

## **MY** Academy

## **Regular Meeting of the Board of Directors**

Published on August 11, 2023 at 5:55 PM PDT

#### **Date and Time**

Thursday August 17, 2023 at 2:30 PM PDT

#### Location

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

#### Join by telephone or via Zoom conferencing link below:

Dial by your location

+1 213 338 8477 US (Los Angeles)

+1 669 900 6833 US (San Jose)

Meeting ID: 925 6021 6074

https://cal-pacs-org.zoom.us/j/92560216074

#### **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.

Agen	da				
			Purpose	Presenter	Time
I.	Оре	ening Items			2:30 PM
	A.	Call the Meeting to Order		Board President	1 m
	B.	Record Attendance		Board President	1 m
		Roll Call: William Hall, President Michael Humphrey, Vice President Steve Fraire, Clerk Peter Matz, Member Larry Alvarado, Member			
II.	Ple	dge of Allegiance			2:32 PM
	A.	Led by Board President or designee.		Board President	1 m
A. C. B. R. W. M. S. P. L. III. Pledg A. L. III. Approx A. A. It. R. W. M. S. P. L. III. Pledg A. L. III. R. R. W. M. S. P. L. III. R. R. W. M. S. R. W. W. M. S. R. W. W. M. S. R. W. W. W. M. S. R. W.	prove/Adopt Agenda			2:33 PM	
	A.	Approve Agenda	Vote	Board President	1 m
		It is recommended the Board of Directors adopt as Regular Board meeting of August 17, 2023.	e agenda for the		
		Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado			
		Moved by Seconded by Ayes	Nays	_Absent	

Purpose Presenter Time

#### IV. Public Comment - Closed Session

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

#### V. Adjourn to Closed Session

2:34 PM

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

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

Moved by \_\_\_\_\_ Seconded by \_\_\_\_ Ayes \_\_\_\_ Nays \_\_\_\_ Absent \_\_\_\_

A. Closed Session

Discuss

**Board President** 

10 m

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

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

#### VI. Reconvene Regular Meeting

2:44 PM

**A.** Report out any action taken in closed session.

Discuss

**Board President** 

2 m

#### VII. Public Comments/Recognition/Reports

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

		Purpose	Presenter	Time
Воа	ard Governance			2:46 PM
A.	Approval of Stipend Frequency to Board Evaluator(s) of Motivated Youth Academy's Director	Vote	Bill Dobson	1 m
			o the Board	
	· ·			
	Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by Seconded by Ayes _	Nays	Absent	
В.	Approval of 2023-2024 Motivated Youth Academy Board Meeting Calendar and Schedul Revision	Vote le	Bill Dobson	1 m
	• •		lotivated Youth	
	Fiscal Impact: None.			
	Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by Seconded by Aves	Navs	Absent	
	<b>A</b> .	Evaluator(s) of Motivated Youth Academy's Director  It is recommended the Board approve the Stipe Evaluator(s) for Motivated Youth Academy's Dir  Fiscal Impact: \$2,700.00 (\$1,350 x 2 evaluators \$450 per month for an additional  Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by Seconded by Ayes _  B. Approval of 2023-2024 Motivated Youth Academy Board Meeting Calendar and Schedul Revision  It is recommended the Board approve the revise Academy Board Meeting Calendar and Schedul Fiscal Impact: None.  Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado	Board Governance  A. Approval of Stipend Frequency to Board Evaluator(s) of Motivated Youth Academy's Director It is recommended the Board approve the Stipend Frequency to Evaluator(s) for Motivated Youth Academy's Director.  Fiscal Impact: \$2,700.00 (\$1,350 x 2 evaluators). \$450 per month for an additional 3 months.  Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by Seconded by Ayes Nays  B. Approval of 2023-2024 Motivated Youth Academy Board Meeting Calendar and Schedule Revision It is recommended the Board approve the revised 2023-2024 Macademy Board Meeting Calendar and Schedule.  Fiscal Impact: None.  Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado	A. Approval of Stipend Frequency to Board Vote Bill Dobson Evaluator(s) of Motivated Youth Academy's Director It is recommended the Board approve the Stipend Frequency to the Board Evaluator(s) for Motivated Youth Academy's Director.  Fiscal Impact: \$2,700.00 (\$1,350 x 2 evaluators). \$450 per month for an additional 3 months.  Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by Seconded by Ayes Nays Absent  B. Approval of 2023-2024 Motivated Youth Vote Bill Dobson Academy Board Meeting Calendar and Schedule Revision It is recommended the Board approve the revised 2023-2024 Motivated Youth Academy Board Meeting Calendar and Schedule.  Fiscal Impact: None.  Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz

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IX.

Consent

2:48 PM

				Purpose	Presenter	Time
sing be r	gle motion. There	Consent upon the r	discussion o	f these items;	oved/adopted by a however, any item may he Board, discussed,	
A.	Consent - Educa	ation/Student Servic	es	Vote	Bill Dobson	1 m
	1. Approval of K	elvin Education Two	-Year Contra	act		
В.	Consent - Perso	nnel Services		Vote	Bill Dobson	1 m
		023-2024 Certificate 023-2024 Classified				
C.	Consent - Policy	Development		Vote	Bill Dobson	1 m
	Approval of exist 2023-2024 school		evised, revie	wed and elimi	nated by staff for the	
	Board Policy Ro The following polaw or procedure	licy has been revise	ed to provide	clarity or aligr	nment with changes in	
	6000 Series - In 6010-MYA Inde	struction pendent Study Polic	ру			
		listed under A thro ted by a single mo	•	onsidered ro	outine and will be	
	Roll Call Vote: William Hall Michael Humphr Steve Fraire Peter Matz Larry Alvarado	ey				
	Moved by	Seconded by	Ayes	Nays	Absent	
Cal	endar					

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The next scheduled regular meeting of the Board of Directors will be held on September

X.

14, 2023.

					Purpose	Presenter	Time
XI.	Coi	mments				2:51 PM	
	A.	Board Comments	5		Discuss	Board President	2 m
	В.	Interim Director a	nd CEO Comments		Discuss	Bill Dobson	2 m
XII.	Clo	sing Items				2:55 PM	
	A.	Adjourn Meeting			Vote	Board President	2 m
		Roll Call Vote: William Hall Michael Humphre Steve Fraire Peter Matz Larry Alvarado	ey				
		Moved by	_ Seconded by	Ayes	Nays	Absent	

#### FOR MORE INFORMATION

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

## Coversheet

# Approval of Stipend Frequency to Board Evaluator(s) of Motivated Youth Academy's Director

Section: VIII. Board Governance

Item: A. Approval of Stipend Frequency to Board Evaluator(s) of Motivated

Youth Academy's Director **Purpose: Submitted by:**Vote

Bill Dobson

BACKGROUND:

The current adopted stipend for the Annual Board Evaluator(s) of the Director is for nine months.

The work of the school leader is a twelve month position. Increasing the Board Stipend Frequency to the Board Evaluator(s) for Motivated Youth Academy's Director to twelve months will ensure year round support, guidance and coaching that will result in improvement throughout the school, including but not limited to staff satisfaction and performance, positive student outcomes, family engagement and increased collaboration with all educational partners.

The amount paid to each board evaluator would be \$450 per month for an additional three months.

#### **RECOMMENDATION:**

It is recommended the Board approve of the Stipend Frequency to the Board Evaluator(s) for Motivated Youth Academy's Director be increased to 12 months.

Fiscal Impact: \$2,700 (\$1,350 x 2 evaluators)

## Coversheet

# Approval of 2023-2024 Motivated Youth Academy Board Meeting Calendar and Schedule Revision

Section: VIII. Board Governance

Item: B. Approval of 2023-2024 Motivated Youth Academy Board Meeting

Calendar and Schedule Revision **Purpose: Submitted by:**Bill Dobson

**Related Material:** 

2023-24 Motivated Youth Academy Charter School Board Meeting Calendar and Schedule Revised 2023.08.01.pdf

#### **BACKGROUND:**

The 2023-24 Motivated Youth Academy Charter School Board Meeting Calendar and Schedule has been revised to reflect a change to add a necessary regularly scheduled meeting on August 17, 2023 prior to the start of the Track F 23/24 school year.

#### **RECOMMENDATION:**

It is recommended the Board approve the revised 2023-24 Motivated Youth Academy Charter School Board Meeting Calendar and Schedule.

Fiscal Impact: None



## 2023-24 Board Meeting Calendar and Schedule

9:00 am PST start time unless otherwise noted

Meeting Date	Agenda Topics
July 13, 2023 Study Session	Annual Board Evaluation Annual Director (Interim) and Board Goals Annual Director (Interim) Evaluation Planning
July 13, 2023 Regular Meeting	Marketing and Enrollment Update MY Plan Overview Reappointment of Board Member Terms (Larry Alvarado Exp 8/9/2023)
August 17, 2023 (If needed Regular Meeting)	*Regular Board Meeting will be held, if needed.
September 14, 2023 Regular Meeting	Unaudited Actuals (2022-23) // Due September 15 Budget/Fiscal Update 2022-23 Local Assessment Data Student Achievement Presentation Consolidated Application and Reporting System English Learner Master Plan Title 1 School-Parent Compact
October 12, 2023 Regular Meeting	Action Plan for the 2023/2024 Year School Safety Plan
November 9, 2023 Study Session	Board Manual & Bylaws Review
December 14, 2023 Regular Meeting	First Interim Budget // Due December 15 Appoint Audit Committee Multi-Tiered System of Supports (MTSS) SPSA & Title 1 Updates Policies - 5000 and 9000 series Audit Annual Organizational Meeting
January 11, 2024 Regular Meeting	Special Education Presentation 2022-23 State Assessment Data Student Achievement Presentation
February 8, 2024 Regular Meeting	LCAP Educational Partner Engagement Presentation State Budget Overview and Update 2024-25 Instructional Calendar 2024-25 Board Meeting Schedule (Discussion)
March 14, 2024 Regular Meeting	2024-25 Strategic Staffing Plan Second Interim Budget // Due March 15 Policies- 3000 & 4000 Series and Student Master Agreement Audit Firm Selection



## 2023-24 Board Meeting Calendar and Schedule

9:00 am PST start time unless otherwise noted

	2024-25 Board Meeting Schedule (Action)  Reappointment of Board Member Terms (William Hall, Pete Matz Exp 4/11/2023)										
April 11, 2024 Study Session	Annual Review Director (Interim) and CEO Contracts										
May 9, 2024 Regular Meeting	Principals - Year in Review Annual Director (Interim) Evaluation - (Discussion)) 2024/25 Employee Benefit Plans										
June 13, 2024 Regular Meeting	LCAP/Local Indicators Hearing Estimated Actuals and July Budget Presentation Year End Recap, Highlights, and Goals Presentation Policies - 1000 and 6000 Series, Parent/Student Handbook Property and Casualty Insurance Annual Director (Interim) Evaluation - (Action) Director (Interim) and CEO Contract - (Action)										
June 20, 2024 Regular Meeting	LCAP/Local Indicators, Estimated Actuals, Budget Overview for Parents, and July Budget (Action) Educator Protection Act (EPA) SELPA Master Contract										

First Reading: February 9, 2023 Board Approved:

### Coversheet

#### Consent - Education/Student Services

Section: IX. Consent

Item: A. Consent - Education/Student Services

Purpose: Vote

Submitted by:

Related Material: 2023-2025 MY Academy Kelvin Order Form.pdf

#### BACKGROUND:

The San Diego County Office of Education (SDCOE) Local Control and Accountability Plan (LCAP) reviewed the LCAP for schools in the county. SDCOE noticed many districts were searching for a climate and/or Social and Emotional Learning (SEL) survey and shared a free option to collect data funded through a state grant for two years.

Kelvin is an assessment platform that sends out quick, formative surveys to students, parents, and staff. It can be customized to Motivated Youth Academy's specific needs and is free for two years, with a discount price for the next 10 years. MYA staff reviewed the product with SDCOE's SEL Specialist and the vendor to research the impact of this product for MYA students, families and educational partners.

MYA believes Kelvin will provide real time data to improve student outcomes as will as improve data collection to assist in action planning needs.

The contract is for two-years effective July 1, 2023 - June 30, 2025.

The state grant provides for Basic Pulse - Unlimited Pulses for students and staff for free. This has an annual value of \$1500.00.

In addition to the free Basic Pulse tool MYA staff is recommending the purchase of:

- 1.) Family Pulse Unlimited Pulses for families at a cost of \$500.00 Annually for two years (Total Cost \$1000)
- 2.) Premium Pulse LCAP and Customized reporting at a cost of \$1,000.00 annually for two years (Total Cost \$2000)

RECOMMENDATION:

It is recommended the Board approve the two-year contract with Kelvin Education as presented.

Fiscal Impact: \$3000

## kelvin Order Form

Prepared for: Melissa Blitzstein

Kelvin Education, Inc. 300 Spectrum Center Drive, Suite 400 Irvine CA 92618 United States

MY Academy - Motivated Youth Academy 500 LaTerraza Blvd #150 EscondidoCA,92025

www.kelvin.education

Service Term: July 1, 2023 - June 30, 2025

Service or Product	Price	CalHOPE Grant	Unit	Annual fee (USD)
Year 1: 2023 - 2024				,
Basic Pulse - Unlimited Pulses for students and staff	\$1,500.00	-\$1,500.00	1	\$0.00
Family Pusle - Unlimited Pulses for families	\$500.00	\$0.00	1	\$500.00
Premium Pulse - LCAP and Customized reporting	\$1,000.00	\$0.00	1	\$1,000.00
				\$1,500.00
Year 2: 2024 - 2025				
Basic Pulse - Unlimited Pulses for students and staff	\$1,500.00	-\$1,500.00	1	\$0.00
Family Pusle - Unlimited Pulses for families	\$500.00	\$0.00	1	\$500.00
✓ Premium Pulse - LCAP and Customized reporting	\$1,000.00	\$0.00	1	\$1,000.00
				\$1,500.00
		Tot	al	\$3,000.00

Please provide us with a Purchase Order number if a fee is due.

Purchase Order Number

Questions or concerns? Please contact us at hello@kelvin.education

Promptly after the beginning of each Service Term, Kelvin will invoice, and Customer will pay, the Total Annual Fee listed for such Service Term. If Customer uses a Service for more than the Number of Students included in the Annual Fee for such Service as set forth above, then Customer will pay Kelvin an annual overage fee of \$3.00 per additional student ("Overage Fee"). In no event will use of a Service for less than the Number of Students set forth above reduce or negate the amount of the Annual Fee owed or paid to Kelvin. Kelvin will have the right to invoice Customer for any Overage Fee at any time after the applicable Number of Students is exceeded.

## kelvin

#### **SPECIAL TERMS:**

This Order form displays flat rate pricing for under 1000 student. If you exceed this amount, Kelvin Education, Inc, will recalculate your pricing structure to our standard pricing.

#### **GENERAL TERMS:**

This Order Form ("Order") is made effective as of the last date of signature below ("Effective Date") by and between Kelvin Education, Inc., a Delaware corporation ("Kelvin"), and the customer identified herein ("Customer"), and shall be governed pursuant to the terms and conditions of the Kelvin Education, Inc. Standard Terms and Conditions ("Standard Terms") available at https://kelvin.education/050219\_Standard\_Terms\_v1.pdf or at such alternate location as may be provided in the future, the Kelvin Education, Inc. Privacy and Student Data Security Policy ("Privacy Policy") available at https://kelvin.education/050219\_Privacy\_Policy\_v1.pdf or such other location as may be provided in the future, and any other agreement executed by and between Kelvin and Customer in connection herewith (collectively, with this Order and any addendum or exhibit hereto, the "Agreement"), which by this reference are incorporated as if fully set forth herein. Unless otherwise stated in this Order, all terms defined elsewhere in the Agreement shall have the same meaning in this Order.

The Agreement sets forth the terms and conditions by which Kelvin will make the services or products identified in this Order (each specific product or service, a "Service") available to the Customer. The Services Customer is subscribing to are listed in the table above. Customer will have access only to the Services listed in the table. A description of each Service is available at: https://kelvin.education/features/ The Agreement constitutes the entire understanding between Customer and Kelvin and is the final and entire expression of their agreement. The Agreement supersedes any and all prior written or oral discussions, proposals, RFPs, emails or other communications, and the parties expressly disclaim any reliance on any of the foregoing. Under no circumstances will the terms, conditions or provisions of any purchase order or other administrative document issued by Customer modify, alter or expand the rights, duties or obligations of the parties, regardless of any failure of Kelvin to separately object to such terms, provisions or conditions. In the event of any conflict between or terms of documents constituting the Agreement, the following order of priority will govern, except where the specific terms of a document provide otherwise: (i) the applicable Order and any addendum or exhibit thereto; (ii) the Privacy Policy; and (iii) the Standard Terms.

This Order may be executed in counterparts, may be executed using electronic signatures, and may be delivered by electronic means. If so executed and/or delivered, the Agreement will be equally binding as an original copy of the Agreement executed in ink by both parties.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT INCLUDING THIS ORDER AND ALL DOCUMENTS REFERENCED ABOVE, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. THE PERSON SIGNING BELOW FOR CUSTOMER REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS INCORPORATED HEREIN.

#### **AGREED**

MY Academy - Motivated Youth Academy

**Kelvin Education** 

Gigi Lenz

James Schneider

08 / 03 / 2023

07 / 26 / 2023

## EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

#### 1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and

Sacramento County Office of Ed ("Originating LEA") which is dated 05-10-2023 , to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed Exhibit "E" to Provider at the following email address:

hello@k	elvin.education .									
PROVIDER:  BY:  Printed Name:  2. Subscribing LEA  A Subscribing LEA, by sig General Offer of Privacy terms of this DPA for the and the Provider. **PRIC TO PROVIDER PURSUAN LEA:  BY:  Printed Name:  SCHOOL DISTRICT NAME DESIGNATED REPRESENT Name: Title: Address:	Kelvin Education, In	IC.	<del></del>							
BY:	James Schneider									
Printed Name:	James Schneider	Title/Position:	Chief Executive Officer							
2. Subscribing LEA										
General Offer of Privaterms of this DPA for and the Provider. **ITO PROVIDER PURSU	vacy Terms. The Subscribing LEA the term of the DPA between the	and the Provider she Sacramento Co BSCRIBING LEA MUS	nd by its signature below, accepts the all therefore be bound by the same unty Office of Ed  T DELIVER NOTICE OF ACCEPTANCE							
		Date:								
SCHOOL DISTRICT NA	AME:									
DESIGNATED REPRES	ENTATIVE OF LEA:									
Name:										
Title:										
Address:										
Telephone Number:										
Email:										

## kelvin

## **School Wellness Platform**

Kelvin is the best way to provide teachers and education leaders with actionable data that allows them to understand where their students and schools are thriving, and what needs work. One step at a time.

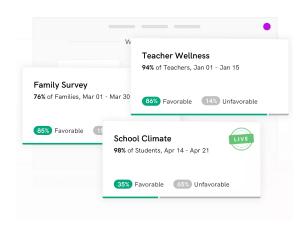


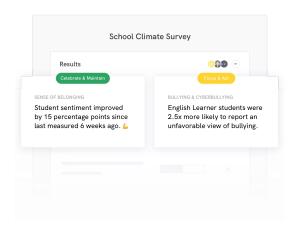
# Real-time check-ins for students, staff and families

Kelvin reaches your people where they're at with the tools they're already using—making it possible to weave automated feedback into your day-to-day practices. More consistency means more growth cycles and iteration.

## Ultimate design flexibility

Easy to customize to your evolving needs and context, so you can start small and go from there. You control what's asked, when and how surveys are delivered, who sees results, and what resources are matched to results.





## Turn insights into action

Maximize the transformative potential of your educational initiatives through our comprehensive suite of reporting tools. Using our reports, you can gain a holistic view of your site or district's performance, enabling data-driven decision-making and targeted interventions.

(Rev. October 2018) Department of the Treasury Internal Revenue Service

#### Request for Taxpayer **Identification Number and Certification**

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

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

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	Kelvin Education, Inc.	
on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
s.	single-member LLC	Exempt payee code (if any)
ž Š	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶	
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any)
Š	Other (see instructions)	(Applies to accounts maintained outside the U.S.)
Spe		and address (optional)
See	300 Spectrum Center Drive, Suite 400	
(i)	6 City, state, and ZIP code	
	Irvine, CA 92618	
	7 List account number(s) here (optional)	
Pa	Taxpayer Identification Number (TIN)	
	your firt in the appropriate box. The firt provided materials farme given on line i to avoid	curity number
resid	up withholding. For individuals, this is generally your social security number (SSN). However, for a cent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other ess, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	
-	<u></u>	identification number
	per To Give the Requester for guidelines on whose number to enter.	1 6 6 7 6 9 8
		-  1
Pai	t II Certification	
Unde	r penalties of perjury, I certify that:	
1. Th	e number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be iss	sued to me); and
Se	m not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been n rvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) larger subject to backup withholding; and	

- no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign	
Here	

Signature of U.S. person ▶

3/6/2023 Date ▶

### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise

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

#### **Purpose of Form**

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

• Form 1099-INT (interest earned or paid)

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

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

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

## Coversheet

## Consent - Personnel Services

Section: IX. Consent

Item: B. Consent - Personnel Services

Purpose: Vote

Submitted by:

Related Material: 261 Certificated Work Calendar 23-24 - 8.2023.pdf

185 Certificated Work Calendar 23-24 - 8.2023 (1).pdf 220 Certificated Work Calendar 23-24 - 8.2023.pdf 190 Certificated Work Calendar 23-24 - 8.2023.pdf 185 Classified Work Calendar 23-24 -8.23.pdf 220 Classified Work Calendar 23-24 -8.23.pdf 261 Classified Work Calendar 23-24 -8.23.pdf

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·																					
							Motiv	ated Youth Aca	demy   2023-20	24   CERTIFICA	TED WORK Y	EAR CALENDA	R (261)								
		JULY			20	21			AUGUST			23	23			SEPTEMBER			20		total comp days
M 3	Tu H	<b>W</b> 5	Th 6	<b>F</b> 7	Work Days	Comp Days	M	Tu 1	<b>W</b> 2	Th 3	F 4	Work Days	Comp Days	M	Tu	W	Th	F 1	Work Days	Comp Days	
10	11	12	13	14	4	5	7	8	9	10	11	4	5	Н	5	6	7	8	4	5	
17	18	19	20	21	5	5	14	15	16	17	18	5	5		12	13	14	15	5	5	
24	25	26	27	28	5	5	21	22	23	24	25	5	5		19	20	21	22	5	5	
31					1	1	28	29	30	31		4	4	25	26	27	28	29	5	5	
		COTODER		<u> </u>	00	00			NOVEMBER			40	40			DECEMBER	<u> </u>			44	
M	Tu	OCTOBER W	Th	F	22 Work Days	22 Comp Days	M	Tu	NOVEMBER W	Th	F	16 Work Days	19 Comp Days	M	Tu	DECEMBER W	Th	F	11 Work Days	14 Comp Days	-
2	3	4	5	6	5	5 Sump Days	IVI	- iu	1	2	3	3	3		Tu	**	- ""	1	1	1	
9	10	11	12	13	5	5	6	7	8	9	H	4	5	4	5	6	7	8	5	5	
16	17	18	19	20	5	5	13	14	15	16	17	5	5	11	12	13	14	15	5	5	
23	24	25	26	27	5	5	N	N	N	Н	Н	0	2		N	N	N	Н	0	1	
30	31				2	2	27	28	29	30		4	4	Н	N	N	N	Н	0	2	
		JANUARY			21	23			FEBRUARY			20	21			MARCH		1	18	21	
M	Tu	W	Th	F	Work Days	Comp Days	М	Tu	W	Th	F	Work Days	Comp Days	М	Tu	W	Th	F		Comp Days	
Н	2	3	4	5	4	5				1	2	2	2					1	1	1	
8	9	10	11	12	5	5	5	6	7	8	9	5	5	4	5	6	7	8	3	5	
Н	16	17	18	19	4	5	12	13	14	15	16	5	5		12	13	14	15	4	5	
22	23	24	25	26	5	5		20	21	22	23	4	5		19	20	21	22	5	5	
29	30	31			3	3	26	27	28	29		4	4	25	26	27	28	29	5	5	
		APRIL			21	13			MAY			22	23			JUNE			19	20	
М	Tu	W	Th	F	Work Days	Comp Days	М	Tu	w	Th	F	Work Days	Comp Days	М	Tu	W	Th	F	Work Days	Comp Days	
Н	2	3	4	5	4	1			1	2	3	3	3	3	4	5	6	7	5	5	
8	9	10	11	12	5	5	6	7	8	9	10	5	5	10	11	12	13	14	5	5	
15	16	17	18	19	5	0	13	14	15	16	17	5	5	17	18	H	20	21	4	5	
22 27	23 28	24	25	26	5	5	20 H	21 28	22 29	23 30	24 31	5	5	24	25	26	27	28	5	5	
<u> </u>									23	30	J.		J						,	Ů	
				HOLIDAYS:			•				Calendar Days	(M-F)		•	•	•	•			260	
			Independence	Day							Start Total Wo	rk Days								237	
-			Labor Day								Total Holidays						1	_	1	14	
1	441	11/10/23 23 - 11/24/2023	Veterans Day	)av + Eridav ofto	ar Thankenivina													+	1		
		2/23 + 12/25/23									1							<b>†</b>	1		
		2023 + 1/1/2024	New Year's Ev	e/Day (Observe																	
-		2/10/24	Martin Luther R	King Jr.																	
2/19/24   Presidents Day 4/1/24   Cesar Chavez Day																					
5/27/24 Memorial Day																					
		7/3/23; 8/28/23	Juneteenth First Days of T	rack E and Trac	k F														+		
		4/8/24, 6/3/24																			
12 month cales	dar assignments	are 237 work da	ave nius 14 naid	holidays naid o	ver 12 months	1					L	1				1		1			
Employee must	t be in paid statu	s before and afte	er the date of the	e holiday in order	r to be eligible for	holiday pay.															
Assignment sta	art and end dates	are dependent of											In						•		
75% - last day t	to start is Octobe	er 3, 2023								1	1	1	Board Approved	1:			1				

							Motiva	ted Youth Aca	demy   2023-20	24   CERTIFICA	ATED WORK Y	EAR CALENDA	AR (185)								
		JULY			0	0			AUGUST			9	9			SEPTEMBER			20	21	
M	Tu	W	Th	F	Work Days	Comp Days	М	Tu	w	Th	F	Work Days	Comp Days	М	Tu	W	Th	F	Work Days	Comp Days	<b>└</b>
N N	H N	N N	N N	N N	0		N	N N	N N	N N	N N	0	0	н	5	6	7	8	1	1	<del> </del>
N N	N N	N N	N N	N N	0		N N	N N	N N	N N	N N	0	0	11	12	13	14	15		5	1
N	N N	N	N	N	0		21	22	23	24	25	5	5	18	19	20	21	22		5 5	
N							28	29	30	31		4	4	25	26	27	28	29		5 5	
		OCTOBER			22	22			NOVEMBER			16	19			DECEMBER			11	14	4
M 2	Tu	<b>W</b>	<b>Th</b> 5	<b>F</b>	Work Days	Comp Days	М	Tu		<b>Th</b> 2	F 3	Work Days	Comp Days	М	Tu	W	Th	F 1	Work Days	Comp Days	<del>                                     </del>
9	<b>3</b>	11	12	13	5	5	6	7	8	9	H H	3	3	4	5	6	7	8		1 1	├──
16	17	18	19	20	5	5	13	14	15	16	17	5	5	11	12	13	14	15		5 5	
23	24	25	26	27	5	5	N N	N N	N N	H	H	0	2	N	N N	N N	N N	H	,	1	
30	31				2	2	27	28	29	30		4	4	Н	N	N	N	Н	(	2	
																					<u> </u>
		JANUARY			21	23		_	FEBRUARY		_	20	21		-	MARCH			21	21	4
M H	<b>Tu</b> 2	<b>W</b>	Th 4	<b>F</b> 5	Work Days	Comp Days	M	Tu	W	Th 1	<b>F</b> 2	Work Days	Comp Days	M	Tu	W	Th	F 1	Work Days	Comp Days	1
8	9	10	11	12	5	5	5	6	7	8	9	5	5	4	5	6	7	8		5	1
H	16	17	18	19	4	5	12	13	14	15	16	5	5	11	12	13	14	15		5 5	
22	23	24	25	26	5	5	Н	20	21	22	23	4	5	18	19	20	21	22	Ę	5	
29	30	31			3	3	26	27	28	29		4	4	25	26	27	28	29		5 5	ļ
		APRIL			17	18			MAY			22	23			JUNE			10	11	
м	Tu	W	Th	F	Work Days	Comp Days	М	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	l F	Work Days	Comp Days	<del>                                     </del>
H	N N	N	N	N	Work Days	1		10	1	2	3	3	3	3	4	5	6	7	Work Days	5 5	t
8	9	10	11	12	5	5	6	7	8	9	10	5	5	10	11	12	13	14	5	5 5	
15	16	17	18	19	5	5	13	14	15	16	17	5	5	N	N	Н	N	N	(		
22	23	24	25	26	5	5	20	21	22	23	24	5	5	N	N	N	N	N	(	0	1
27	28				2	2	Н	28	29	30	31	4	5						-	0	
		<u> </u>		HOLIDAYS:							Calendar Days	(M-E)	l	<u> </u>		1	1			260	
		7/4/23	Independence								Start Total Wo									190	
		9/4/23									Total Holidays									14	
			Veterans Day								Non Work Day	s to be Planted								5	
					er Thanksgiving						End Total Wor	k Days							_	185	1
				e + Christmas Da ve/Day (Observe					1										1		
	12/23/2	1/15/24	Martin Luther I	King Jr.	,,,																
		2/19/24	Presidents Da	IV L Dov																	
4/1/24 Cesar Chavez Day 5/27/24 Memorial Day																					
6/19/24 Juneteenth 7/3/23; 8/28/23 First Days of Track E and Track F																					
		4/8/24, 6/3/24		rack E and Tra															+		<del>                                     </del>
					over 12 months der to be eligible f																-
ssignment star	rt and end date	s are dependent			rei in ne eiidinie i	ioi nulluay pay.															
CO/ look double	o start is Octob	er 3, 2023											Board Approve	d:							

							Motiv	ated Youth Aca	ademy   2023-20	24   CERTIFIC	ATED WORK Y	EAR CALENDA	R (220)							
		JULY			20	20			AUGUST			23	23			SEPTEMBER			20	21
M	Tu	W	Th	F	Work Days	Comp Days	М	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
<b>3</b>	11	5 12	6 13	7 14	4	4	7	8	9	3 10	4 11	4	4	Н	5	6	7	8	1	1
17	18	19	20	21	5	5	14	15	16	17	18	5	5	11	12	13	14	15	-	5
24	25	26	27	28	5	5	21	22	23	24	25	5	5	18	19	20	21	22	5	5
31	20				1	1	28	29	30	31		4	4	25	26	27	28	29	5	5
		OCTOBER			22	22			NOVEMBER			16	19			DECEMBER			11	14
M	Tu	W	Th	F	Work Days	Comp Days	М	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
2	3	4	5	6	5	5		7	1	2	3	3	3		_		7	1	1	1
9	10	11	12	13	5	5	6	7	8	9	H 47	4	5	4	5	6	7	8	5	5
16 23	17 24	18 25	19 26	20 27	5	5	13 N	14 <b>N</b>	15 <b>N</b>	16 H	17 <b>H</b>	5	5	11 N	12 N	13 N	14 N	15 H	5	5
30	31	20	20		2	2	27	28	29	30		4	4	Н	N	N	N	H	0	2
		JANUARY			21	23			FEBRUARY			20	22			MARCH		•	21	21
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
H	2	3	4	5	4	5				1	2	2	3					1	1	1
8	9	10	11	12	5	5	5	6	7	8	9	5	5	4	5	6	7	8	5	5
H	16	17	18	19	4	5	12	13	14	15	16	5	5	11	12	13	14	15	5	5
22 29	23 30	24	25	26	5	5	<b>H</b> 26	20 27	21 28	22 29	23	4	5	18 25	19 26	20 27	21 28	22 29	5	5
29	30	31			3	3	26	2/	28	29		4	4	25	26	27	28	29	5	5
		APRIL	l .		17	18			MAY		L	22	23			JUNE			19	20
М	Tu	W	Th	F	Work Days	Comp Days	М	Tu	W	Th	F	Work Days	Comp Days	М	Tu	W	Th	F	Work Days	Comp Days
Н	N	N	N	N	0	1			1	2	3	3	3	3	4	5	6	7	5	5
8	9	10	11	12	5	5	6	7	8	9	10	5	5	10	11	12	13	14	5	5
15	16	17	18	19	5	5	13	14	15	16	17	5	5	17	18	H	20	21	4	5
22	23	24	25	26	5	5	20	21	22	23	24	5	5	24	25	26	27	28	5	5
29	30				2	2	Н	28	29	30	31	4	5						0	0
				HOLIDAYS:							Colondor D	(M.F)	1		l .	l	1	1		200
		7///22	Independence								Calendar Days Start Total Wo									260 246
		9/4/23	Labor Day	Dαγ					1		Total Holidays									14
									1			s to be Planted								12
	11/	23 - 11/24/2023	Thanksgiving [	Day + Friday afte	er Thanksgiving						End Total Wor									220
	12/2	2/23 + 12/25/23	Christmas Eve	e + Christmas Da	ay															
-	12/29/2	2023 + 1/1/2024	New Year's Ev Martin Luther h		d)				<del> </del>		+						+	<del>                                     </del>		
			Presidents Day						1		<u> </u>		1				1			
	4/1/24 Cesar Chavez Day																			
5/27/24 Memorial Day 6/19/24 Juneteenth									1		+		1				1		+	
7/3/23; 8/28/23 First Days of Track E and Track F																				
		4/8/24, 6/3/24		rack E and Trac				_												
12 month calend	dar assignment	s are 220 work d	lavs nlus 14 nai	id holidays paid	over 12 months						1				1		1	1	1	
Employee must	be in paid statu	us before and aft	er the date of th	he holiday in ord	er to be eligible f	or holiday pay.														
		s are dependent	on the program	١.									Doord A	al.						
75% - last day to	SIAR IS UCTOB	ei 3, 2023									1		Board Approve	u.			1			

							Motiv	ated Youth Aca		24   CERTIFIC	ATED WORK Y									
		JULY			0	1		T =	AUGUST			14	14			SEPTEMBER			20	21
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	М	Tu	W	Th	F	Work Days	Comp Days
N N	H N	N N	N N	N N	0	1	N	N N	N N	N N	N N	0	0	Н	_		7	8	1	1
N N	N N	N N	N N	N N		0	14	15	16	17	18	0		11	5 12	6 13	14	15		5
N N	N N	N N	N	N		0	21	22	23	24	25	5	5	18	19	20	21	22		5 5
N	N N	IN	IN .	N		0	28	29	30	31	25	5	3	25	26	27	28	29		5 5
.,							20	23	50	31		7	1	23	20		20	23	`	, ,
		OCTOBER			22	22			NOVEMBER		•	16	19			DECEMBER			9	15
M	Tu	W	Th	F	Work Days	Comp Days	М	Tu	W	Th	F	Work Days	Comp Days	М	Tu	W	Th	F	Work Days	Comp Days
2	3	4	5	6	5	5			1	2	3	3	3					1	1	2
9	10	11	12	13	5	5	6	7	8	9	Н	4	. 5	4	5	6	7	8	4	5
16	17	18	19	20	5	5	13	14	15	16	17	5	5	11	12	13	14	15	4	5
23	24	25	26	27	5	5	N	N	N	Н	Н	0	2	N	N	N	N	Н	(	1
30	31				2	2	27	28	29	30		4	4	Н	N	N	N	Н	(	2
		JANUARY			21	23			FEBRUARY			20	21			MARCH			18	23
М	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	М	Tu	w	Th	F	Work Days	Comp Days
Н	2	3	4	5	4	5				1	2	2	2					1	1	3
8	9	10	11	12	5	5	5	6	7	8	9	5	5	4	5	6	7	8	3	5
H	16	17	18	19	4	5	12	13	14	15	16	5	5	11	12	13	14	15	- 4	5
22	23	24	25	26	5	5	Н	20	21	22	23	4	5	18	19	20	21	22		5
29	30	31			3	3	26	27	28	29		4	4	25	26	27	28	29		5
		APRIL			17	19			MAY	ļ		22	23			JUNE			10	10
М	Tu	w	Th	F	Work Days	Comp Days	М	Tu	l w	Th	F	Work Days	Comp Days	М	Tu	W	Th	F	Work Days	Comp Days
Н	N	N	N	N		1			1	2	3	3	3	3	4	5	6	7		5 5
8	9	10	11	12	5	5	6	7	8	9	10	5	5	10	11	12	13	14		5 5
15	16	17	18	19	5	5	13	14	15	16	17	5	5	N	N	Н	N	N	(	0
22	23	24	25	26	5	5	20	21	22	23	24	5	5	N	N	N	N	N	(	0
27	28				2	3	Н	28	29	30	31	4	5						(	0
				HOLIDAYS:							Calendar Days									260
			Independence I	Day					1		Start Total Wo							ļ		194
		9/4/23							<b>.</b>		Total Holidays							ļ		14
		11/10/23							1			s to be Planted								4
					er Thanksgiving				1		End Total Worl	k Days	1	_		1			1	190
		2/23 + 12/25/23	Christmas Eve New Year's Eve	+ Christmas Da					1		+	-	1		-	+			+	1
	12/29/2		Martin Luther K		u,				1		1							<u> </u>	1	
		2/19/24	Presidents Day	/																
	4/1/24 Cesar Chavez Day										+	-	<b> </b>		-	-	-		+	1
	5/27/24 Memorial Day 6/19/24 Juneteenth										+					+			+	
7/3/23; 8/28/23 First Days of Track E and Track F																				
4/8/24, 6/3/24 Last Days of Track E and Track F																				
12 month calond	month calendar assignments are 190 work days plus 14 paid holidays paid over 12 months.										1		1			1			1	
Employee must l						for holiday pay.														
Assignment start		s are dependent																		
										ı	1	1	Board Approve	d:			I			

							Mot	ivated Youth A	cademy   2023-2	2024   CLASSII	FIED WORK YE	AR CALENDAR								
М	Tu	JULY W	Th	F	0 Work Days	20 Comp Days	М	Tu	AUGUST W	Th	l F	9 Work Days	23 Comp Days	М	Tu	SEPTEMBER	Th	F	20 Work Days	21 Comp Days
N	H	N	N N	N N	Work Days	Comp Days	IVI	N	N	N N	N N	WOIK Days	Comp Days	IVI	ı u	VV	In	1	Work Days	Comp Days
N	N N	N	N	N	0	- 5	N	N	N	N	N	0	5	Н	5	6	7	8	1	5
N	N N	N	N	N	0	5	N N	N	N	N	N	0	5	11	12	13	14	15		5 5
N	N	N	N	N	0	5	21	22	23	24	25	5	5	18	19	20	21	22		5 5
N					0	1	22	29	30	31		4	. 4	25	26	27	28	29		5 5
		OCTOBER			22	22			NOVEMBER			16	19			DECEMBER			9	15
М	Tu	W	Th	F	Work Days	Comp Days	М	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
2	3	4	5	6	5	5			1	2	3	3	3					1	1	. 2
9	10	11	12	13	5	5	6	7	8	9	Н	4	. 5	4	5	6	7	8	4	5
16	17	18	19	20	5	5	13	14	15	16	17	5	5	11	12	13	14	15	4	5
23	24	25	26	27	5	5	N	N	N	Н	Н	0	2	N	N	N	N	Н		4 1
30	31				2	2	27	28	29	30		4	. 4	Н	N	N	N	Н	(	. 2
		JANUARY		l	21	23		l	FEBRUARY		1	20	22		l	MARCH	l	1	18	23
М	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	l F	Work Days		М	Tu	W	Th	F	Work Days	
H	2	3	4	5	A VOIR Days	5		i u	**	1	2	vvoik bays	Oomp Days	141	, iu			1	Work Days	3
8	9	10	11	12	5	5	5	6	7	8	9	5	5	4	5	6	7	8		3 5
Й	16	17	18	19	4	5	12	13	14	15	16	5	5	11	12	13	14	15		5
22	23	24	25	26	5	5	Н	20	21	22	23	4	. 5	18	19	20	21	22		5 5
29	30	31			3	3	26	27	28	29		4	4	25	26	27	28	29		5
		APRIL			14	22			MAY			22	20			JUNE			6	0
М	Tu	W	Th	F	Work Days	Comp Days	M	Tu	w	Th	F	Work Days	Comp Days	М	Tu	w	Th	F	Work Days	Comp Days
H	N	N	N	N	0	5			1	2	3	3	5	3	4	5	6	7		0
8	9	H	Н	H	2	2	6	7	8	9	10	5	5	10	N	N	N	N	1	0
15	16	17 24	18	19 26	5	5	13 20	14 21	15 22	16 23	17 24	5	5	N N	N N	H N	N N	N N	(	0
22 29	23 30	24	25	20	2	5	20 <b>H</b>	28	29	30	31	3	3	N	N	N	N	N N	(	1 0
23	30					5		20	23	30	31	4		14		14				<del>                                     </del>
			<u> </u>	HOLIDAYS:	<u> </u>						Calendar Days	(M-F)	1	1	1	1	1		1	260
		7/4/23	Independence [						l		Start Total Wo									190
		9/4/23									Total Holidays									14
		11/10/23										s to be Planted								5
		23 - 11/24/2023			er Thanksgiving						End Total Worl	k Days								185
	12/2:	2/23 + 12/25/23	Christmas Eve	+ Christmas Da	ay						1					1			1	
	12/29/2		New Year's Eve Martin Luther K		d)				-		+					+		-	-	+
			Presidents Day						1		1					1		<u> </u>		<del>                                     </del>
		4/1/24	Cesar Chavez I																	
	5/27/24 Memorial Day										1							1		┼──┦
	6/19/24 Juneteenth 7/3/23; 8/28/23 First Days of Track E and Track F										<del>                                     </del>							<u> </u>		+
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## Coversheet

## Consent - Policy Development

Section: IX. Consent

Item: C. Consent - Policy Development

Purpose: Vote
Submitted by: Bill Dobson

**Related Material:** 

Redlined Copy of 2022 MYA-6010-INDEPENDENT-STUDY-POLICY YMC Template (4869-4101-1 005.v2).pdf

6010 INDEPENDENT STUDY POLICY 2023.pdf

#### **BACKGROUND:**

MYA Board Policy 6010 - Independent Study Policy - was reviewed by the law firm of Young, Minney & Corr. Based on changes in the law and new interpretations of the law, YMC recommended the revisions seen in the redline document.

The recommendations have been incorporated into the revised policy.

#### RECOMMENDATION:

It is recommended the Board approve the adoption of the revised MYA Board Policy 6010 - Independent Study Policy.

Fiscal Impact: None.

Board Policy #: [INSERT]
Adopted/Ratified: [INSERT]
Revision Date: [INSERT]

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# Motivated Youth Academy (hereinafter, "MYA") offers [INSERT SCHOOL LETTERHEAD]

#### **INDEPENDENT STUDY POLICY**

Motivated Youth Academy ("MYA" or "Charter School") shall offer independent study to meet the educational needs of students enrolled in MYA. Independent study is an optional alternative education program in which no student may be required to participate and is designed to teach the knowledge and skills of the core curriculum. MYA shall provide appropriate existing services and resources to enable students to complete their independent study successfully. The following written policies have been adopted by the MYA Board of Directors for implementation at the Charter School:



- 1. For students in all grade levels offered by MYA, the maximum length of time that may elapse between the time an assignment is made and the date by which the students must complete the assigned work shall be twenty (20) school days.
- 2. MYA shall provide content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by MYA for graduation and approved by the UC or CSU as credible under the A-G admissions criteria.
- 3. An evaluation shall be completed by the Executive Director or designee to determine whether it is in the best interests of the student to remain in independent study underupon the following eireumstancestriggers:
  - a. When any pupil fails to complete ten (10) graded assignments during any period of twenty (20) school days.
  - b. In the event that a student's educational progress falls below satisfactory levels as determined by MYA's Attendance Policy which considers ALL of the following indicators<sup>1</sup>:¶

MOTIVATED YOUTH ACADEMY PAGE 1 of 7

<sup>&</sup>lt;sup>1</sup> Please see MYA's Attendance Policy for evaluation methods.

- i. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and student engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
- ii. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments.
- iii. Learning required concepts, as determined by the supervising teacher.
- iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

- 4. Regular attendance is critical to the success of all students. Attendance is defined as 'a student is engaged in educational activities required of them by the school, on days when school is actually taught. (5 C.C.R. 11960(a).) Further MYA may claim apportionment credit for independent study only to the extent of the time value of student work products, as personally judged by a MYA certificated employee, or Each schoolday is determined as follows: by the combined time value of student work product and Student participation in synchronous instruction.
- 5. Motivated Youth Academy utilizes an Independent Study model, which is a non-classroom-based instructional program. Attendance is calculated based on the work completed by the student and submitted by the due dates established in the Independent Study Master Agreement. The assigned Teacher of Record ("TOR") assesses the student's work to determine whether the work completed constitutes a full day of attendance. When determining the time value of a student's work, the teacher will consider each student individually and may adjust the assignments accordingly.
- 6. The Charter School has adopted tiered reengagement strategies—as outlined in its Attendance Policy\* for the following pupils:
  - a. All students who are not generating attendance for more than three (3) school days or 60% of the instructional days in a school week, or ten (10) percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;

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b. Students found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than the greater of three school days or 6050 percent of the scheduled daystimes of synchronous instruction in a school month as applicable by grade span; or

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e. Students who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include, but are not necessarily limited local programs intended to, address chronic absenteeism, as applicable, with at least all of the following:

- a. Following one violation of the attendance requirements, described above, the Charter School will verify current contact information for the student and parent/guardian, and the Charter School will issue an Initial Truancy Nothication and Warning which will notify the parent/guardian of the student's lack of participation within one (1) school day of the recording of a non-attendance day or lack of participation.
- b. A second violation of Charter School attendance requirements will result in a Second Truancy Notification and Attendance Contract Warning and a plan for outreach from the Charter School to determine student needs, including connection with health and social services as necessary.
- c. A third violation of Charter School attendance requirements will result in a Third Truancy Notification and Issuance of Attendance Contract. Students who are issued an attendance contract are required to meet with their teacher of record to discuss supports and interventions that can lead to expected school attendance at MYA.s.
- d. A fourth violation of school attendance requirements and/or the terms and conditions of the attendance contract will result in a Fourth Truancy Notification and Violation of Attendance Contract. A fourth truancy and violation of an attendance contract requires a Student-Parent-Educator Conference ("Conference"), which will include all individuals who signed the student's Master Agreement, including, but not limited to the student, the parent/guardian, and teacher(s), and may also involve the Executive Director or designee to reconsider the independent study program's impact on the student's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.

MOTIVATED YOUTH ACADEMY

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- e. Following a fifth violation of school attendance requirements, including failure to respond to the Fourth Truancy Notification or failure to participate in the Student-Parent-Educator Conference, the student's educational progress shall be deemed to fall below satisfactory levels, which shall trigger the Evaluation After Missed Assignments and Evaluation of Educational Progress. A Fifth Truancy Notification and Referral for Evaluation shall be issued. The purpose of the Evaluation is to determine whether it is in the student's best interest to remain in independent study.
- f. If, following the Evaluation, it is determined that it is not in the best interest of the student to remain enrolled in independent study, the student may be involuntarily removed from the program. Student removal from the school will be in accordance with the student involuntary removal process outlined in the Attendance Policy. The student shall be issued the Notice of Student Attendance Review Evaluation Findings and Notice of Involuntary Student Withdrawal.
- g. Additional steps or meetings may be held for pupils that have a section 504 Plan or an Individualized Education Program ("IEP") (as applicable).(Please see the Attendance Policy.) Verification of current contact information for each enrolled pupil;
- h. Notification to parents or guardians of lack of participation within one (1) school day of the recording of a non-attendance on attendance day or lack of participation;
- i. A plan for outreach from the school to determine pupil needs, including connection with health and social services as necessary; and \( \Pi \)
- j. A clear standard for requiring a student-parent educator conference to review a student's written agreement, and reconsider the independent study program's impact on the student's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.
- 7. The following plan shall be in place in accordance with Education Code Section 51747(e):) for synchronous instruction and live interaction:
  - a. For students in transitional kindergarten through grade three (3), inclusive, the plan to provide opportunities for daily synchronous instruction for all students throughout the school year by each student's teacher or teachers of record shall be as follows: Daily synchronous activity will be online, in person and with group or one-to-one instruction.

MOTIVATED YOUTH ACADEMY

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- b. For pupils in grades 4-8, inclusive, the plan to provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of MYA and at least weekly synchronous instruction for all pupils throughout the school year by each student's assigned supervising teacher or teachers of record shall be as follows: daily check in through online, phone, text message, or email. Weekly synchronous activity will be online, in person and with group or one-to-one instruction.
- c. For students in grades 9-12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher or teachers of record shall be as follows: Weekly synchronous activity will be online, in person and with group or one-to-one instruction.
- 8. The following plan shall be utilized to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days: The withdraw form will be sent to the parent or guardian of the pupil or adult student within 24 hours (on business days) of the request. Within four (4) business days of receiving the signed form, MYA will prepare withdraw documents (including exit grades) and send them to the parent/guardian or adult student.

A current written agreement shall be maintained on file for each independent study student, including but not limited to, all of the following:

- a. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent or guardian regarding a student's academic progress.
- b. The objectives and methods of study for the student's work, and the methods utilized used to evaluate that work.
- c. The specific resources, including materials and personnel whichthat will be made available to the student. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
- d. A statement of the policies adopted herein, pursuant to Education Code Section 57147, subdivisions (a) and (b), regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed prior tobefore an evaluation of whether or not the student should be allowed to continue in independent study.

MOTIVATED YOUTH ACADEMY

PAGE 5 OF

- e. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement.
- f. No independent study agreement shall be valid for any period longer than twosemesters, or one year for aone school on a year-round calendar.
- g. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate in the case of a student who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.
- i. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- j. For a student participating in an independent study program, each written agreement shall be signed, prior tobefore the commencement of independent study, by the student, the student's parent, legal guardian, or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student the certificated employee designated as having responsibility for the special education programming of the student, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
  - Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their

MOTIVATED YOUTH ACADEMY

INDEPENDENT STUDY POLICY

acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000 of Division 7 of Title 2 of the California Code of Regulations), are satisfied.

For the 2021–22 school year only, the Charter School shall obtain a signed written agreement for an independent study program of any length of time no later than 30 days after the first day of instruction in an independent study program or October 15, whichever date comes later

- 9. MYA shall comply with the Education Code 51745 through 51749.3 and the provisions of MYA's the Charter School Act of 1992 and the State Board of Education regulations adopted thereunder.
- 10. The Executive Director may establish regulations to implement these policies in accordance with the law.

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MOTIVATED YOUTH ACADEMY

INDEPENDENT STUDY POLICY

#### INDEPENDENT STUDY POLICY

Motivated Youth Academy ("MYA" or the "Charter School") offers independent study to meet the educational needs of students enrolled in MYA. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. MYA shall provide appropriate existing services and resources to enable students to complete their independent study successfully.

The following written policies have been adopted by the Board of Directors for implementation at MYA:

- 1. For students in all grade levels offered by MYA, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be twenty (20) school days.
- 2. MYA shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by MYA for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.
- 3. Regular attendance is critical to the success of all students. Attendance is defined as "a student is engaged in educational activities required of them by their charter schools, on days when school is actually taught in their charter schools. (5 C.C.R. 11960(a).)"
  - Motivated Youth Academy utilizes an Independent Study model, which is a nonclassroom-based instructional program. Attendance is calculated based on the work completed by the student and submitted by the due dates established in the Independent Study Master Agreement. The assigned Teacher of Record ("TOR") assesses the student's work to determine whether the work completed constitutes a full day of attendance. When determining the time value of a student's work, the teacher will consider each student individually and may adjust the assignments accordingly.
- 4. An evaluation shall be completed to determine whether it is in the best interests of the student to remain in independent study under the following circumstances:
  - a. When any pupil fails to complete 10 graded assignments during any period of twenty (20) school days.
  - b. In the event that a student's educational progress falls below satisfactory levels as determined by MYA's Attendance Policy which considers ALL of the following indicators:
    - i. The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of

**Motivated Youth Academy** 

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Policy Adopted: October 10, 2019 Policy Revised: month, day, year

#### INDEPENDENT STUDY POLICY

- pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
- ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
- iii. Learning required concepts, as determined by the supervising teacher.
- iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

- 5. MYA has adopted tiered reengagement strategies as outlined in its Attendance Policy for the following pupils:
  - a. All pupils who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;
  - b. Pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or
  - c. Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

- a. Verification of current contact information for each enrolled pupil;
- b. Notification to parents or guardians of lack of participation within one school day of the recording of a non-attendance day or lack of participation;
- c. A plan for outreach from the school to determine pupil needs including connection with health and social services as necessary;
- d. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.

Motivated Youth Academy Page 2 of 5

Policy Adopted: October 10, 2019 Policy Revised: month, day, year

#### INDEPENDENT STUDY POLICY

6. The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction:

- a. For pupils in transitional kindergarten through grade 3, inclusive, the plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows: Daily synchronous activity will be online, in person and with group or one-to-one instruction.
- b. For pupils in grades 4-8, inclusive, the plan to provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of MYA and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows: daily check in through online, phone, text message, or email. Weekly synchronous activity will be online, in person and with group or one-to-one instruction.
- c. For pupils in grades 9-12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows: Weekly synchronous activity will be online, in person and with group or one-to-one instruction.
- 7. A current written agreement shall be maintained on file for each independent study student, including but not limited to, all of the following:
  - a. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
  - b. The objectives and methods of study for the student's work, and the methods utilized to evaluate that work.
  - c. The specific resources, including materials and personnel, which will be made available to the student. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
  - d. A statement of the policies adopted herein, pursuant to Education Code Section 57147, subdivisions (a) and (b), regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.
  - e. The duration of the independent study agreement, including beginning and ending dates for the student's participation in independent study under the agreement.
    - i. No independent study agreement shall be valid for any period longer than one school year.

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f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.

- g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health support.
- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.
- For a pupil participating in an independent study program that is scheduled for more than 14 school days, each written agreement shall be signed, prior to the commencement of independent study, by the student, the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. Beginning in the 2022–23 school year, for a pupil participating in an independent study program that is scheduled for less than 15 school days, each written agreement shall be signed within 10 school days of the commencement of the first day of the pupil's enrollment in independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
  - i. Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the

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same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

8. The following plan shall be utilized to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days: The withdraw form will be sent to the parent or guardian of the pupil or adult student within 24 hours (on business days) of the request. Within four (4) business days of receiving the signed form, MYA will prepare withdraw documents (including exit grades) and send them to the parent/guardian or adult student.

MYA shall comply with the Education Code Sections 51745 through 51749.3 and the provisions of MYA's Act and the State Board of Education regulations adopted thereunder.

The Executive Director may establish regulations to implement these policies in accordance with the law.

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