21-22 vs. 56.67% in 22-23, showing an increase of 3.92%. Student writing that was below standard in 21-22 was 47.25% vs. 43.33% in 22-23, showing a decrease of student below standard of 3.92%.
3. Due to small sample sizes, data is not available in all grade levels. However, MYA saw an increase in overall participation from 76% in 21-22 to 94% in 22-23, almost meeting state participation requirements.

School and Student Performance Data

CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	*			0			0					
Grade 4		*			*			*				
Grade 5	4	11	*	0	10	*	0	10	*	0.0	90.9	
Grade 6	9	19	12	0	15	12	0	15	10	0.0	78.9	100.0
Grade 7	7	25	25	0	21	25	0	21	25	0.0	84.0	100.0
Grade 8	12	22	20	0	20	18	0	20	18	0.0	90.9	90.0
Grade 11	39	42	40	0	24	36	0	24	35	0.0	57.1	90.0
All Grades	73	120	99	0	91	93	0	91	90	0.0	75.8	93.9

* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 4		*			*			*			*			*	
Grade 5		*	*		*	*		*	*		*	*		*	*
Grade 6		2432.	*		0.00	*		6.67	*		20.00	*		73.33	*
Grade 7		2457.	2465.		4.76	4.00		19.05	12.00		9.52	24.00		66.67	60.00
Grade 8		2441.	2418.		0.00	0.00		10.00	0.00		10.00	22.22		80.00	77.78
Grade 11		2516.	2510.		4.17	5.71		20.83	5.71		16.67	25.71		58.33	62.86
All Grades	N/A	N/A	N/A		3.30	3.33		13.19	7.78		16.48	22.22		67.03	66.67

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 4		*			*			*	
Grade 5		*	*		*	*		*	*
Grade 6		*	*		*	*		*	*
Grade 7		*	*		*	*		*	*
Grade 8		*	*		*	*		*	*
Grade 11		*	5.71		*	37.14		*	57.14
All Grades		6.59	3.33		29.67	34.44		63.74	62.22

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 4		*			*			*	
Grade 5		*	*		*	*		*	*
Grade 6		*	*		*	*		*	*
Grade 7		*	*		*	*		*	*
Grade 8		*	*		*	*		*	*
Grade 11		*	5.71		*	60.00		*	34.29
All Grades		3.30	5.56		45.05	46.67		51.65	47.78

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 4		*			*			*	
Grade 5		*	*		*	*		*	*
Grade 6		*	*		*	*		*	*
Grade 7		*	*		*	*		*	*
Grade 8		*	*		*	*		*	*
Grade 11		*	2.86		*	62.86		*	34.29
All Grades		2.20	1.11		54.95	55.56		42.86	43.33

Conclusions based on this data:

1. Motivated Youth Academy serves primarily at-risk students. More than 70% of MYA students meet the at-risk categories which has qualified MY Academy as a Dashboard Alternative School Status (DASS). As such, having experienced multiple failures in a traditional setting, MYA students come to the school late in their education and are extremely credit deficient. Some MYA students have been out of school and classified as drop-outs. The students represented in the testing data are not often students who have been with MYA on a traditional 4-year cohort. A typical student comes to Motivated Youth Academy as an extremely credit deficient 16 to 22 years old, seeking a high school diploma.
2. Looking at the mean scale scores and the percentage of students exceeding standards or meeting standards, there appears to be improvement in mathematics performance from 20-21 to 22-23 for several grade levels. Grade 7 and Grade 8 saw improvements in mean scale scores, as well as the percentage of students exceeding or meeting standards. Grade 11 also improved in mean scale scores, but the percentage of students exceeding standards decreased slightly while the percentage meeting standards increased.

School and Student Performance Data

ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
8	*		*	*		*	*		*	*	0	*
9	*	*	*	*	*	*	*	*	*	*	*	*
10	*	*	*	*	*	*	*	*	*	*	*	5
11	*	*	*	*	*	*	*	*	*	*	*	*
12	*	*	*	*	*	*	*	*	*	*	*	4
All Grades										9	13	18

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
8	*		*	*		*	*		*	*		*	*		*
9	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
All Grades	*	18.18	5.56	*	18.18	50.00	*	18.18	27.78	*	45.45	16.67	*	11	18

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
8	*		*	*		*	*		*	*		*	*		*
9	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
All Grades	*	18.18	11.11	*	36.36	50.00	*	0.00	27.78	*	45.45	11.11	*	11	18

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
8	*		*	*		*	*		*	*		*	*		*
9	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
All Grades	*	0.00	5.56	*	36.36	16.67	*	9.09	55.56	*	54.55	22.22	*	11	18

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
8	*		*	*		*	*		*	*		*
9	*	*	*	*	*	*	*	*	*	*	*	*
10	*	*	*	*	*	*	*	*	*	*	*	*
11	*	*	*	*	*	*	*	*	*	*	*	*
12	*	*	*	*	*	*	*	*	*	*	*	*
All Grades	*	0.00	5.56	*	54.55	61.11	*	45.45	33.33	*	11	18

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
8	*		*	*		*	*		*	*		*
9	*	*	*	*	*	*	*	*	*	*	*	*
10	*	*	*	*	*	*	*	*	*	*	*	*
11	*	*	*	*	*	*	*	*	*	*	*	*
12	*	*	*	*	*	*	*	*	*	*	*	*
All Grades	*	36.36	66.67	*	54.55	27.78	*	9.09	5.56	*	11	18

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
8	*		*	*		*	*		*	*		*
9	*	*	*	*	*	*	*	*	*	*	*	*
10	*	*	*	*	*	*	*	*	*	*	*	*
11	*	*	*	*	*	*	*	*	*	*	*	*
12	*	*	*	*	*	*	*	*	*	*	*	*
All Grades	*	9.09	11.11	*	36.36	55.56	*	54.55	33.33	*	11	18

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
8	*		*	*		*	*		*	*		*
9	*	*	*	*	*	*	*	*	*	*	*	*
10	*	*	*	*	*	*	*	*	*	*	*	*
11	*	*	*	*	*	*	*	*	*	*	*	*
12	*	*	*	*	*	*	*	*	*	*	*	*
All Grades	*	0.00	5.56	*	81.82	83.33	*	18.18	11.11	*	11	18

Conclusions based on this data:

- Overall, a significant percentage of students fall into Levels 3 (Somewhat/Moderately) and 2 (Beginning) for overall language proficiency, with room for improvement.
- Proficiency levels vary across language domains (Listening, Speaking, Reading, Writing), with strengths in Speaking but challenges in Writing.

School and Student Performance Data

Student Population

For the past two years, many state and federal accountability requirements were waived or adjusted due to the impact of the COVID-19 pandemic on LEAs, schools, and students. Beginning with the 2021-22 school year, the requirements to hold schools and districts accountable for student outcomes has returned with the release of the 2022 California School Dashboard (Dashboard). The Every Student Succeeds Act is requiring all states to determine schools eligible for support. Similarly, under state law, Assembly Bill (AB) 130, which was signed into law in 2021, mandates the return of the Dashboard using only current year performance data to determine LEAs for support. Therefore, to meet this state requirement, only the 2021-22 school year data will be reported on the 2022 Dashboard for state indicators. (Data for Change [or the difference from prior year] and performance colors will not be reported.)

This section provides information about the school's student population.

2021-22 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
151	71.5	11.9	Students whose well being is the responsibility of a court.
Total Number of Students enrolled in Motivated Youth Academy.	Students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	Students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	

2021-22 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	18	11.9
Foster Youth		
Homeless	4	2.6
Socioeconomically Disadvantaged	108	71.5
Students with Disabilities	32	21.2

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	3	2.0
American Indian	12	7.9
Asian	1	0.7
Filipino	2	1.3
Hispanic	89	58.9
Two or More Races	15	9.9
Pacific Islander		
White	29	19.2

Conclusions based on this data:

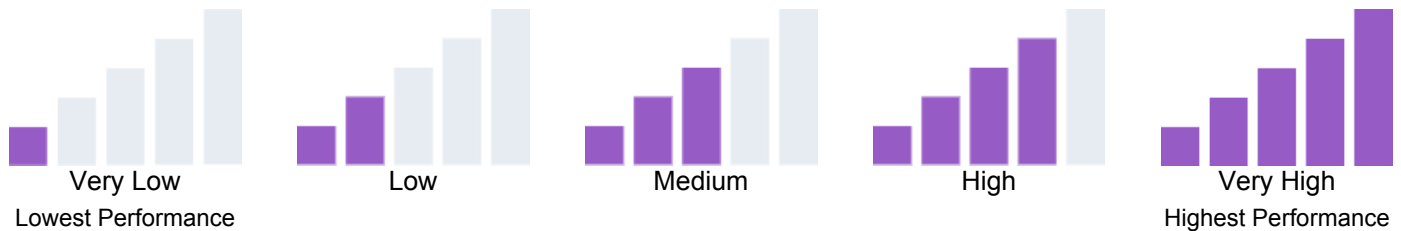
1. A significant portion of the student population, approximately 71.5%, qualifies as socioeconomically disadvantaged.
2. The student population is ethnically diverse, with the largest group being Hispanic students (58.9%), followed by White students (19.2%), and American Indian students (7.9%).

School and Student Performance Data

Overall Performance

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

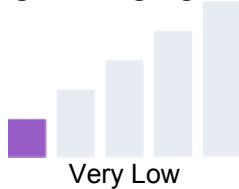
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



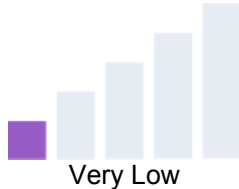
2022 Fall Dashboard Overall Performance for All Students

Academic Performance

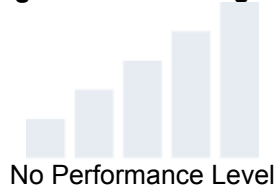
English Language Arts



Mathematics



English Learner Progress

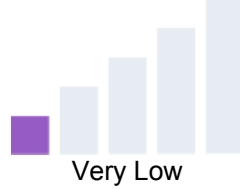


College/Career

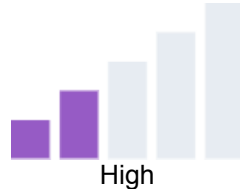
Not Reported in 2022

Academic Engagement

Graduation Rate

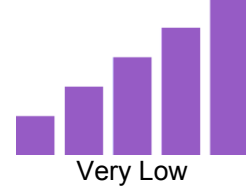


Chronic Absenteeism



Conditions & Climate

Suspension Rate



Conclusions based on this data:

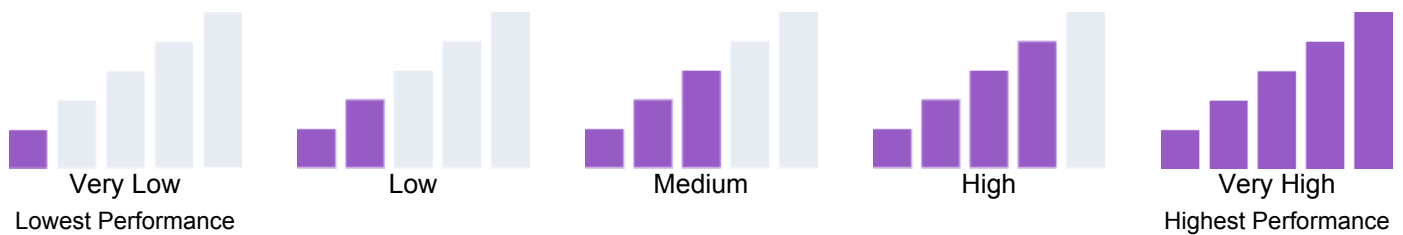
1. No Performance Color is a reflection of the small size of the school.
2. Improving the graduation rate is a priority to ensure students successfully complete their education.

School and Student Performance Data

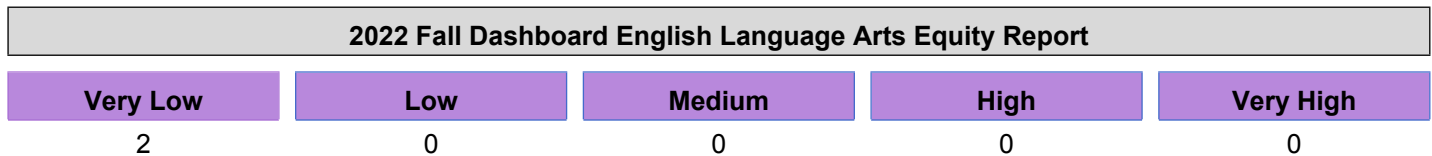
Academic Performance English Language Arts

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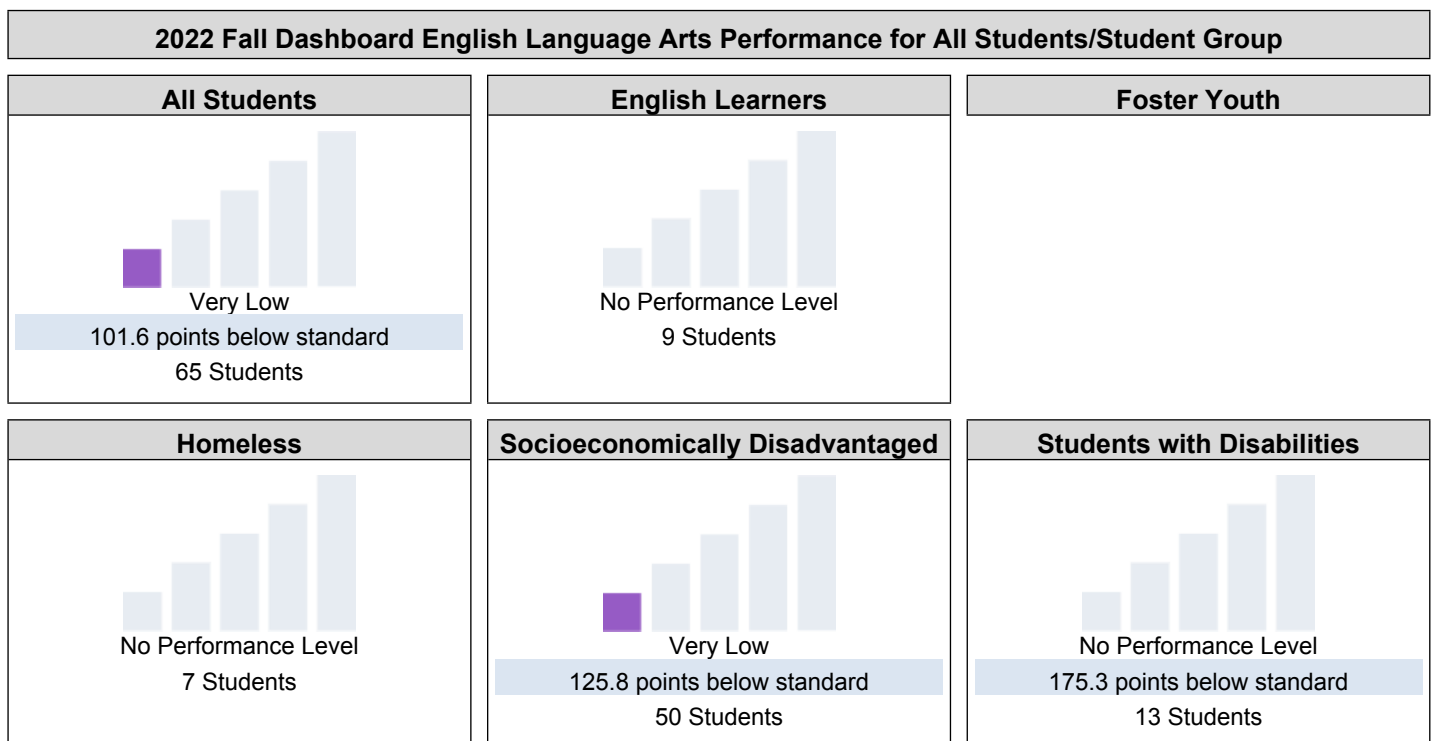
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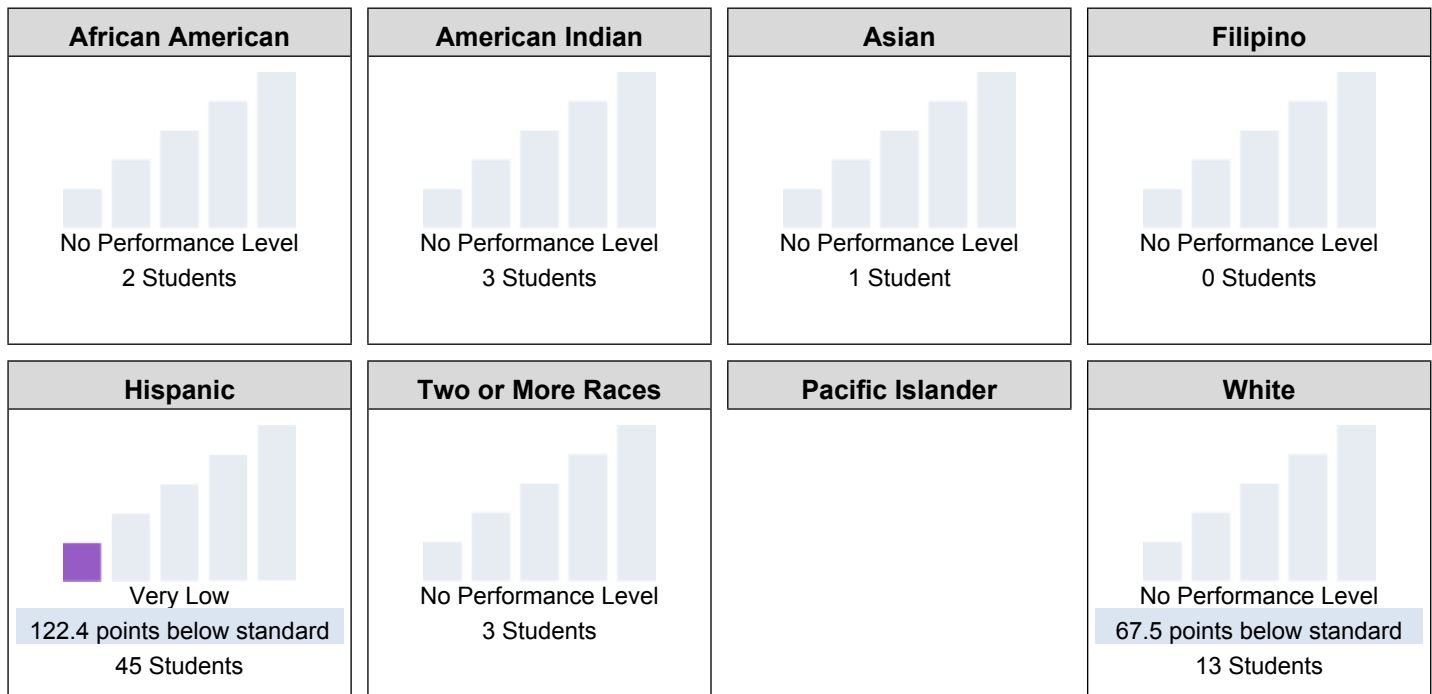
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on either the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



2022 Fall Dashboard English Language Arts Performance by Race/Ethnicity



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in English Language Arts.

2022 Fall Dashboard English Language Arts Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
7 Students	2 Students	85.1 points below standard 52 Students

Conclusions based on this data:

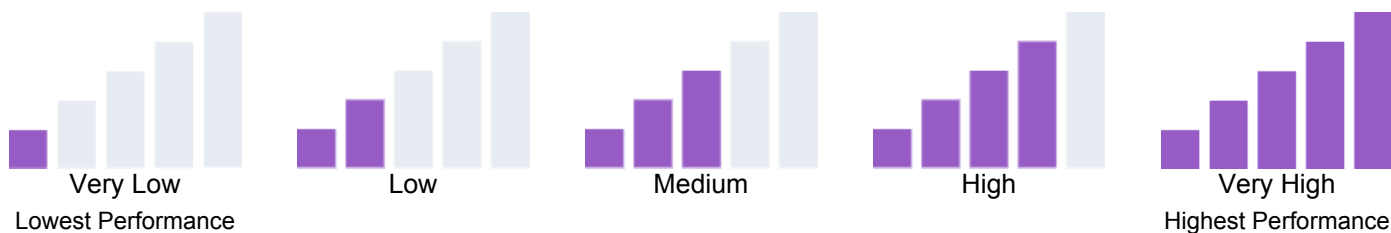
- Due to a low sample size, MYA only has data for two student populations: Hispanic students and socioeconomically disadvantaged, both of which scored below standard (Very Low).

School and Student Performance Data

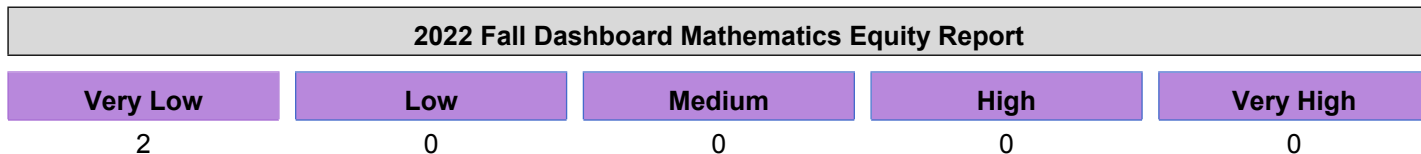
Academic Performance Mathematics

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

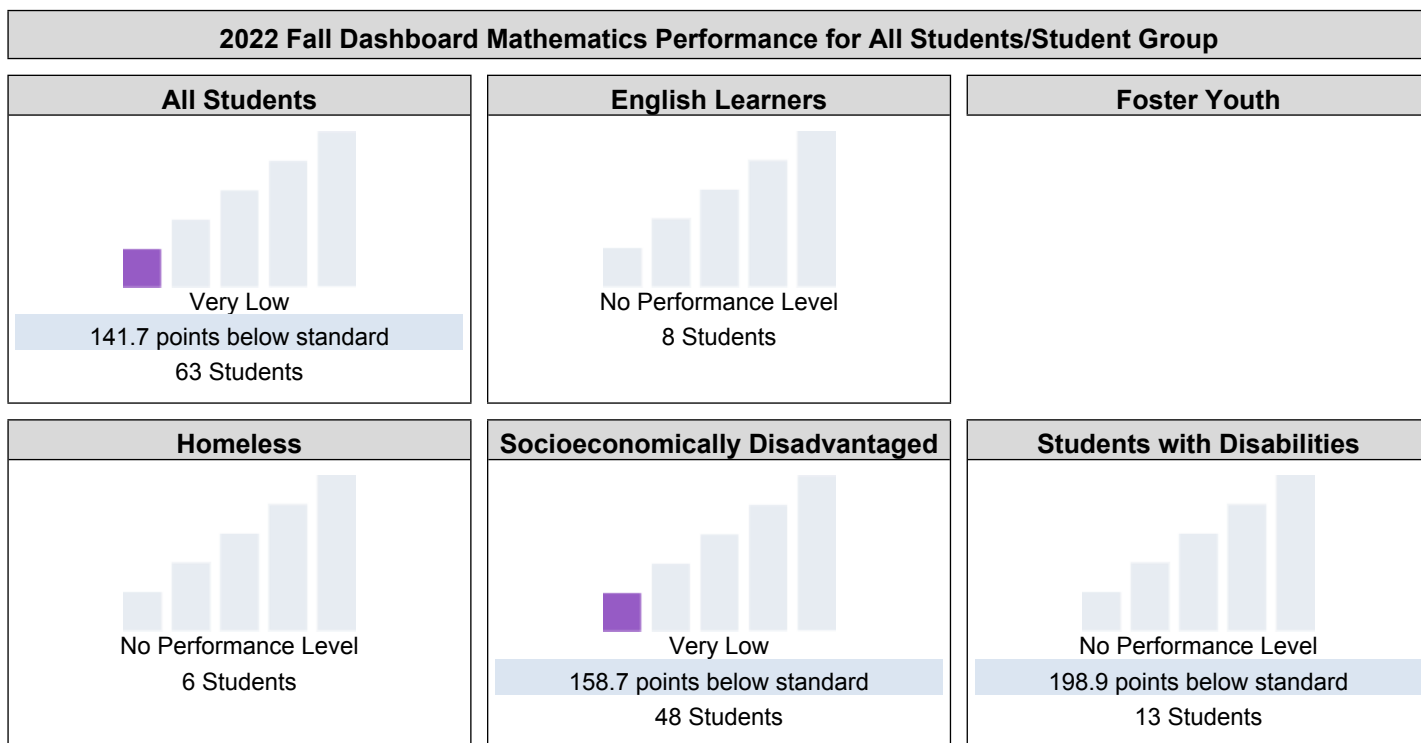
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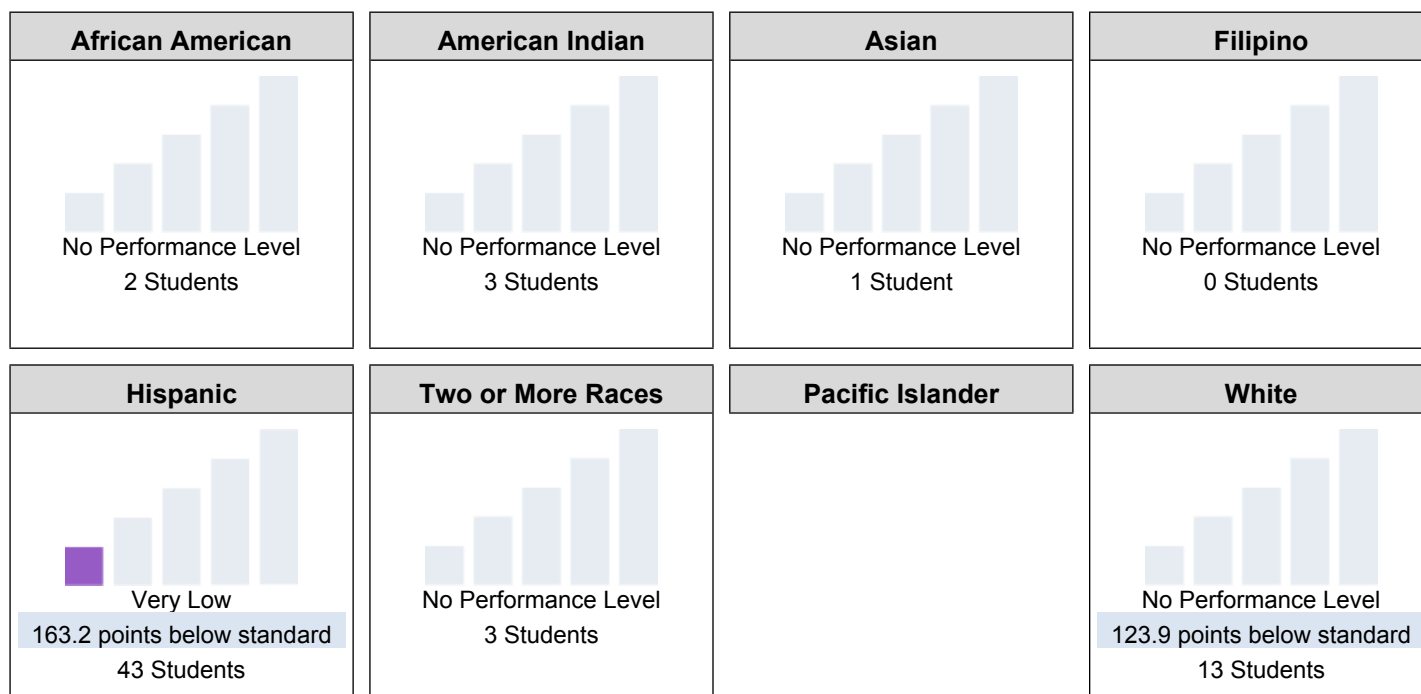
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance either on the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



2022 Fall Dashboard Mathematics Performance by Race/Ethnicity



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in mathematics

2022 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
6 Students	2 Students	129.2 points below standard 52 Students

Conclusions based on this data:

- Due to a low sample size, MYA only has data for two student populations: Hispanic students and socioeconomically disadvantaged, both of which scored below standard (Very Low).

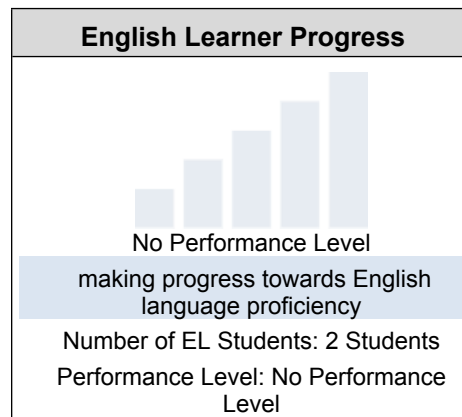
School and Student Performance Data

Academic Performance English Learner Progress

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

This section provides information on the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

2022 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e., levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

2022 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
0.0%	0.0%	0.0%	0.0%

Conclusions based on this data:

- Due to a low sample size, MYA does not have data in this category. An effort should be made in the next school year to improve collection of EL data.

School and Student Performance Data

Academic Performance College/Career Report

College/Career data provides information on whether high school students are prepared for success after graduation based on measures like graduation rate, performance on state tests, and college credit courses. College/Career data was not reported in 2022.

Conclusions based on this data:

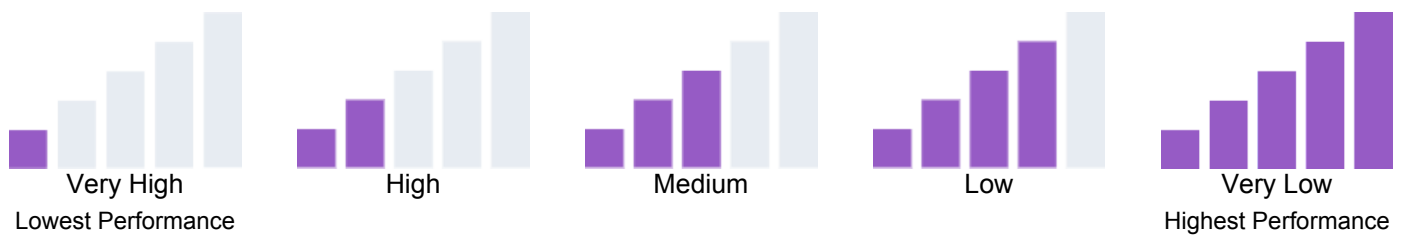
1. This data suggests a need for better data collection on this group.

School and Student Performance Data

Academic Engagement Chronic Absenteeism

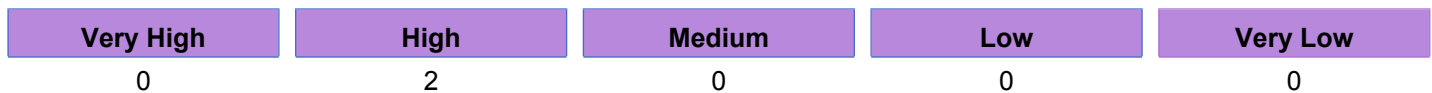
Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

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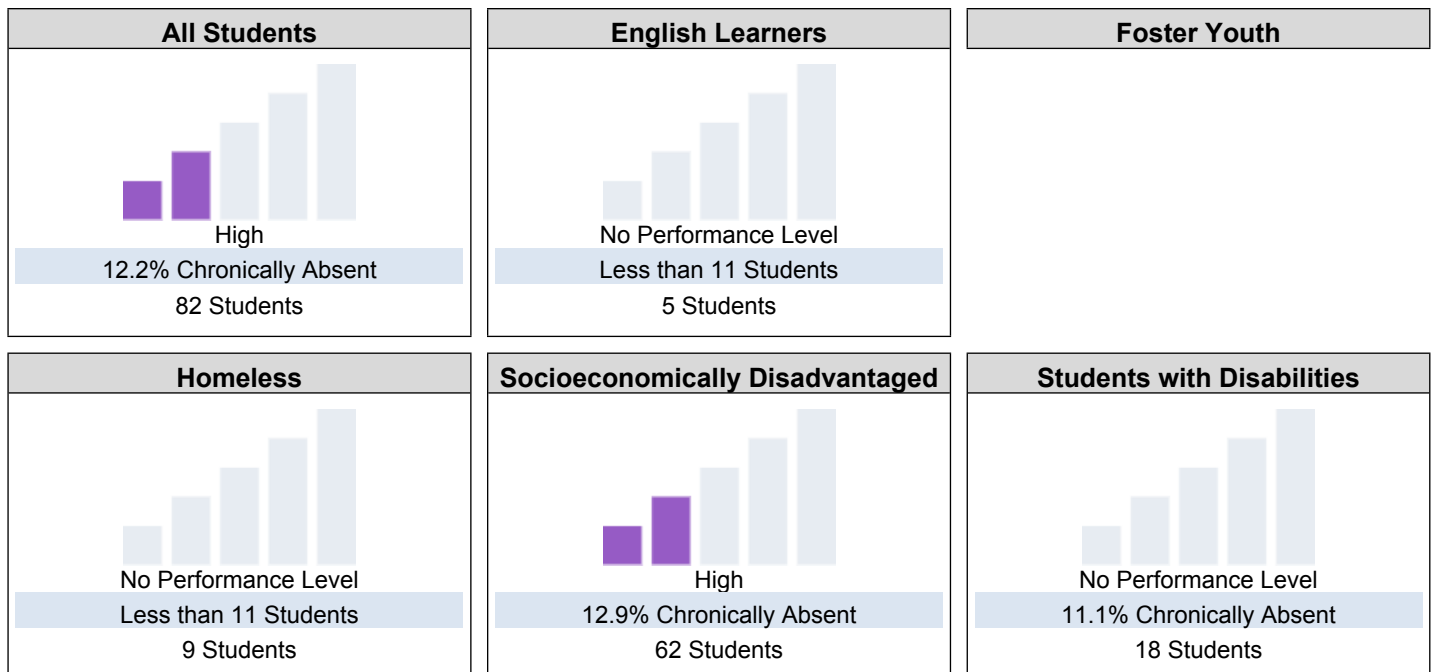
This section provides number of student groups in each level.

2022 Fall Dashboard Chronic Absenteeism Equity Report

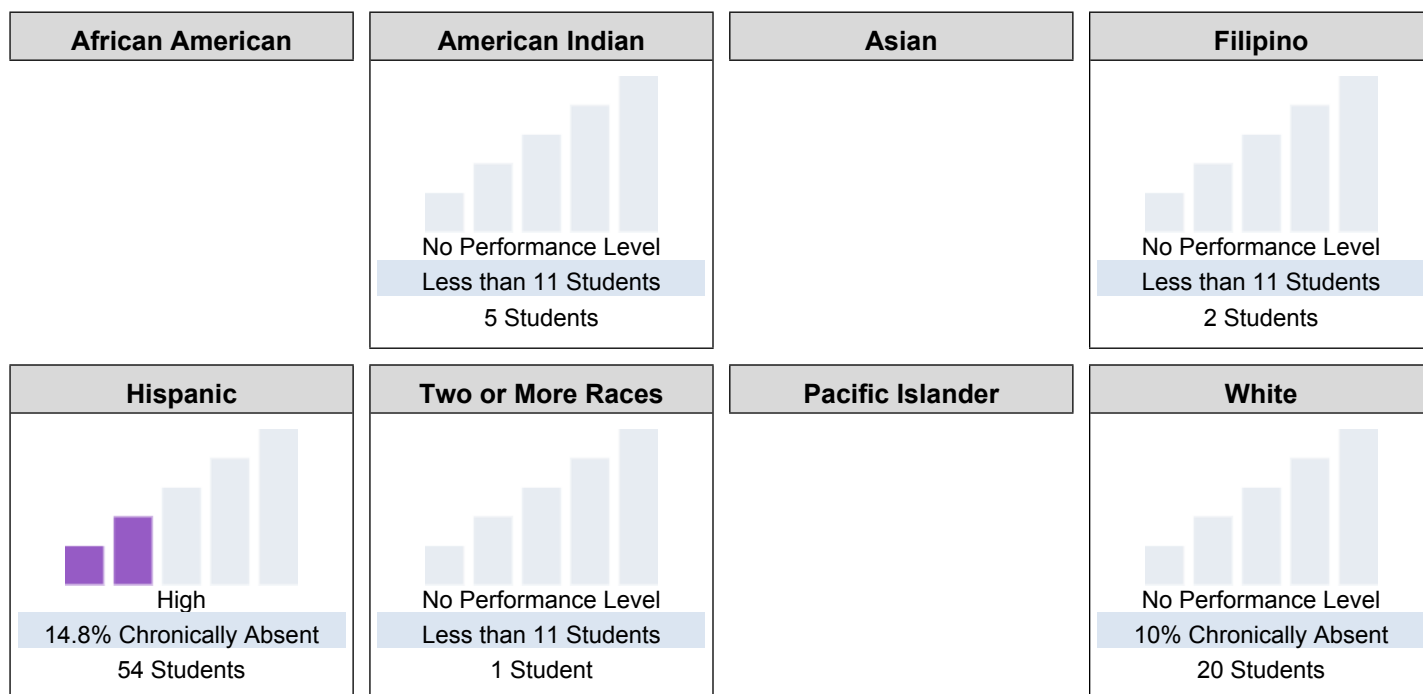


This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2022 Fall Dashboard Chronic Absenteeism for All Students/Student Group



2022 Fall Dashboard Chronic Absenteeism by Race/Ethnicity



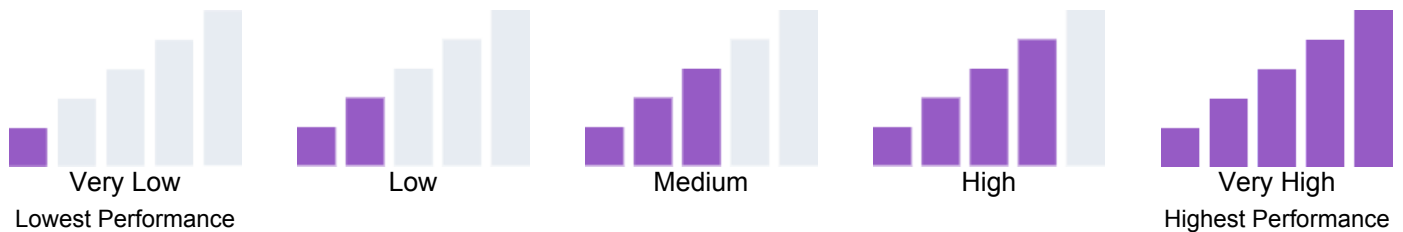
Conclusions based on this data:

1. The data shows that 12.2% of all students are considered chronically absent. This means that a significant portion of students is missing a substantial amount of school days, which can have a negative impact on their academic performance and overall well-being.
2. Socioeconomically disadvantaged students have a chronic absenteeism rate of 12.9%. This suggests that there may be socio-economic factors contributing to their absenteeism. Targeted interventions and support should be implemented to improve attendance rates for this group.
3. Chronic absenteeism is associated with very low academic performance in both English Language Arts and Mathematics and the rate of absenteeism is high among students who are performing very poorly in these subjects. This correlation suggests that students who are frequently absent are also struggling academically.

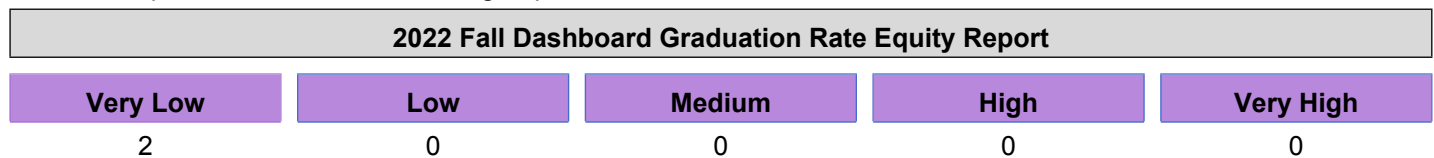
School and Student Performance Data

Academic Engagement Graduation Rate

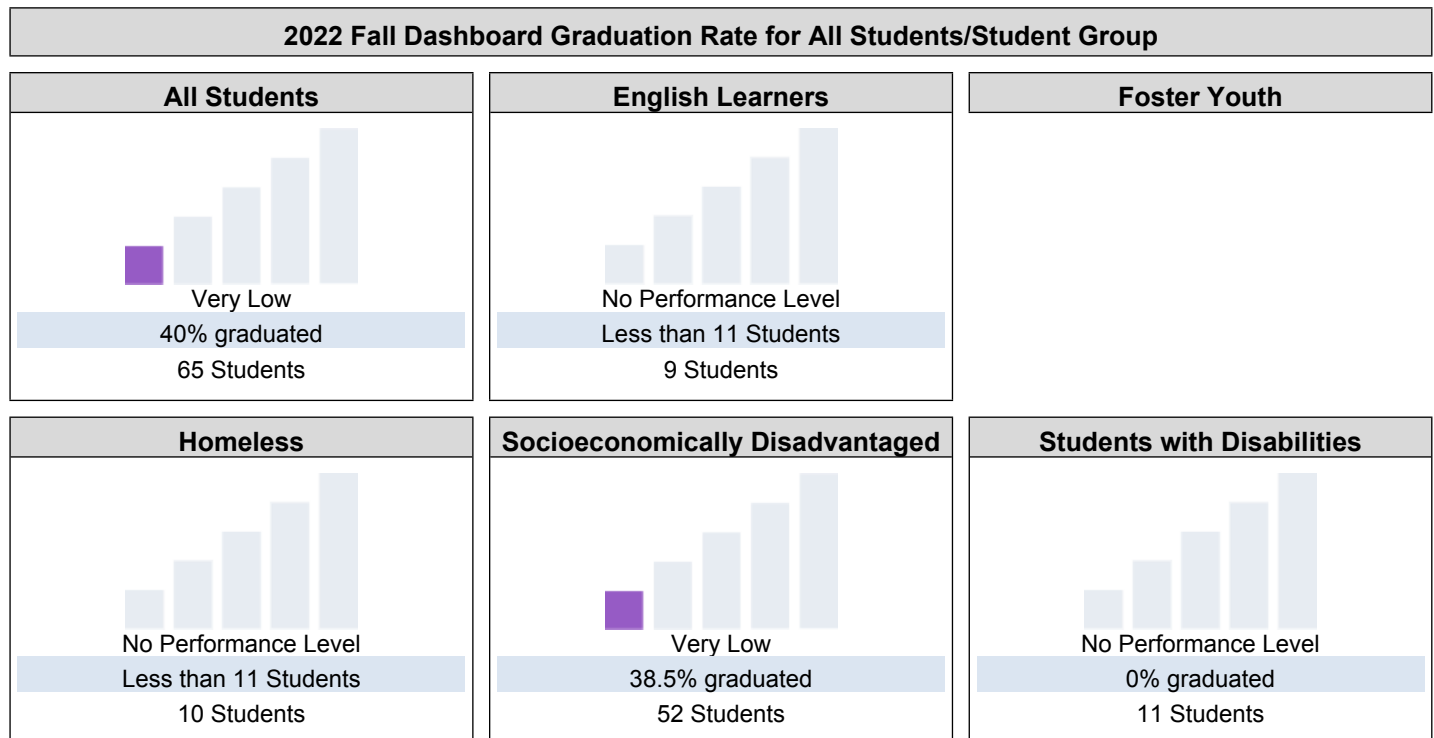
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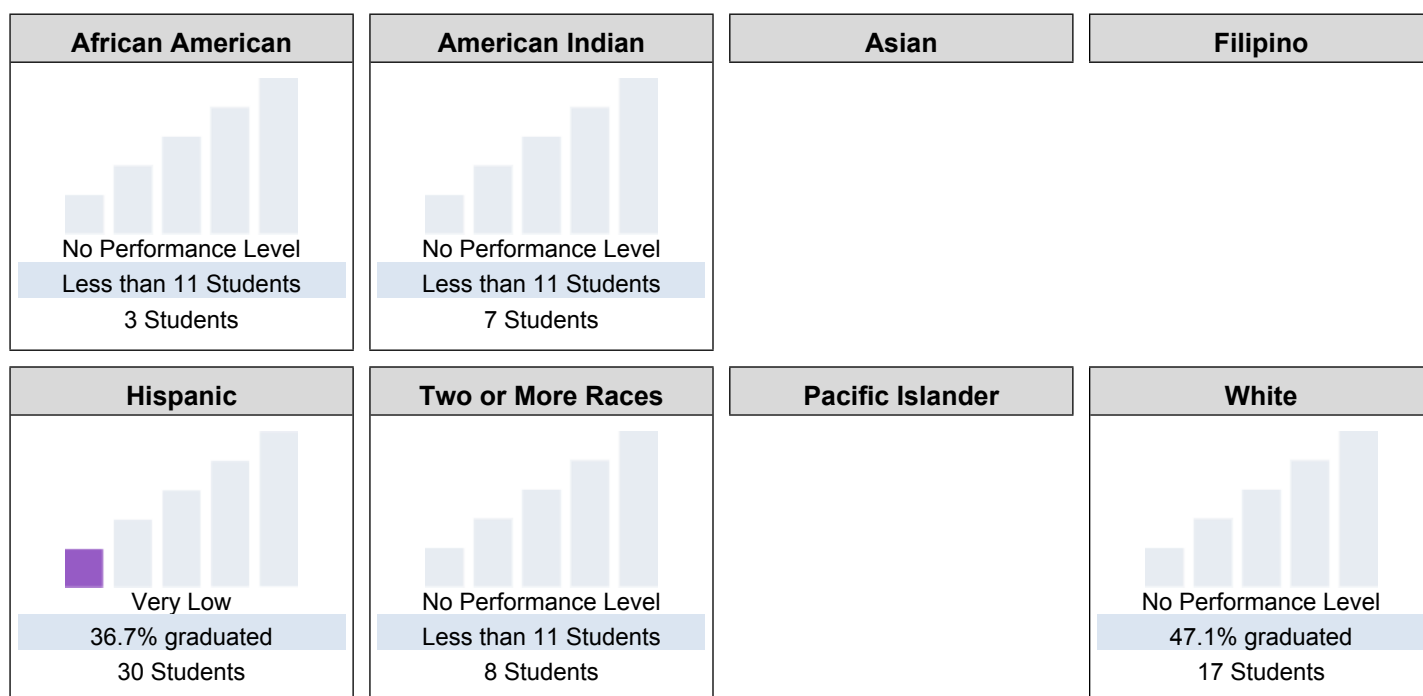
This section provides number of student groups in each level.



This section provides information about students completing high school, which includes students who receive a standard high school diploma.



2022 Fall Dashboard Graduation Rate by Race/Ethnicity



Conclusions based on this data:

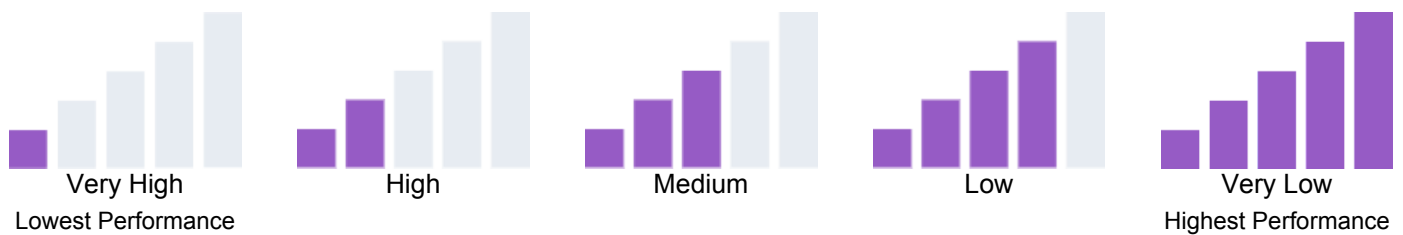
1. Motivated Youth Academy serves primarily at-risk students. More than 70% of our students meet the at-risk categories which has qualified MY Academy as a Dashboard Alternative School Status (DASS). As such, having experienced multiple failures in a traditional setting, our students come to us late in their education and are extremely credit deficient. Some of our student population have been out of school and classified as drop-outs. The students represented in the testing data, are not students who have been with us on a traditional 4-year cohort. A typical student comes to Motivated Youth Academy as an extremely credit deficient 16 to 22 years old, seeking a high school diploma.
2. Socioeconomically disadvantaged students also have a very low graduation rate, with only 38.5% graduating.
3. Hispanic students have a graduation rate of 36.7%, which is lower than the overall rate. In contrast, White students have a slightly higher graduation rate of 47.1%. These disparities may be influenced by various factors, including socioeconomic status and educational resources.

School and Student Performance Data

Conditions & Climate Suspension Rate

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

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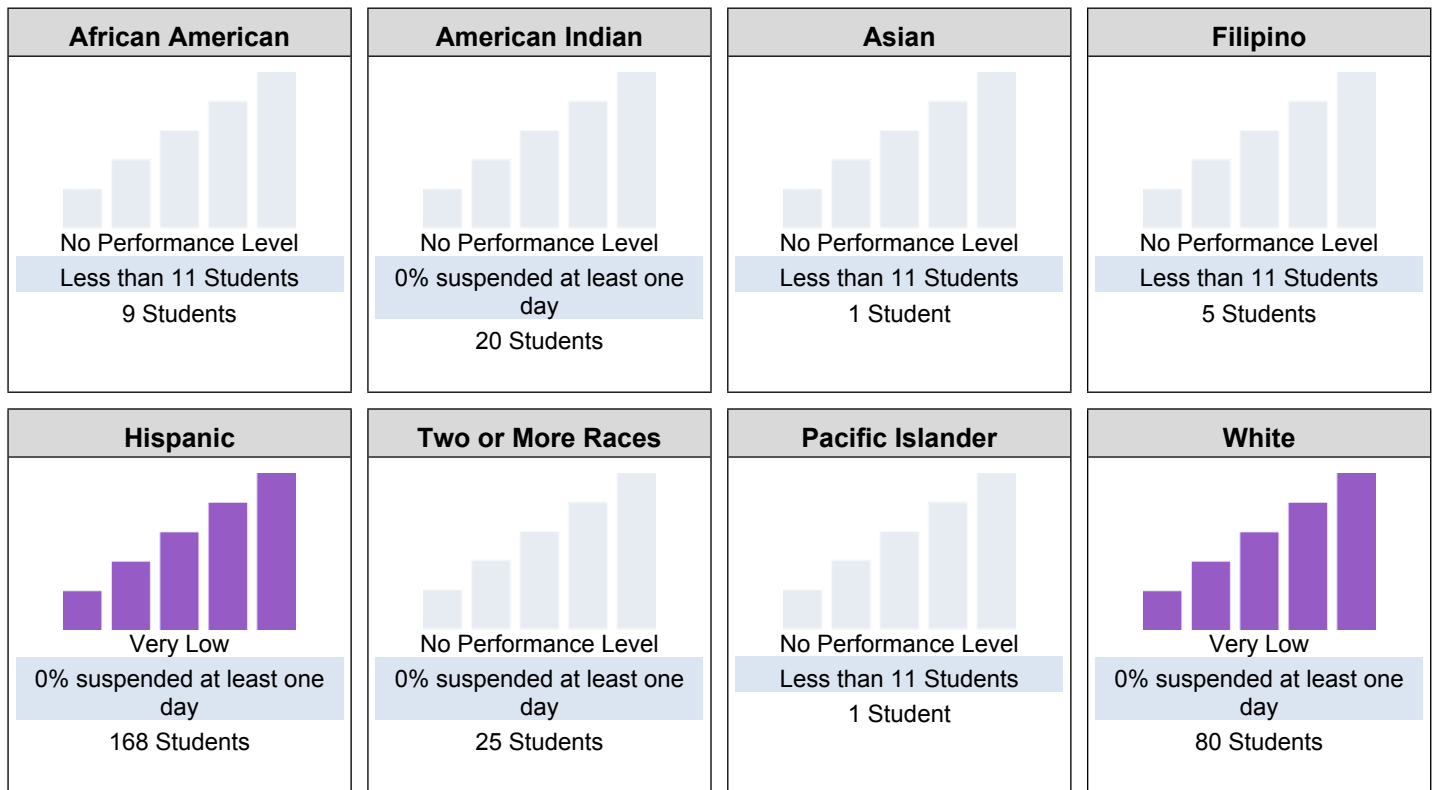


This section provides number of student groups in each level.

2022 Fall Dashboard Suspension Rate Equity Report				
Very High	High	Medium	Low	Very Low
0	0	0	0	5

This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2022 Fall Dashboard Suspension Rate for All Students/Student Group		
All Students	English Learners	Foster Youth
<p>Very Low</p> <p>0% suspended at least one day</p> <p>309 Students</p>	<p>Very Low</p> <p>0% suspended at least one day</p> <p>32 Students</p>	<p>No Performance Level</p> <p>Less than 11 Students</p> <p>1 Student</p>
Homeless	Socioeconomically Disadvantaged	Students with Disabilities
<p>No Performance Level</p> <p>0% suspended at least one day</p> <p>28 Students</p>	<p>Very Low</p> <p>0% suspended at least one day</p> <p>225 Students</p>	<p>Very Low</p> <p>0% suspended at least one day</p> <p>64 Students</p>

2022 Fall Dashboard Suspension Rate by Race/Ethnicity**Conclusions based on this data:**

1. Very low suspension rates in the case are the result of the school's hybrid learning approach, tendency towards small groups class structure, and a focus on building relationships with students and families.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

Academic Achievement

LEA/LCAP Goal

LCAP Goal 1: We will improve the academic achievement of all students through effective instruction, a challenging and engaging curriculum and aligned assessments in language arts, mathematics and reading comprehension to promote student progress of all students, including English Learners, other unduplicated student groups, and students with disabilities.

Goal 1

With a focus on supporting our students to achieve, the goal and actions/services focuses on monitoring each student's academic achievement. Continual monitoring of student data to identify struggling students and interventions are important to the success of MYA students and preventing learning gaps. Exact Path, CAASPP, ELPAC, and end of course assessments are all metrics we monitor to ensure students are on track to graduation.

Identified Need

Typically, the Motivated Youth Academy students arrive extremely credit deficient, seeking a high school diploma. Once enrolled in our school, keeping those students on track for graduation is a goal. More than 70% of our students meet at-risk categories and as a result, MY Academy is considered a Dashboard Alternative School Status (DASS) Community of Practice (CoP).

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Graduation Rate	2019 54.6% 4-year cohort 2021 93.3% 1-year cohort 2022 40% 4-year cohort; 75% 1-year cohort	2020 expected outcome 67% / 2021 93.3% outcome / 2022 40% 4-year cohort; 75% for 1- year cohort / 2023 maintain or increase
State Local Indicator Basic Services: Qualified and Effective Teachers	100% of teachers are appropriately credentialed for the courses they teach	Maintain
State Local Indicator Basic Services: Textbook and other instructional materials availability	0% students are lacking textbooks and other instructional materials	Maintain

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including English Learners, other unduplicated student groups, and students with disabilities.

Strategy/Activity

LCAP 1.9: Academic Achievement - Student Achievement - Student Success Coordinator

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
23,995	Title I, Part A 1000-1999: Certificated Personnel Salaries Student Success Coordinator
42,000	1000-1999: Certificated Personnel Salaries ESSER III - Student Success Coordinator
68,470	LCFF 1000-1999: Certificated Personnel Salaries Student Success Coordinator
42,000	Title I, Part A 2000-2999: Classified Personnel Salaries Instructional Assistant

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including English Learners, other unduplicated student groups, and students with disabilities.

Strategy/Activity

LCAP 1.8: Interventions: Content Area Specialists: Targeted interventions for students struggling to meet grade level proficiency.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
10,250	LCFF 4000-4999: Books And Supplies Targeted Interventions Exact Path, EL Foundations
253,064	LCFF 1000-1999: Certificated Personnel Salaries

Content Area Specialists

Strategy/Activity 3**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students, including English Learners, other unduplicated student groups, and students with disabilities.

Strategy/Activity

1.4 Identify professional development opportunities for teachers to equip them with information and resources to better serve their students and educational partners (parents, extended family members, educational rights holders).

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)**Source(s)**

20,000

LCFF
5000-5999: Services And Other Operating Expenditures
Professional Development: Includes Honoring Our Similarities Training

13,697

5000-5999: Services And Other Operating Expenditures
ESSER III Use of Remaining Funds for Professional Development

Strategy/Activity 4**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students, including English Learners, other unduplicated student groups, and students with disabilities.

Strategy/Activity

1.3. All students will have access to a broad course of study and materials/learning experiences aligned to common core standards through multiple channels assisting students in completing standards aligned content:

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)**Source(s)**

131,225

LCFF
4000-4999: Books And Supplies

Curriculum, Materials, and Supplies

Strategy/Activity 5**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Annual Review**SPSA Year Reviewed: 2022-23**

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

- -Effectiveness of 1.1: an in-depth analysis of student performance was conducted through the creation of an MY PLAN for each MYA student. Teachers reviewed students' MY PLAN at various times of the school year and made adjustments to learning plans as necessary. As a result, all students had access to a broad course of study.
- -Effectiveness of 1.2: the Guidance Counselor has reviewed transcripts and grades with students one-on-one and worked with the Assistant Director and TORs to monitor all student groups to develop individually targeted interventions to support them. This has resulted in increased student access to a broad course of study and academic progress in skills and courses.
- -Effectiveness of 1.3: all students have access to a broad course of study through Edmentum Courseware, Exact Path, Thrively and Pathful. The following teacher resources are available to support student success: CommonLit, SDCOE Curriculum, ZINN Education, PHet Colorado, and supplemental teacher curriculum library in the staff portal
- -Effectiveness of 1.4: MYA has implemented PD throughout the school year, including during the Kick-Off Week and weekly Monday staff meetings, all leading to successful student outcomes such as 52% of students meeting or exceeding ELA standards and 25% of students meeting or exceeding math standards on the CAASPP.
- -Effectiveness of 1.5: Parent training occurs during weekly meetings with TORs where teachers provide updates, strategies, and resources to support student learning. This has impacted parent understanding of assessment as one method of measuring student growth, leading to 52% of students meeting or exceeding ELA standards and 25% of students meeting or exceeding math standards on the CAASPP.

- -Effectiveness of 1.6: Students are provided with daily live interactions and weekly meetings with their Teacher of Record. Teachers were trained on various instructional strategies through ongoing professional development, leading to increased student ability to think critically, as measured by 52% of students meeting or exceeding ELA standards and 25% of students meeting or exceeding math standards on the CAASPP.
- -Effectiveness of 1.7: We reached 76% participation for students with disabilities and therefore did not meet our goal of increasing the 81.28%.
- -Effectiveness of 1.8: Classified staff, Content Area Specialists, Exact Path, EL Foundations have supported students' academic progress by increasing academic achievement, closing learning gaps, and increasing students' basic language skills as measured by 52% of students meeting or exceeding ELA standards, 25% of students meeting or exceeding math standards on the CAASPP and 9% EL reclassification rate.
- -Effectiveness of 1.9: The Student Success Coordinator has worked to remove barriers for students so they can focus on engagement and academic achievement. Our chronic absenteeism rate decreased by 10%.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There were no substantive differences in planned actions and actual implementation of these actions.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Changes to 1.7: To reach our goal of increasing 81.28% testing participation rate of Students with Disabilities, we will ensure all staff is trained on testing protocols, strategies, and practices.

Changes to 1.5: To improve parent learning opportunities, the administration will identify teachers that need support in this area and provide ongoing professional development.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

Student Engagement - Attendance/Absenteeism

LEA/LCAP Goal

LCAP Goal 2: We will promote a high ADA and a positive school climate by providing high-quality teachers, best practices, and interventions to ensure student engagement and success of All students, including English Learners, other unduplicated student groups, and students with disabilities.

Goal 2

We recognize that students that attend school regularly have been shown to be engaged, achieve at higher levels and graduate from high school. The goal and actions/services are focused on student, family and teacher engagement and connectedness to attain a high average daily attendance.

Maintain/Decrease low absenteeism rate: California Dashboard Chronic Absenteeism: 22-23: 16% 21-22: 18.5%; 2020-21: 28.5%; 2019: 1.2%; 2018: 3.5%

Identified Need

Maintain/Decrease low absenteeism rate: California Dashboard Chronic Absenteeism: 22-23: 16%; 21-22: 18.5%; 2020-21: 28.5%; 2019: 1.2%; 2018: 3.5%

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Student Engagement: Chronic Absenteeism Rate	2019-2020: 1.2% 2020-2021: 28.5% 2022-2023: 16%	1.1% / Actual Outcome 18.5%
School Climate: Expulsion Rate	0%	0%
School Climate: Suspension Rate	0%	0%
State Local Indicator Basic Services Conditions of Learning: Qualified/Effective Teachers	100% of teachers are appropriately credentialed for the courses they teach	Maintain

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including English Learners, other unduplicated student groups, and students with disabilities.

Strategy/Activity

2.2 To meet the needs of our students and to ensure equity we will recruit and retain highly qualified multiple and single subject teachers and maintain their appropriate assignment in the subject areas of the pupils they are teaching; and, hire highly qualified classified staff according to their job description.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

1,599,191

Source(s)

LCFF
1000-1999: Certificated Personnel Salaries
Certificated Salaries and Benefits

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including English Learners, other unduplicated student groups, and students with disabilities.

Strategy/Activity

2.3 Purchase technological devices and provide professional development to promote student engagement and develop 21st Century skills and support access to instruction as needed.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

20,000

Source(s)

4000-4999: Books And Supplies
ESSER III: Technology and Course Access

Annual Review

SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

- -Effectiveness of 2.1: Our ADA has increased by about 15% and chronic absenteeism has decreased by 10% due to a focus on school climate, student engagement, and our counseling efforts.
- -Effectiveness of 2.2: Maintained 100% highly qualified multiple and single-subject teachers to meet the needs of our students and to ensure equity, we hired an additional three fully credentialed TORs and a SPED Case Manager.
- -Effectiveness of 2.3: 100% of MYA students have technology devices to access the broad course of study, complete the curriculum and utilize tools, which impacted our increased ADA.
- -Effectiveness of 2.4: MYA staff meets with students, parents, and educational partners weekly at mutually agreed upon locations where they provide updates, feedback, and resources. Regularly scheduled meetings positively impacted several metrics for unduplicated students including, chronic absenteeism, ADA, suspension, and expulsion rates.
- -Effectiveness of 2.5 and 2.6: To meet the emotional and mental health needs of our students and staff and to ensure equity we have added COPES, a mental health referral process in our staff portal. There is ongoing professional development for our staff to address and support the needs of our students. The professional development and training in cultural awareness have developed to include Daily Live Interaction with our students, biweekly content area workshops led by our Assistant Director, and the SDCOE Equity PD for our staff during our "kickoff" week. These impacted the conditions of learning for students, creating a safe space for students to learn, in turn increasing ADA and decreasing chronic absenteeism.
- -Effectiveness of 2.7 and 2.8 Training in Youth Mental Health First Aid, with training in referral to available community resources through the Student Success Coordinator, counselors, and school psychologists; and, suicide prevention intervention and post-intervention has developed to include COPES and a Mental Health referral process. These conditions impacted the conditions of learning for students, creating a safe space for students to learn, in turn increasing ADA and decreasing chronic absenteeism.
- -Effectiveness of 2.9: Our MTSS process has been developed to include chronic absenteeism monitoring by the SSC, TORs, the Interim Assistant Director, and other school staff. This impacted the conditions of learning for students, increasing ADA and decreasing chronic absenteeism.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

A modification was made to action 2.3 to include the WASC recommendation to provide more instruction in the use of technology such as Google, presentation applications, chrome extensions and visual/audio learning tools.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Modification of 2.3 Purchase technological devices and provide professional development to promote student engagement and develop 21st Century skills and support access to instruction as needed to include WASC area of growth: 2.3 Purchase technological devices and provide

professional development to promote student engagement and develop 21st-Century skills and support access to instruction as needed; and, provide more instruction in the use of technology such as google, presentation applications, chrome extensions, and visual/audio learning tools.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

Monitoring and Supporting Students

LEA/LCAP Goal

LCAP Goal 3: We will establish connections and partnerships with our families and community to increase engagement, involvement, and ensure safety and satisfaction to support student learning and achievement of All students, including English Learners, other unduplicated student groups, and students with disabilities. Effective and meaningful transparent communication will provide all stakeholders opportunities for input in decision making at the program and charter levels.

Goal 3

Maintaining our connections and partnerships in education with our students and parents correlates with students attending school more regularly, earning higher grades, and graduating from high school. Increasing the number and percentages of the input survey participants provides an opportunity to develop collaborative academic relationships with students, parents, and establish community partnerships.

100% of parents that participated in the LCAP input survey agree that they participated in a meeting with their child and their child's teacher to discuss and set education goals for their child.

100% of the students that participated in the LCAP input survey agree that their teacher is available to them if they need help and support with their schoolwork, and, 100% agree that their teacher cares about them and their education and helps them to succeed..

Identified Need

Maintenance Goal that includes actions that are ongoing and allows MY Academy to track performance on any metrics not addressed in the other goals of the LCAP

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
State Local Indicator Priority 3: Educational Partner Engagement and Involvement	<p>2022: 71</p> <p>Parent Input Survey Participation with Students in Student Groups: 3.8% English Learners 4.2% Low Socioeconomic 4.2% Students with Disabilities 56.4% Student participant 25.4% Parent participant 7.0% Community member participant</p> <p>Parent Input Survey Participants Ethnicity: 16.9% White 28.2% Hispanic/Latino</p>	Improve participation in LCAP Input by 10%

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
	22.5% Two or More 7.0% Filipino 7.0% American Indian 11.3% African American	
State Local Indicator Priority 6: School Climate	100% of survey respondents overall, feel satisfied with their child's school. 99% of survey respondents overall, feel satisfied with the school in providing student support in attaining students' academic goals. 96% of survey respondents overall, feel satisfied with the school in providing input opportunities for me to participate in the school and my child's education.	Maintain or increase
School Safety Plan and Training	September 14, 2020 Reviewed and Updated MYA Staff November 30, 2023 SSC November 16, 2023	Maintain

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including English Learners, other unduplicated student groups, and students with disabilities.

Strategy/Activity

3.2 We will build partnerships for student outcomes by sending notification of Surveys, Parent Meetings, Board of Directors Public meetings in a timely manner to all families, through emails, website and other social media school's site while ensuring the participation and engagement of our underrepresented families

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

18,000

Source(s)

LCFF
5000-5999: Services And Other Operating Expenditures
R&B Communications

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including English Learners, other unduplicated student groups, and students with disabilities.

Strategy/Activity

3.5 Notices, reports, statements or records sent to a student, parent or guardian will be translated as needed. (EL) Documents, records, and statements will be sent, upon request. Student Administrative Technician and classified staff to support student engagement and performance and parent involvement.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

1,000

Source(s)

LCFF
5000-5999: Services And Other Operating Expenditures
Translation Services

80,134

LCFF
2000-2999: Classified Personnel Salaries
Classified Student Administrative Technician

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including English Learners, other unduplicated student groups, and students with disabilities

Strategy/Activity

3.6 Operations of the school

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

20,000	LCFF 5000-5999: Services And Other Operating Expenditures Kurt Madden Ed Consulting
83,000	LCFF 5000-5999: Services And Other Operating Expenditures Charter Impact
22,500	LCFF 5000-5999: Services And Other Operating Expenditures Keyn Solutions

Annual Review

SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

- -Effectiveness of 3.1 Seeking parent input, an assessment of educational partner engagement included the addition of SSC meetings, EPAC meetings, EPAC LCAP/School Planning Input Survey, and Google Family Feedback system. School staff has begun tracking student/parent/ToR meetings in SIS and our response rate to input survey increased by 82% through targeted outreach.
- -Effectiveness of 3.2: Building partnerships for student outcomes included posting notifications of board meetings SSC, and EPAC meetings on the website and social media, Community Partner Newsletters, EPAC LCAP/School Planning Input Survey, Educational Partner communication through Wednesday Wisdom emails, and regular social media posts. As a result, our EPAC input survey results grew by 82% and attendance at SSC and EPAC meetings rose steadily throughout the school year.
- -Effectiveness of 3.3: MY Academy has built relationships by ensuring an inclusive and accessible learning environment through SSC meetings, EPAC meetings, EPAC LCAP/School Planning Input Survey, Google Family Feedback system, Daily Live Interaction, and New Hire Orientation. As a result, our EPAC input survey results grew by 82% and attendance at SSC and EPAC meetings rose steadily throughout the school year.
- -Effectiveness of 3.4: Maintained a safe learning environment for all students through New Hire Orientation, Back-to-School Kickoff Week, COPES program - suicide prevention program and mental health supports, Project Safe, and Handle with Care. As a result, between 99-100% of survey respondents feel safe and connected to MY Academy.
- -Effectiveness of 3.5: Translated documents, records, and statements are sent by request by office clerical staff. Student Administrative Services Technician and classified staff support student engagement, performance, and parent involvement. As a result, 99% of educational partners and students feel connected to MY Academy.

- -Effectiveness of 3.6: Operations of the school was maintained by the school's director through various partners. As a result, the school was able to operate to a capacity where between 99-100% of survey respondents feel safe and connected to MY Academy.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Through collaborative review with Educational Partners of the Goal 3 and actions/services there were no substantive differences in planned actions and actual implementation of the actions.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

New action to address WASC area for growth: Student Engagement: 3.7 Develop opportunities for students to participate in group activities: Career Fridays, College visit opportunities, Collaborative learning opportunities, sports and leadership opportunities.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

High School Graduation, College and Career Technical Education

LEA/LCAP Goal

Goal 4: We will ensure that students are on-track to graduate from high school, and have access to College and Career Technical Education for All students, including English Learners, other unduplicated student groups, and students with disabilities.

Goal 4

Ensure that students are on-track to graduate from high school, and have access to College and Career Technical Education for All students, including English Learners, other unduplicated student groups, and students with disabilities.

Identified Need

With a focus on supporting our students to achieve their goal of high school graduation, and college and career preparedness, the goal and actions/services focuses on monitoring each student's progress toward graduation. Continual monitoring of student data to identify struggling students and interventions is important to the success of our students staying on-track with course completion and on course to graduation. Graduation Rate, College/Career Prepared and CTE participation are all metrics we monitor to ensure students are on track to graduation and to achieve their post graduation goals.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Graduation Rate, UC/CSU prepared/met requirements	<p>2022-2023: 40% (65, 4-year cohorts); 75% (1-year cohort) Graduates Meeting UC/CSU Req: 0% Graduates earning Golden State 0%</p> <p>2020-21: 67.4% (43, 4-year cohort students); 93.3% (1-year cohort) Graduates Meeting UC/CSU Req: 3.4% Graduates earning Golden State 9%</p> <p>2019-20: 40.0% (35, 4-year cohort students), Graduates Meeting UC/CSU Req: 14.3%, Graduates earning Golden State 14.3%</p>	Maintain or Increase graduation rate

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
	2018-29: 39.6% (48, 4-year cohort students), Graduates Meeting UC/CSU Req: 15.8% Graduates earning Golden State 5.3%	
Access to a Broad Curriculum College/Career Prepared Pupils enrolled and completion in A-G courses required for UC/CSU admission	Enrolled in courses for UC/CSU admission: 19.64% Completed courses for UC/CSU admission: 3.23%	Increase the A-G course participation and completion annually by 2% to increase the College/Career Prepared Rate
Access to a Broad Curriculum Career Technical Education (CTE) participation	Number of students participating in CTE: 0 Percent of students that completed a CTE program and earned a high school diploma: 0	Increase the CTE participation and completion rate annually by 2%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including English Learners, other unduplicated student groups, and students with disabilities.

Strategy/Activity

CTE - Course Access - KRA

4.1 Develop a comprehensive College and Career readiness program, increase Career Technical Education opportunities, and connect high school/young adults to community resources and agencies.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
43,900	LCFF 5000-5999: Services And Other Operating Expenditures KRA Possibility Project

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including English Learners, other unduplicated student groups, and students with disabilities.

Strategy/Activity

School Counselor, Student Achievement

4.2 Monitor students moving from middle school through high school to identify students that maybe struggling with regular attendance and course completion; and, keep them on track to graduate from high school.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
138,868.39	LCFF 1000-1999: Certificated Personnel Salaries School Counselor
47,004	1000-1999: Certificated Personnel Salaries ESSER III Lost Instructional Time: Guidance Counselor academic interventions and test prep
5,000	1000-1999: Certificated Personnel Salaries ESSER III Lost Instructional Time: Counselor to connect students to the Possibility Project
1,500	1000-1999: Certificated Personnel Salaries ESSER III Use of Remaining Funds: Identify, monitor and support students struggling with regular attendance

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including English Learners, other unduplicated student groups, and students with disabilities.

Strategy/Activity

Academic Interventions - Student Achievement / Thrively

4.4 The School Counselor will review student transcripts to ensure the opportunity to make up missed credits and/or complete an A-G Pathway. The School Counselor ensure that struggling students will receive appropriate interventions that include the opportunity for test preparation.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

3,000

 LCFF
 None Specified
 Thrively
Strategy/Activity 4**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students, including English Learners, other unduplicated student groups, and students with disabilities.

Strategy/Activity

Student Progress, Student Achievement / Student Success Coordinator
 4.5 The Student Success Coordinator will facilitate comprehensive access to all students including English Learners, other unduplicated student groups, and students with disabilities by strengthening connections between teachers, content area specialists, counselor, and the school psychologist, as well as connect students and families to community wrap around services, to provide an equitable learning environment where barriers are identified and services are provided to overcome them.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

8,033.57

 LCFF
 1000-1999: Certificated Personnel Salaries
 Student Success Coordinator

50,000

 1000-1999: Certificated Personnel Salaries
 Other State Funds - Student Success
 Coordinator

23,995

 Title I, Part A
 1000-1999: Certificated Personnel Salaries
 Student Success Coordinator
Strategy/Activity 5**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students, including English Learners, other unduplicated student groups, and students with disabilities.

Strategy/Activity

4.6 English Learner Testing Specialist (EL)

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

27,500

LCFF
2000-2999: Classified Personnel Salaries
EL Testing Specialist

Strategy/Activity 6**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students, including English Learners, other unduplicated student groups, and students with disabilities.

Strategy/Activity

4.7 Upon student request or staff recommendation, students will be provided a monthly transit pass, San Diego County YMCA membership, and lunch at the Campo Education Center as needed.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

18,000

LCFF
5000-5999: Services And Other Operating Expenditures
Transit Passes, SD County YMCA, Food (Golden Acorn)

800

5000-5999: Services And Other Operating Expenditures
ESSER III Use of Remaining Funds- Transit Passes, SD County YMCA, Food (Golden Acorn)

7,600

Local Categorical
5000-5999: Services And Other Operating Expenditures
Local Funds - Transit Passes, SD County YMCA, Food (Golden Acorn)

Annual Review

SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

- -Effectiveness of 4.1 Career exploration has been implemented throughout the school year using curriculum partner, Pathful. Student internship opportunities have grown through teacher professional development and our partnership with the Possibility Project.
- -Effectiveness of 4.2: Monitor students moving from middle school through high school to identify students that are struggling including a fulltime counselor, transcript audit, content area specialists, and one-on-one weekly ToR Meetings. As a result, all students have access to a broad course of study.
- -Effectiveness of 4.3: Providing high-quality instruction and curriculum that promotes college and career readiness with academic interventions including Edmentum Catalog that includes A-G library and CTE library, Thrively, Pathful SST process initiated in online staff portal by ToR and implemented by the Assistant Director. As a result, all students have access to a broad course of study.
- -Effectiveness of 4.4: The Guidance Counselor ensures that struggling students will receive needed interventions including once-a-month staff development and Assessment and Accountability meetings. As a result, all students have access to a broad course of study and an A-G pathway.
- -Effectiveness of 4.5: The annual review of student transcripts to ensure the opportunity to make up missed credits including a full-time counselor that reviews transcripts each semester for continuing students and for new students. As a result, all students have access to a broad course of study and an A-G pathway.
- -Effectiveness of 4.6: The English Learner (EL) Testing Specialist completed 100% of initial ELPAC assessments and 82% of summative ELPAC assessments through training, communication, and feedback.
- -Effectiveness of 4.7: Monthly transit passes and YMCA memberships are back in operation after COVID restrictions were lifted. As a result, all students have access to transportation to and from their student/teacher meetings.
- -Effectiveness of 4.8: Counseling is available for the planning of post-secondary goals and connecting students to the Possibility Project by the full-time Counselor who works with all students, including students with disabilities on transition goals. As a result, students have access to a broad course of study, A-G pathway, and CTE pathways.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

4.1 CTE opportunities need to be expanded and developed.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Modified to add monitoring of students' post graduation path to address WASC area for growth: 4.8
Counseling is available for the planning of post-secondary goals, connecting students to the
Possibility Project and other post graduation opportunities as well as monitoring students' post
graduation path.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

LEA/LCAP Goal

Goal 5

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
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Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$
Total Federal Funds Provided to the School from the LEA for CSI	\$
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$2,823,726.96

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I, Part A	\$89,990.00

Subtotal of additional federal funds included for this school: \$89,990.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
	\$180,001.00
LCFF	\$2,546,135.96
Local Categorical	\$7,600.00

Subtotal of state or local funds included for this school: \$2,733,736.96

Total of federal, state, and/or local funds for this school: \$2,823,726.96

Budgeted Funds and Expenditures in this Plan

The tables below are provided to help the school track expenditures as they relate to funds budgeted to the school.

Funds Budgeted to the School by Funding Source

Funding Source

Amount

Balance

Expenditures by Funding Source

Funding Source	Amount
	180,001.00
LCFF	2,546,135.96
Local Categorical	7,600.00
Title I, Part A	89,990.00

Expenditures by Budget Reference

Budget Reference	Amount
1000-1999: Certificated Personnel Salaries	2,261,120.96
2000-2999: Classified Personnel Salaries	149,634.00
4000-4999: Books And Supplies	161,475.00
5000-5999: Services And Other Operating Expenditures	248,497.00
None Specified	3,000.00

Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
1000-1999: Certificated Personnel Salaries		145,504.00
4000-4999: Books And Supplies		20,000.00
5000-5999: Services And Other Operating Expenditures		14,497.00
1000-1999: Certificated Personnel Salaries	LCFF	2,067,626.96
2000-2999: Classified Personnel Salaries	LCFF	107,634.00

4000-4999: Books And Supplies	LCFF	141,475.00
5000-5999: Services And Other Operating Expenditures	LCFF	226,400.00
None Specified	LCFF	3,000.00
5000-5999: Services And Other Operating Expenditures	Local Categorical	7,600.00
1000-1999: Certificated Personnel Salaries	Title I, Part A	47,990.00
2000-2999: Classified Personnel Salaries	Title I, Part A	42,000.00

Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	604,701.00
Goal 2	1,619,191.00
Goal 3	224,634.00
Goal 4	375,200.96

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 2 Classroom Teachers
- 1 Other School Staff
- 3 Parent or Community Members
- 1 Secondary Students

Name of Members

Role

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

Signature

Committee or Advisory Group Name

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on November 16, 2022.

Attested:



Principal, William B. Dobson on November 16, 2022

SSC Chairperson, Mrs. Daniela Zea - Chairperson/Parent on November 16, 2022

Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with EC 65001, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below:

Instructions: Linked Table of Contents

The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.

[Educational Partner Involvement](#)

[Goals, Strategies, & Proposed Expenditures](#)

[Planned Strategies/Activities](#)

[Annual Review and Update](#)

[Budget Summary](#)

[Appendix A: Plan Requirements for Title I Schoolwide Programs](#)

[Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements](#)

[Appendix C: Select State and Federal Programs](#)

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at LCFF@cde.ca.gov.

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE's Title I Policy and Program Guidance Office at TITLEI@cde.ca.gov.

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Purpose and Description

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

Purpose

Briefly describe the purpose of this plan by selecting from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Description

Briefly describe the school's plan for effectively meeting ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

Educational Partner Involvement

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

[This section meets the requirements for TSI and ATSI.]

[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]

Resource Inequities

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA- and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]

Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **Specific**, **Measurable**, **Achievable**, **Realistic**, and **Time-bound**. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the "Goal #" for ease of reference.

[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]

Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

[Completing this section fully addresses all relevant federal planning requirements]

Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school's identification.]

[When completing this section for TSI/ATSI the school must include metrics related to the specific student group(s) that led to the school's identification.]

Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the "Strategy/Activity #" for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency's budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]

[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]

Students to be Served by this Strategy/Activity

Indicate in this box which students will benefit from the strategies/activities by indicating "All Students" or listing one or more specific student group(s) to be served.

[This section meets the requirements for CSI.]

[When completing this section for TSI and ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all students or the student group(s) that led to identification based on the evidence-based interventions selected.]

Proposed Expenditures for this Strategy/Activity

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA's budgeting, its LCAP, and school-level budgeting, if applicable.

[This section meets the requirements for CSI, TSI, and ATSI.]

[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Annual Review

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.
- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.
- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]

Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.

Budget Summary

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- **Total Funds Provided to the School Through the Consolidated Application:** This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.
- **Total Funds Budgeted for Strategies to Meet the Goals in the SPSA:** This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving federal funds for CSI should complete the Budget Summary as follows:

- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Appendix A: Plan Requirements

Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

Requirements for Development of the Plan

- I. The development of the SPSA shall include both of the following actions:
 - A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.
 1. The comprehensive needs assessment of the entire school shall:
 - a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and
 - b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—
 - i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and
 - ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and
 - iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.
 - iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.
 - v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.
 - B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

Requirements for the Plan

- II. The SPSA shall include the following:
 - A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.

- B. Evidence-based strategies, actions, or services (described in Strategies and Activities)
1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--
 - a. provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards
 - b. use methods and instructional strategies that:
 - i. strengthen the academic program in the school,
 - ii. increase the amount and quality of learning time, and
 - iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.
 - c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State's academic standards through activities which may include:
 - i. strategies to improve students' skills outside the academic subject areas;
 - ii. preparation for and awareness of opportunities for postsecondary education and the workforce;
 - iii. implementation of a schoolwide tiered model to prevent and address problem behavior;
 - iv. professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and
 - v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.
- C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it's LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.
- D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).
1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;
 2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and
 3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.

- E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Educational Partner Involvement and/or Strategies/Activities).
- F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to
 - 1. Ensure that those students' difficulties are identified on a timely basis; and
 - 2. Provide sufficient information on which to base effective assistance to those students.
- G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.
- H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).
- I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. EC sections 6400 et. seq.

Appendix B:

Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Educational Partner Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);
2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>);
3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

Targeted Support and Improvement

In partnership with stakeholders (including principals and other school leaders, teachers, and parents) the school shall develop and implement a school-level TSI plan to improve student outcomes for each subgroup of students that was the subject of identification (Educational Partner Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.

Additional Targeted Support and Improvement

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

Single School Districts and Charter Schools Identified for School Improvement

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: EC sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

Appendix C: Select State and Federal Programs

For a list of active programs, please see the following links:

Programs included on the Consolidated Application: <https://www.cde.ca.gov/fg/aa/co/>

ESSA Title I, Part A: School Improvement: <https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp>

Available Funding: <https://www.cde.ca.gov/fg/fo/af/>

Developed by the California Department of Education, January 2019

Coversheet

Approval of Termination of KM Educational Consulting Agreement, and Kurt Madden's Resignation as CEO, Motivated Youth Academy Corporation

Section:	XII. Personnel Services
Item:	A. Approval of Termination of KM Educational Consulting Agreement, and Kurt Madden's Resignation as CEO, Motivated Youth Academy Corporation
Purpose:	Vote
Submitted by:	
Related Material:	K Madden Resignation Ltr 2023_11_22_07_22_04.pdf KM_Consulting_Agreement_2023-06-16_FINAL.docx__1_.pdf



KM EDUCATIONAL CONSULTING

November 22, 2023

Dear Motivated Youth Academy Board of Directors:

It has been a pleasure to serve as a consultant and CEO for Motivated Youth Academy over the past few years. Our collaboration and laser-like focus on our students and families has been second-to-none and quite fulfilling. Furthermore, the work we have done together has been a highlight of my educational career.

As my professional career continues to evolve and expand in a different direction, it is with mixed emotions that I need to terminate my services as a consultant and CEO which will be effective on January 1, 2024.

In the meantime, I will continue to fulfill my duties and responsibilities in my current role and also know that at any time in the future, please reach out to me if there is anything I can do to add value and/or guidance to Motivated Youth Academy.

Respectfully submitted,

A handwritten signature in blue ink that reads "Kurt Madden". The signature is fluid and cursive.

Kurt Madden

President/CEO, KM Educational Consulting and Educational Services



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 Activities. 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 Employee Work-Related Travel Expenses Reimbursement Policy

Section: XII. Personnel Services
Item: B. Approval of Employee Work-Related Travel Expenses Reimbursement
Policy
Purpose: Vote
Submitted by:
Related Material:
MYA Employee Work-Related Travel Expenses Reimbursement Policy .pdf



Employee Work-Related Travel Expenses Reimbursement Policy

This policy applies to all Motivated Youth Academy employees engaging in remote work and undertaking travel for school-related purposes. It provides guidelines for the reimbursement of reasonable and actual business expenses incurred in the conduct of school business.

Eligibility for Reimbursement:

Pre-Approval: Employees are pre-approved for expenses associated with travel for school-related purposes, including testing and professional development.

Categories of Acceptable Expenses:

- **Mileage:** Reimbursement is based on the current standard IRS mileage rate. Employees must use the School's designated platform to track miles and submit for reimbursement.
- **Hotel Rooms:** Booking must be done by designated office staff, barring exceptions with prior approval from a school administrator.
- **Flights:** Booking must be done through office staff, barring exceptions with prior approval from a school administrator.
- **Meals:** Reimbursement follows a per diem structure: Breakfast (\$18), Lunch (\$20), Dinner (\$36), with a maximum daily limit of \$74. Only three receipts are accepted within a 24-hour period.

Reimbursement Process:

- **Receipt Requirements:** Itemized receipts are mandatory. Gratuity is capped at 20%. Overages beyond the daily meal cap or unapproved expenses will not be reimbursed. Alcohol expenses are excluded; employees must obtain a separate check for alcohol purchases. Both credit card and itemized receipts are required; handwritten receipts are acceptable if it is the only option provided by the vendor.
- **Meal Purchase Documentation:** For meals outside of conference-provided ones, employees must briefly describe the meeting's purpose and list attendees.
- **Receipt Submission:** Physical mailing of receipts is obsolete. Employees must scan and upload receipts as legible PDFs into the School's Expense Reimbursement platform. All receipts must be retained until reimbursement is processed.
- **Electronic Submission:** Reimbursement claims must be submitted via the School's platform for electronic submission, approval, and processing.
- **Reimbursement Schedule:** Payments are processed monthly on the 26th. Submissions

must be approved by the 10th of the month to qualify for that month's reimbursement cycle.

- **Payment Method:** Reimbursements are paid via payroll checks. Separate checks or cash reimbursements are not available.

Contact Information:

For queries related to this policy, please contact Gigi at glenz@myacademy.org.

This policy ensures a transparent and efficient process for reimbursing employees for travel and related expenses while conducting Motivated Youth Academy business.

Coversheet

Election of Motivated Youth Academy Corporate Officer

Section: XIII. Board Governance
Item: A. Election of Motivated Youth Academy Corporate Officer
Purpose: Vote
Submitted by:
Related Material: MYA Second Amended Bylaws-Jan 2023_SIGNED.pdf

BACKGROUND:

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."

Fiscal Impact: None.

RECOMMENDATION:

In accordance with the Second Amended Bylaws of Motivated Youth Academy, Article VIII, Corporate Officers, Section 7.06, it is recommended the Board of Directors conduct the election for the following corporate officer position:

a. Chief Executive Officer (CEO) : _____

**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 insure 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

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Secretary, Motivated Youth Academy Charter School