



## MY Academy

### Regular Meeting of the Board of Directors

Published on June 7, 2024 at 9:59 PM PDT

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#### Date and Time

Thursday June 13, 2024 at 9:00 AM PDT

#### Location

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

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

Dial by your location

+1 213 338 8477 US (Los Angeles)

+1 669 900 6833 US (San Jose)

Meeting ID: 816 128 9676

<https://us06web.zoom.us/j/8161289676?omn=83711395140>

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#### 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

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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
<b>I. Opening Items</b>			<b>9:00 AM</b>
<b>A.</b> Call the Meeting to Order		Board President	1 m
<b>B.</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			
<b>II. Pledge of Allegiance</b>			<b>9:02 AM</b>
<b>A.</b> Led by Board President or designee.		Board President	1 m
<b>III. Land Acknowledgement</b>			<b>9:03 AM</b>
<b>A.</b> Land Acknowledgment	FYI	Gigi Lenz	1 m
<b>IV. Approve/Adopt Agenda</b>			<b>9:04 AM</b>
<b>A.</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 June 13, 2024.			
Roll Call Vote:			
William Hall			
Michael Humphrey			

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

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

<b>A.</b>	Minutes of the Regular Meeting of the Board of Directors that was held on May 9, 2024	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 _____	

**VI. 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.

**VII. Correspondence/Proposals/Reports****9:06 AM**

<b>A.</b>	Annual Goals 2023-2024 Motivated Youth Academy, Presented by Bill Dobson, Interim Director	FYI	Bill Dobson	2 m
<b>B.</b>	School Highlights, Presented by Bill Dobson, Interim Director	Discuss	Bill Dobson	4 m
<b>C.</b>	2023-2024 Celebrations, Presented by Gigi Lenz, Operations and Program Manager	FYI	Gigi Lenz	4 m

	Purpose	Presenter	Time
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**VIII. Consent****9:16 AM**

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

**A. Consent - Business/Financial Services** 1 m

1. Check Register - May 2024
2. Approval of Charter School Development Center (CSDC) Membership Rate Increase (Renewal)
3. Approval of Hatch & Cesario, Attorneys-at-Law, 2024-2025 Legal Services Agreement (Renewal)
4. Approval of Document Tracking Services (DTS) Services Agreement (Renewal)

**B. Consent - Education/Student Services** 1 m

1. Approval of 2024-2025 Student and Educational Rights Holder Handbook (Revision)

**C. Consent - Personnel Services** 1 m

1. Approval of Certificated Personnel Report
2. Approval of Classified Personnel Report
4. Approval of NFP Property and Casualty Insurance Proposal for 2024-2025 (Renewal)
3. Approval of Job Descriptions

**D. Consent - Policy Development** 1 m

Vote

Board President

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**

MYA 1020 - School Sponsored Field Trips &amp; Cultural Excursions Policy

MYA 1025 - UCP Policy &amp; Complaint Form

MYA 1030 - COVID-19 Safe Reopening and Operation of Schools Policy

MYA 1035 - Access to Public Records Policy

MYA 1112 - Media Communications Policy

	Purpose	Presenter	Time
<b>5000 Series - Student Services</b>			
MYA 5000 - Student Services Concepts and Roles			
MYA 5010 - Educational Records and Student Information Policy			
MYA 5015 - Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy			
MYA 5020 - Suicide Prevention Policy			
MYA 5030 - Immunization Policy			
MYA 5035 - Student Freedom of Speech and Expression Policy			
MYA 5045 - Acceptable Use Policy			
MYA 5050 - Academic Integrity Policy			
MYA 5060 - Acceleration Policy			
MYA 5070 - Transgender and Gender Nonconforming Student Nondiscrimination Policy			
MYA 5075 - Transcripts From Non-Accredited Schools Policy			
MYA 5085 - Communicable, Contagious, Or Infectious Disease Prevention Policy			
MYA 5110 - Cell Phones, Smartphones, Pagers & Other Electronic Signaling Device Policy			

**6000 Series - Instruction**

MYA 6115 - Attendance 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

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

<b>IX.</b>	<b>Business/Financial Services</b>			<b>9:20 AM</b>
<b>A.</b>	Approval of Proposition 28: Arts and Music in Schools Funding (AMS), 2023-2024 Annual Report	Vote	Bill Dobson	3 m

	Purpose	Presenter	Time
	<p>It is recommended the Board approve the Proposition 28: Arts and Music in Schools Funding (AMS), 2023-2024 Annual Report as presented for Motivated Youth Academy (#1628).</p> <p><b>Fiscal Impact:</b> 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>B.</b>	Approval of Professional Development Proposal for the 2024-2025 School Year by Dr. Jamila Dugan	Vote Bill Dobson	3 m
	<p>It is recommended the Board approve the Professional Development Proposal for the 2024-2025 school year by Dr. Jamila Dugan for Motivated Youth Academy (#1628).</p> <p><b>Fiscal Impact:</b> \$55,000 + travel expenses in accordance with Motivated Youth Academy policy. Total not to exceed \$58,000.</p> <p>Roll Call Vote:  William Hall  Michael Humphrey  Steve Fraire  Peter Matz  Larry Alvarado  Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____</p>		
<b>C.</b>	Approval of YellowFolder Services Agreement Proposal	Vote Bill Dobson	3 m
	<p>It is recommended the Board approve the Services Agreement Proposal between YellowFolder Education's Online Filing Cabinet and Motivated Youth Academy (#1628).</p> <p><b>Fiscal Impact:</b> \$7,440</p>		

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 \_\_\_\_\_

## **X. Education/Student Services**

**9:29 AM**

- |           |   |      |             |     |
|-----------|---|------|-------------|-----|
| <b>A.</b> | Approval of Memorandum of Understanding (MOU) with Global Oversight Analysis Linking System (G.O.A.L.S) and Motivated Youth Academy (#1628) | Vote | Bill Dobson | 3 m |
|-----------|---|------|-------------|-----|

It is recommended the Board approve the Memorandum of Understanding (MOU) with Global Oversight Analysis Linking System (G.O.A.L.S) and 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 \_\_\_\_\_

## **XI. Personnel Services**

**9:32 AM**

- |           |   |      |           |     |
|-----------|---|------|-----------|-----|
| <b>A.</b> | Approval of 2024-2025 Director/Chief Executive Officer (CEO) Employment Agreement and Job Description | Vote | Gigi Lenz | 2 m |
|-----------|---|------|-----------|-----|

It is recommended the Board approve the 2024-2025 Director/CEO Employment Agreement and Job Description for Motivated Youth Academy (#1628).

**Fiscal Impact:** \$149,129.04

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

B.	Approval of Workplace Violence Prevention Plan	Vote	Gigi Lenz	5 m
It is recommended the Board approve the Workplace Violence Prevention Plan 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. Policy Development9:39 AM

A.	Approval of New Board Policy	Vote	Bill Dobson	2 m
It is recommended the Board approve the proposed policy. The policy will allow the Board to address civil conduct in all interpersonal school-related interactions.				

**1000-Series - Community Relations**  
1010 - MYA Civility Policy

Roll Call Vote:  
William Hall  
Michael Humphrey  
Steve Fraire  
Peter Matz  
Larry Alvarado

PurposePresenterTime

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

XIII. Public Hearings9:41 AM

- A. Local Control & Accountability Plan (LCAP) 2024-2025DiscussBill Dobson10 m

It is recommended the Board enter into a public hearing regarding the LCAP for 2024-2025. During the hearing there will be a presentation on the LCAP for 2024-2025.

a. 2024-2025 LCAP Plan Summary

Hearing Open: \_\_\_\_\_

Hearing Closed: \_\_\_\_\_

- B. Proposed Budget 2024-2025DiscussRoger Castillo10 m

It is recommended the Board enter into a public hearing regarding the Proposed Budget for the 2024-2025 school year. During the hearing there will be a presentation on the Proposed Budget for the 2024-2025 school year.

- a. 2024-2025 Preliminary Budget
- b. 2024-2025 Budget Overview for Parents
- e. Education Protection Account (EPA) - Expenditure Summary

Hearing Open: \_\_\_\_\_

Hearing Closed: \_\_\_\_\_

XIV. Calendar

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

- June 20, 2024 - Board of Directors Regular Meeting

XV. Comments10:01 AM

- A. Board CommentsDiscussBoard President5 m

	Purpose	Presenter	Time
B. Interim Director and CEO Comments	Discuss	Bill Dobson	2 m
XVI. Closing Items			10:08 AM
A. Adjourn Meeting	Vote	Board President	3 m
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Peter Matz			
Larry Alvarado			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

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

# Coversheet

## Land Acknowledgment

<b>Section:</b>	III. Land Acknowledgement
<b>Item:</b>	A. Land Acknowledgment
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	Land Acknowledgement v3.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 May 9, 2024

<b>Section:</b>	V. Approve Minutes
<b>Item:</b> on May 9, 2024	A. Minutes of the Regular Meeting of the Board of Directors that was held
<b>Purpose:</b>	Approve Minutes
<b>Submitted by:</b>	
<b>Related Material:</b>	Minutes for Regular Meeting of the Board of Directors on May 9, 2024

APPROVED



## MY Academy

### Minutes

#### Regular Meeting of the Board of Directors

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##### **Date and Time**

Thursday May 9, 2024 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?omn=81312562259>

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##### **MISSION STATEMENT**

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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.

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#### **Directors Present**

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

#### **Directors Absent**

*None*

#### **Guests Present**

B. Dobson, D. Georgeson, G. Lenz (remote), L. Hath (remote), M. Jones, Melissa Blitzstein (remote), Roger Castillo (remote), Sarina Laff (remote)

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### **I. Opening Items**

#### **A. Call the Meeting to Order**

W. Hall called a meeting of the board of directors of MY Academy to order on Thursday May 9, 2024 at 9:00 AM.

#### **B. Record Attendance**

### **II. Pledge of Allegiance**

#### **A. Led by Board President or designee**

W. Hall led the Pledge of Allegiance.

### **III. Land Acknowledgement**

#### **A. Land Acknowledgment**

S. Laff presented the Land Acknowledgment.

### **IV. Approve/Adopt Agenda**

#### **A. Approve Agenda**

M. Humphrey made a motion to approve the agenda.  
P. Matz seconded the motion.  
The board **VOTED** unanimously to approve the motion.

## **V. Approve Minutes**

### **A. Minutes of the Regular Meeting of the Board of Directors that was held on March 14, 2024**

S. Fraire made a motion to approve the minutes from the Regular Meeting of the Board of Directors on 03-14-24.  
L. Alvarado seconded the motion.  
The board **VOTED** unanimously to approve the motion.

### **B. Minutes of the Board of Directors Study Session that was held on April 11, 2024**

M. Humphrey made a motion to approve the minutes from the Board of Directors Study Session on 04-11-24.  
S. Fraire seconded the motion.  
The board **VOTED** unanimously to approve the motion.

## **VI. Adjourn to Closed Session**

### **A. Closed Session**

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

a. Performance Evaluation, Interim Director  
S. Fraire made a motion to adjourn to closed session.  
M. Humphrey seconded the motion.

Board of Directors adjourned to closed session at 9:30 a.m.  
The board **VOTED** unanimously to approve the motion.

## **VII. Reconvene Regular Meeting**

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

W. Hall, reported out "there was no action taken during the closed session."

The Regular Meeting of the Board of Directors reconvened at 9:36 a.m.

## **VIII. Correspondence/Proposals/Reports**

### **A. Annual Goals 2023-2024 Motivated Youth Academy, Presented by Bill Dobson, Interim Director**

B. Dobson presented the Annual Goals 2023-2024.

**B. School Highlights, Presented by Melissa Blitzstein, Interim Assistant Director**

M. Blitzstein presented the School Highlights.

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

R. Castillo presented the Financial Update.

**IX. Consent**

**A. Consent - Business/Financial Services**

1. Check Register - March 2024
2. Check Register - April 2024
3. Approval of Board on Track for 2024-2025 (Renewal)
4. Approval of Renaissance Contract for 2024-2025 (Renewal)
5. Approval of A-PLUS Membership for 2024-2025 (Renewal)

**B. Consent - Education/Student Services**

1. Approval of Observance of World Languages and Global Competence Day - May 24, 2024

**C. Consent - Personnel Services**

1. Approval of Certificated Personnel Report
2. Approval of Classified Personnel Report
3. Approval of Job Descriptions
4. Approval of New Classification - Master Agreement Signer (Stipend)

**D. Consent - Policy Development**

**Board Policies Revised:**

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

**3000 Series - Business/Non-Instructional**

3000-MYA Overview Fiscal Policy

3005-MYA Purchasing Fiscal Policy

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

L. Alvarado made a motion to approve consent items listed A through D.

M. Humphrey seconded the motion.

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

## **X. Business/Financial Services**

### **A. Approval of Federal Tax Form 990 Return (Draft) and California Tax Form 199 Return (Draft) - Year Ended June 30, 2023, as prepared by CliftonLarsonAllen (CLA) for Motivated Youth Academy (#1628)**

L. Alvarado made a motion to approve the Federal Tax Form 990 Return (Draft) and California Tax Form 199 Return (Draft) - Year Ended June 30, 2023, as prepared by CliftonLarsonAllen (CLA).

S. Fraire seconded the motion.

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

## **XI. Education/Student Services**

### **A. Approval of the Motivated Youth Academy Technology Security Comprehensive Safety Response Plan**

M. Humphrey made a motion to approve the Motivated Youth Academy Technology Security Comprehensive Safety Response Plan.

P. Matz seconded the motion.

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

## **XII. Personnel Services**

### **A. Approval of Declaration of Need (DON) for Fully Qualified Educators**

S. Fraire made a motion to approve the Declaration of Need (DON) for Fully Qualified Educators.

P. Matz seconded the motion.

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

## **XIII. Policy Development**

### **A. Approval of New Media Communications Policy**

S. Fraire made a motion to approve the New Media Communications Policy.

L. Alvarado seconded the motion.

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

## **XIV. Calendar**

### **A. Next scheduled meetings of the Board of Directors**

- June 13, 2024 - Board of Directors Regular Meeting
- June 20, 2024 - Board of Directors Regular Meeting

## XV. Comments

### A. Board Comments

The Board said they are proud of the job that B. Dobson is doing, especially the work on the social emotional side of things with the families and students. They also said they appreciate the modeling of tenacity that he portrays among his staff, and said they are looking forward to the upcoming graduation ceremony in June.

### B. Interim Director and CEO Comments

B. Dobson thanked the Board for giving him the opportunity to run the MYA organization again for the next school year. He said there are two things MYA want to focus on next year; (1) Align practices with the same goal as the County Office of Education, North Star Operation, by decreasing poverty from 51% to 35%, by 2029. (2) Build to focus the shift of engagement to "Student Empowerment and Family Empowerment" thus having students become empowered for themselves, and accept responsibility for what they are doing to move forward. Thank you.

## XVI. Closing Items

### A. Adjourn Meeting

M. Humphrey made a motion to adjourn the meeting.

L. Alvarado 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 10:11 AM.

Respectfully Submitted,  
W. Hall

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## Documents used during the meeting

- Land Acknowledgement v3.pdf
- Letter and Evidence 2024.05.09.pdf
- 2023-2024 Annual Goals - Motivated Youth Academy 2024.05.09.pdf
- School Highlights 2024.05.09.pdf
- MYA Financial Update Board Presentation - 2024.05.09.pdf
- Check Register March 2024.pdf
- Check Register April 2024.pdf

- 2024-2025 Board on Track Renewal 2024.05.09.pdf
- 2024-2025 Renaissance Renewal 2024.05.09.pdf
- 2024-2025 APLUS+ Membership Services Overview 2024.05.09.pdf
- 2024-2025 APLUS+ Renewal Invoice 2024.05.09.pdf
- World Languages and Global Competence Day Acknowledgement 2024.05.09.pdf
- MYA BUS Job Descriptions 2024.05.09.pdf
- Master Agreement Signer (Stipend).pdf
- MYA 3000 Fiscal Policy - Overview - REDLINED 2024.03.28.pdf
- MYA 3000 Fiscal Policy - Overview - FOR BOARD APPROVAL 2024.05.09.pdf
- MYA 3005 Fiscal Control Policy - Purchasing - REDLINED 2024.03.29.pdf
- MYA 3005 Fiscal Control Policy - Purchasing - FOR BOARD APPROVAL 2024.05.09.pdf
- Motivated Youth Academy - 990 Draft 4.26.24 (updated).pdf
- MYA BUS CLA Tax Form 990 Return 2024.05.09.pdf
- Tech Security Comprehensive Safety Response Plan .pdf
- 2024-2025\_Declaration\_of\_Need\_Form\_2024.05.09.pdf
- MYA Media Communications Board Policy.pdf

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#### FOR MORE INFORMATION

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

## Coversheet

### Annual Goals 2023-2024 Motivated Youth Academy, Presented by Bill Dobson, Interim Director

**Section:** VII. Correspondence/Proposals/Reports  
**Item:** A. Annual Goals 2023-2024 Motivated Youth Academy, Presented by Bill  
Dobson, Interim Director  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** 2023-2024 Annual Goals Presentation 2024.6.13.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	Y	Y	Y	Y	Y	Y	Y	TBA
80%	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	TBA
PTR	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	TBA



## 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	4/17	5/24	6/24
<b><i>Attendance %</i></b>	84.35	91.02	94.87	95.93	93.12	92.17	94.07	94.00	94.09	94.23	95.56	TBA
<b><i>Graduation</i></b>	TBA	TBA	TBA	TBA	TBA	TBA	17%	TBA	TBA	TBA	TBA	85%
<b><i>Course Completion</i></b>	TBA	TBA	TBA	TBA	TBA	TBA	17%	TBA	TBA	TBA	TBA	93.31
<b><i>CCI / WIOA</i></b>	TBA	TBA	TBA	TBA	TBA	TBA	17%	TBA	TBA	TBA	TBA	TBA



## 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	4/17	5/24	6/24
<b><i>Attendance</i></b>	84.35	91.02	94.87	95.93	93.12	92.17	94.07	94.00	94.09	94.23	95.56	TBA
<b><i>Graduation</i></b>	TBA	TBA	TBA	TBA	TBA	TBA	17.00	TBA	TBA	TBA	TBA	85.00
<b><i>Course Completion</i></b>	TBA	TBA	TBA	TBA	TBA	TBA	17.00	TBA	TBA	TBA	TBA	93.31
<b><i>CCI / WIOA</i></b>	TBA	TBA	TBA	TBA	TBA	TBA	17.00	TBA	TBA	TBA	TBA	TBA



## 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	N/A
<i>Enrolled SY23-24</i>	27	19	204	230	243	254	257	273	280	280	285	N/A
<b><i>% Change Enrolled</i></b>	<b>25%</b>	<b>89%</b>	<b>5%</b>	<b>15%</b>	<b>13%</b>	<b>11%</b>	<b>10%</b>	<b>11%</b>	<b>9%</b>	<b>9%</b>	<b>10%</b>	<b>N/A</b>

#### ***Increase ADA by 10%***

	P-1	P-2	YE
ADA SY22-23	81.89	175.02	210.12
ADA SY23-24	212.94	231.91	TBA
<b><i>% Change ADA</i></b>	<b>160</b>	<b>75</b>	<b>TBA</b>

# Coversheet

## School Highlights, Presented by Bill Dobson, Interim Director

<b>Section:</b>	VII. Correspondence/Proposals/Reports
<b>Item:</b>	B. School Highlights, Presented by Bill Dobson, Interim Director
<b>Purpose:</b>	Discuss
<b>Submitted by:</b>	
<b>Related Material:</b>	School Highlights - 2024.06.13 (1).pdf

# MY Academy

School Highlights - Information through May 31, 2024

## Enrollment

**2024-2025 Enrollment (as of 05/31/2024)**

**Total Enrolled - 149**

**Track E - July 1, 2024 - March 28, 2025**

- 7 Enrolled
  - 0 - Imperial County
  - 0 - Orange County
  - 1 - Riverside County
  - 6 - San Diego County

**Track F - August 26, 2024 - June 2, 2025**

- 142 Enrolled
  - 8 - Imperial County
  - 12 - Orange County
  - 35 - Riverside County
  - 87 - San Diego County

**The Motivated Youth Academy (MY Academy) (MYA) School Highlights are aligned with the ACS WASC/CDE School Criteria. This will guide MYA as the school continues to:**

- develop the engagement of Educational Partners in Continuous School Improvement
- monitor progress on the implementation of the Schoolwide Action Plan
- review the action plan frequently during the school year
- celebrate all that has been accomplished

## Organization for Student Learning:

*Vision and Purpose, Governance, Leadership, Staff, & Resources*

**MY Academy staff participated in:****Hosted by California Charter Schools Association (CCSA)**

- First Fridays with Myrna (Virtual)
- The May Revision (Virtual)

**Hosted by Charter School Development Center**

- 2024 Budget, Policy, and Leadership Update Webinar (Virtual)
- Personalized Learning School Leaders Collaboration Meeting (Virtual)

**Hosted by Live Well San Diego**

- K-12 School Sector Telebriefing (Virtual)

**Hosted by Mountain Empire Unified School District**

- American Indian Education Alliance (In Person)

**Hosted by Procopio**

- Charter Renewal - Part I (Virtual)
- Charter Renewal - Part II (Virtual)

**Hosted by San Diego County Office of Education (SDCOE)**

- Best Practices in Cross Sector Information Sharing (In Person)
- Charter School Instructional Leader Meeting (Virtual)
- Clearinghouse Application and Fingerprint Result Tracking Systems Upgrade (Virtual)

**Hosted by Sonoma County Charter SELPA**

- CEO Council Meeting (Virtual)

**Hosted by The Charter Authorizer Support Initiative (CASI)**

- Charter Chats (Virtual)

**Hosted by Young, Minney, Corr**

- Maximizing the Benefit of a Charter School Support (Virtual)

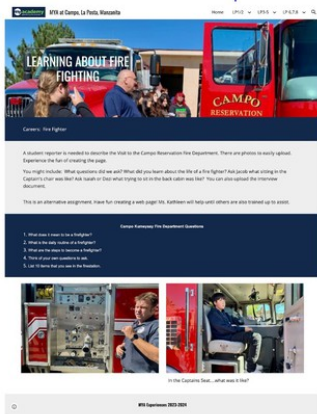
## *Curriculum*

**MY Academy staff participated in:****Hosted by University of California**

- An Administrator's Guide to UC Scout (Virtual)

**Shared by Educational Specialist, Ms. Cook-York:**

Students at Campo Ed. Center visited the Campo Reservation Fire Department and further researched background info on fire fighting careers. Career Preparedness aligned with core curriculum (Edmentum).



- Why does becoming a firefighter interest you
  - Being first on the scene interested me the most about becoming a firefighter.
  - Describe your experience working at the Campo Reservation Fire Department.
- My experience working at the Campo Reservation Fire Department was enjoyable and learned a lot from being there.
- Seth Rodriguez  
LP 8 & 9  
English 10B?  
<https://www.edmentum.com/course-catalog?grade=381&subject=All&state=56>
- Background Research:** <https://www.sandiego.gov/fire/careers>
- Research the role of firefighters in San Diego County.
- Hose operator: The hose operator hooks the truck's water hose to a nearby fire hydrant
- Pump operator: The pump operator directs the flow of water from the hose to the burning building
- Tiller: The tiller directs the aerial ladders onto buildings to perform rescue operations
- What are the responsibilities of firefighters in general? (Get good sites for info.)
- Firefighters are responsible for responding to brush fires, structure fires, automobile accidents, or life-threatening medical emergencies.
- What might the day in the life of a firefighter look like?

- They wake up, get ready, go check the fire apparatus, check off the equipment in the fire apparatus, and make sure everything is working properly on the fire apparatus after that all check-offs are done they clean up the bay area where the fire apparatus are kept. At 10 the firemen eat breakfast after they eat they do the daily clean-ups and after that's all done and no calls they do training.
- Experience and Skills:**
- Identify the skills and qualities necessary for success as a firefighter.
- Brave, Smart, Fit, Good hand-eye coordination, teamwork, leadership, responsibility, good communication, making hard decisions, life balance.
- Research any prior experience or volunteer work that may be beneficial.
- EMT, Paramedic, ridealongs, hotshots.
- Training and Education:** <https://www.sandiego.gov/fire/careers/recruit>
- What are the requirements and qualifications for becoming a firefighter in San Diego County, including educational requirements and any certifications or degrees needed?
- The requirements and qualifications for becoming a firefighter in San Diego County are you must be 18 years old, graduate from high school, or have a (GED) or a passage of the California High School Proficiency Examination. You need to have a California Class

Shared by Educational Specialist, Ms. Cook-York:

MYA student created a vision board to showcase college and career readiness.



## Teaching and Learning

Shared by Teacher, Ms. Ganje:

MYA student completed her end of year project vision board. She included paragraphs about why she used specific photos and how they relate to her classes at MYA.



I am so impressed with the growth that MYA student, Stephanie, has shown in the last few months! She had previously been overwhelmed trying to balance school and caring for her baby. Recently, we were able to develop a strategy to help her manage both responsibilities and she has been absolutely thriving. She has not only completed all of her courses for the semester but has asked me to add additional classes so that she can make progress more quickly.

Trista is interested in a career in Entomology (the study of insects). Trista did an in-depth research/presentation on this topic. Trista showed excellent writing skills in the presentation document and provided a wealth of information on a variety of bugs and insects.



## Introduction To Entomology



Throughout many lives within history, many bugs have been seen as terrifying (cockroaches, spiders) or seen for the beauty they have (butterflies, beetles). If anything, bugs are seen by the common folk as strange creepy crawlies and nothing more.

## *Assessment and Accountability School Culture and Support for Student Personal, Social-Emotional, and Academic Growth*

MY Academy staff participated in:

Hosted by County of San Diego

- Regional Economic Summit (In Person)

Hosted by Live Well San Diego

- North County Community Leadership Team (In Person)

Hosted by San Diego County Office of Education (SDCOE)

- Financial Aid and Scholarship Opportunities in California (Virtual)

Hosted by Social Advocates for Youth

- San Diego Apprenticeship Info Session (In Person)

**Shared by Teacher, Ms. Brock:**

On May 21st, we had our last RTL (Ready to Learn) meeting of the semester. Ready to Learn was a weekly meeting with an emphasis on learning about ourselves and supporting student mental

health. At the end of this last session, students provided wonderful feedback. Two of the students have been very vocal about wanting to continue next year. Take a look at some of their comments!

Describe what you have enjoyed about RTL this semester.

3 responses

It was fun and made me feel safe

that it was very valuable and ready for next year.

Well I enjoyed about RTL is that it wasn't just a group of kids and a teacher meeting up once a week for an hour it felt like a family like we were all connected. It was amazing. I loved it.

Describe what you think you have gained from the time you spent in RTL.

3 responses

Confidence

a better understanding of the human mind

I think I gained confidence in the way I spoke. I gained very much more self-awareness. I gained confidence overall because before joining RTL I never had much confidence for anything like I was shy like I wouldn't speak in classes, and I think RTL has brought out something new in me where I'm like able to speak out more and be more grateful be more open

**Shared by Teacher, Ms. Brock:**

It was so much fun to meet the large support systems of MYA graduates! I have met their parents, but was able to meet grandparents, aunts, uncles, nieces, nephews, godparents, cousins, and friends during the ceremony. It was amazing to see all the love that was being showered on MYA students.



**Shared by Teacher, Ms. Channell:**

The last day of Daily Live Interaction, the students and I created a summer bucket list JamBoard.

I would like to have numerous beach days.



Sleep in often



I would like to spend more time with my family

Clean



Go fishing!



Pick blueberries and watch Friday night movies



Talk with my friends



I want to learn how to ice skate



I want to eat fro-yo regularly.



Finish American flag and other projects



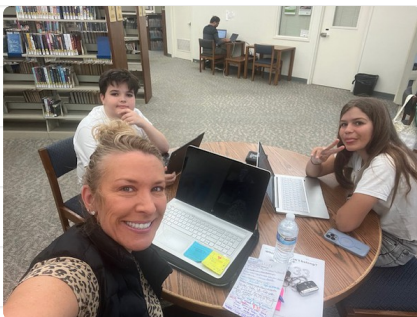
Go outside and play more sports, Volleyball, softball, soccer, tennis, and Archery

Maybe get a small summer job

Work more on writing, poems, stories, and my script

## Shared by Teacher, Ms. Ganje:

I met with students at Heritage Library in Irvine to complete class work. We also took a brain break with a walk around the lake for PE. We saw baby turtles and geese while on our walk. It was a beautiful day.



# Get Social with us!

STAY UP TO DATE ON MY ACADEMY



**@MYACADEMYCA**



## Contact Us

Email: [info@myacademy.org](mailto:info@myacademy.org)

Website: [www.myacademy.org](http://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

### 2023-2024 Celebrations, Presented by Gigi Lenz, Operations and Program Manager

<b>Section:</b>	VII. Correspondence/Proposals/Reports
<b>Item:</b>	C. 2023-2024 Celebrations, Presented by Gigi Lenz, Operations and Program Manager
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	2023-2024 Celebrations Presentation 2024.6.13.pdf



**2023-2024**

# **CELEBRATIONS**

## **SCHOOL GOALS**

- Average Daily Attendance (ADA)
- 100% Funding Determination to State Board of Education (SBE)

## **OPERATIONS**

- Personnel Growth
- Key positions

## **INSTRUCTION**

- Testing Participation
- Course Completion Rate

## **GRADUATION**

- 65 Graduates
- Post Graduation Survey

**PRESENTER: GIGI LENZ**

**DATE: JUNE 13, 2024**

# SCHOOL GOALS



## AVERAGE DAILY ATTENDANCE (ADA)

- ADA from SY 22-23 to SY 23-24 on P1 - 160% increase
- ADA from SY 22-23 to SY 23-24 on P2 - 75% increase

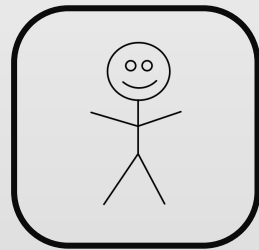


## 100% FUNDING DETERMINATION TO THE SBE (STATE BOARD OF EDUCATION)

- Met 40% of total public revenues on salaries and benefits for July 2023 - June 2024
- Met 80% of total revenues on instruction and related services for July 2023 - June 2024
- Met Ratio of ADA for independent study pupils to full-time certificated employees that does not exceed a Pupil To Teacher Ratio (PTR) of 25:1 July 2023 - June 2024



# OPERATIONS



## PERSONNEL GROWTH

- Instructional
  - New Full Time - 4
  - New Part Time - 4
- Operations
  - New Full Time - 3
  - New Part Time - 3
- Key Positions: Student Success Coordinator, Administrative Assistant, Content Area Teacher, Teacher on Special Assignment (TOSA), Instructional Assistant

# INSTRUCTION



## TESTING PARTICIPATION

- CAASPP English Language Arts/ Math 94%
- CAASPP Science 90%
- ELPAC 97%



## COURSE COMPLETION RATE

- 93% Course Completion Rate
- 7% increase over last school year



# GRADUATION



## GRADUATION

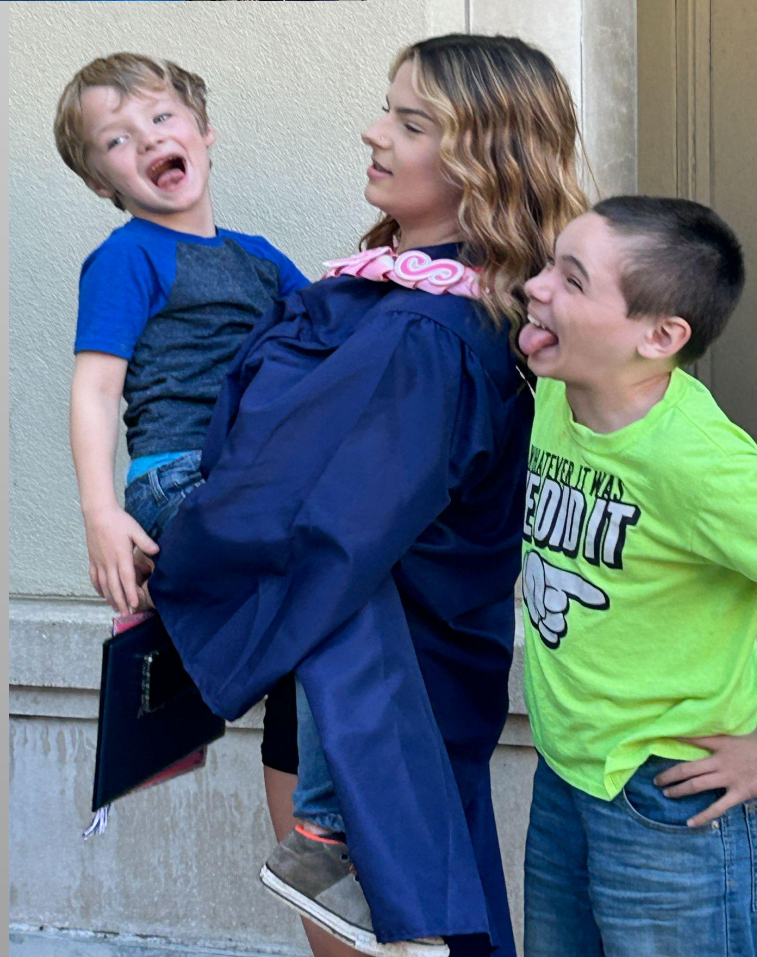
- 65 graduates
  - 6 ceremony participants in January 2024
  - 50 ceremony participants in June 2024
- Just under 500 guests, including friends, family, educational partners, and community members attended the graduation ceremony on June 5, 2024



## POST GRADUATION SURVEY

- 38 out of 44 surveys reported that students feel more prepared to enter college or the workforce after attending Motivated Youth Academy
- 17 Graduates will be attending College
- 11 Graduates have or will be joining the workforce

# THROUGH THE LENS





# STUDENT VOICE

**“FELLOW GRADUATES...YOU ARE GRADUATING FROM MOTIVATED YOUTH ACADEMY,  
AND THERE IS NOTHING QUITE AS POWERFUL IN OUR WORLD AS A MOTIVATED  
YOUTH. WHEN YOU FIND WHAT YOU’RE PASSIONATE ABOUT AND ARE MOTIVATED TO  
FOLLOW IT, THERE ARE NO LIMITS TO WHAT YOU CAN DO”**

**-Mayumi Lorenzo, Class of 2024**

# THANK YOU!

**PRESENTER: GIGI LENZ**

**DATE: JUNE 13, 2024**

The logo for MY Academy is a large green stylized 'MY' with the word 'academy' in dark blue lowercase letters at the bottom. The 'M' and 'Y' are connected, and the 'A' is a simple triangle. The 'academy' text is positioned below the 'MY' and is partially overlaid by the green shape.

**academy**

# Coversheet

## Consent - Business/Financial Services

<b>Section:</b>	VIII. Consent
<b>Item:</b>	A. Consent - Business/Financial Services
<b>Purpose:</b>	
<b>Submitted by:</b>	
<b>Related Material:</b>	May Check Register 2024.6.13.pdf 2024-2025 CSDC Rate Increase notice.pdf 2024-2025 Cesario and Hatch Legal Services Agreement Renewal.pdf 2024-2025 Document Tracking Services (DTS) Renewal.pdf

## MY Academy Charter

## Check Register

For the period ended May 31, 2024

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
20775	Jennifer Cook-York	Direct Deposit- Reissue for acct 3290	5/2/2024	\$4,401.01
20776	Acacia HR Solutions	HR Outsourcing - 05/24	5/2/2024	\$4,800.00
20777	Balloon Guru, LLC	Event Svcs - 06/05/24	5/2/2024	\$285.38
20778	California Schools VEBA	Health Ins. - 05/24	5/2/2024	\$30,277.14
20779	Campo Cafe	Meals - 02/24	5/2/2024	\$913.72
20780	Charter Impact LLC	Student Data Svcs - 01/24 - 02/24	5/2/2024	\$12,232.50
20781	Procopio General	Legal Svcs - 10/23	5/2/2024	\$1,085.70
20782	Securian Life Insurance Company	Life Ins. - 05/24	5/2/2024	\$854.29
20783	Alpha Vision, Inc.	Software - Backupify G Suite	5/13/2024	\$70.00
20784	Charter Impact LLC	Student Data Svcs - 10/23 - 11/23	5/13/2024	\$9,431.00
20785	Charter Impact LLC	Payroll Svcs - 04/24	5/13/2024	\$1,022.19
20786	Cocina Del Charro	BEO meeting room and lunch - 06/05/24	5/13/2024	\$1,163.12
20787	GoGuardian	Software (250) - 1 Year	5/13/2024	\$2,625.00
20788	JD Learning Partners	Professional Development - 04/15/24	5/13/2024	\$15,000.00
20789	Propio Language Services, LLC	SpEd Svcs - 04/24	5/13/2024	\$17.80
20790	R&B Communications	IT Svcs - 04/24	5/13/2024	\$1,483.00
20791	San Diego County Office of Education	Learning and Innovation Summit - 08/24/24	5/13/2024	\$240.00
20792	Staples	Google Chrome OS Management (25)	5/13/2024	\$846.75
20793	Corodata Records Management, Inc.	Record Storage - 04/24	5/21/2024	\$63.28
20794	Payroll Paycom	Payroll Svcs Fee - 04/24	5/21/2024	\$427.00
20795	Renaissance	Freckle Subscription - 07/01/24 - 06/30/25	5/21/2024	\$5,190.00
20796	School Pathways LLC	License (1)	5/21/2024	\$375.00
20797	Specialized Therapy Services, Inc.	SpEd Svcs - 03/24	5/21/2024	\$2,144.38
20798	Acacia HR Solutions	HR Outsourcing - 06/24	5/23/2024	\$4,800.00
20799	BoardOnTrack, Inc.	License (1) - 07/01/24 - 06/30/25	5/23/2024	\$5,495.00
20800	Class of Recognition	School Supplies	5/23/2024	\$805.61
20801	Empowering Latino Futures	Ad in North County Informador	5/23/2024	\$3,360.00
20802	KRA Corporation	Consulting Svcs - 04/24	5/23/2024	\$6,532.34
20803	California Center for the Arts, Escondido	Event Rental - 06/05/24	5/29/2024	\$2,548.11
20804	Clifton Larson Allen LLP	2022-23 Tax return prep and follow up	5/29/2024	\$1,732.50
20805	Securian Life Insurance Company	Life Ins. - 06/24	5/29/2024	\$854.29
3.22E+14	Amazon Capital Services	Office Supplies	5/2/2024	\$284.07
3.22E+14	Amazon Capital Services	Office Supplies	5/13/2024	\$41.60
3.22E+14	Keyn Group, LLC	Software (3)	5/13/2024	\$122.75
3.22E+14	GHA Technologies, Inc.	Chromebook (25)	5/13/2024	\$7,397.17
3.22E+14	Amazon Capital Services	Office Supplies	5/21/2024	\$129.30
3.22E+14	Amazon Capital Services	Office Supplies	5/27/2024	\$585.40
3.22E+14	SchoolsFirst Plan Administration LLC	MYA 403b/457b 4/26/24	5/27/2024	\$5,245.81
3.22E+14	Larry Albert Alvarado	Stipend - 05/24	5/27/2024	\$650.00
3.22E+14	Peter Matz	Stipend - 05/24	5/27/2024	\$650.00
3.22E+14	Steve Fraire	Stipend - 05/24	5/27/2024	\$650.00
3.22E+14	Michael P. Humphrey	Stipend - 05/24	5/27/2024	\$1,100.00
3.22E+14	William W. Hall	Stipend - 05/24	5/27/2024	\$1,100.00
3.22E+14	Amazon Capital Services	Office Supplies	5/29/2024	\$111.42
E050324-01	Chase	Service Charges	5/3/2024	\$52.50
E050924-01	Paylocity	Payroll Taxes PPE: 051024	5/9/2024	\$5,490.53
E051624-01	OneBridge FSA	Admin Fees & Minimum Adjustment	5/16/2024	\$50.00
E052324-01	Paylocity	Payroll Taxes PPE: 052424	5/23/2024	\$28,651.97

Total Disbursements Issued in April **\$ 173,388.63**

May 29, 2024

We are reaching out to you as a primary contact for your school's CSDC Membership.

We wanted to provide advance notice of an upcoming change that will affect the amount California charter schools invest in CSDC Membership each year.

Starting next fiscal year (July 1, 2024), the annual rate for CSDC Member Schools will **increase by \$1**, changing from \$3 to \$4 per student enrolled (with a \$650 minimum). With this rate change, we can:

### **Sustain CSDC's independence in a new era**

During the first decade of the membership program, charter school growth was brisk, with as many as 90+ new schools opening in some years. During this time, CSDC was able to avoid rate increases, owing to the many new charter schools that joined. The pace of charter school growth has since slowed. With your school's support, we will make a huge stride to **ensure CSDC's ongoing independence and sustainability** in the years to come.

### **Strengthen our advocacy efforts in Sacramento and maintain our edge**

With the support of member schools, CSDC was able to add several staff specialists to assist charter schools with a range of critical topics, including governance, legislative advocacy, human resources, and operations. Our team has also scored big advocacy wins in Sacramento, defeating threatening legislation and maximizing charter flexibility. With your school's support, we can ensure CSDC has the appropriate personnel to **strengthen our advocacy efforts and maintain our edge as the state's leading technical experts**.

### **Broaden, deepen CSDC's offerings—including exclusive member benefits**

In the past several years, our team has been hard at work supporting CSDC Member Schools. (Please view the list at right for a list of recent accomplishments.) With your school's support, we can further this work, continuing to **create resources and tools exclusively available to CSDC Member Schools**, and supporting the entire sector from our offices at the State Capitol.

In short, your school's continued support is critical to CSDC's sustainability and to the future of charter schools in California.

Please feel welcome to contact us (membership@chartercenter.org; 916-538-6612) with questions or concerns, particularly if this may create an excessive strain while finalizing your 2024-25 school budget.

And **thank you** for your school's continued support!

Sincerely,

Stephanie Schwuchow • Director of Finance & Operations

## **Recent Accomplishments for CSDC Member Schools**

CSDC Member Schools directly sustain CSDC's work. With your support, we've helped member schools:



### **Position for a Smoother Charter Renewal**

Hosted **4-part webinar series on charter school renewal and LCAP**—available to CSDC Member Schools at no additional cost. 6+ hours of recordings available on CSDC's website.

Provided **customized renewal guidance and data analysis** to over 150 CSDC Member Schools via CSDC's Renewal Strategy Worksheets.

Authored white paper demonstrating the need for important revisions to charter renewal policy related to "verified data." This paper was later **cited by the State Board of Education** during the adoption of five targeted policy changes.



### **Stay Apprised of the Latest Developments in Sacramento**

During the state's annual budget and policy-making cycle, hosted periodic in-depth webinars providing one-of-a-kind **information and strategic guidance from Eric Premack**, CSDC's Founder & Executive Director, and CSDC's team of charter school specialists.



### **Comply with a Dizzying Array of Deadlines and Requirements**

Researched and provided context for **60 required notifications** charter schools are required (or otherwise encouraged) to send to parents and guardians each year.

**Tracked hundreds of new bills** enacted in 2023, identifying action items and next steps charter schools should take in response.

Published the 2023-24 version of our Annual School Planning Calendar, a collection of **200+ critical dates and deadlines** on numerous topics.



### **Receive Expert Training—at a Steep Discount**

Offered exclusive **discounts of up to \$2,100 on in-person trainings** to CSDC Member Schools attending the 2024 CBO Training Program and 2024 Leadership Intensive.



### **Empower New and Continuing Board Members**

Hosted annual **Completing the Form 700 Webinar**, providing member schools' board members and key administrators with step-wise guidance for completing this required annual disclosure.

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# HATCH & CESARIO

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ATTORNEYS-AT-LAW

June 5, 2024

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

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

Re: 2024-2025 Legal Services Agreement

Dear Bill:

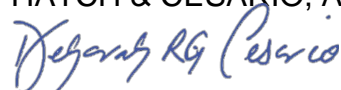
Attached for your consideration is Hatch & Cesario's legal services agreement for the 2024-2025 fiscal year.

If you approve of this agreement, please place your initials and signature on page 3 and provide me with a copy. Also attached is Hatch & Cesario's W-9 form with our tax identification number for your records.

Thank you for choosing Hatch & Cesario. We appreciate the opportunity to work with Motivated Youth Academy.

Sincerely,

HATCH & CESARIO, Attorneys-at-Law



Deborah R.G. Cesario

Enclosures: 2024-2025 Legal Services Agreement  
Hatch & Cesario's W-9

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

# HATCH & CESARIO

ATTORNEYS-AT-LAW

## **AGREEMENT FOR LEGAL SERVICES**

**July 1, 2024 – June 30, 2025**

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

### **Attorney’s Services**

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

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

### **Hourly Rates**

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

Senior Partners/Senior Of-Counsel*	\$375.00
Partners/Of-Counsel	\$360.00
Senior Associate	\$330.00
Associate	\$315.00
Law Clerk	\$220.00
Senior Paralegal	\$220.00
Paralegal	\$210.00
Education Consultant	\$210.00

*\*With 25 years of experience or more and named partners.*

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

## **Costs, Expenses and Other Requirements Applicable to Client**

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

In-office Photocopying	\$0.25 per page
Outside Photocopying	Actual usage
Facsimile/Scanning	None
Postage	Actual usage
Mileage	IRS mileage rate

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

## **Payment for Services**

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

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

## **Legal Fees and Costs Covered by JPA or Insurance Policy**

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

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

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

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

## Discharge of Services

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

## Mediation

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

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

\_\_\_\_\_ (Client Initial Here)

JRC (Attorney Initial Here)

## Term of Agreement

The term of this Agreement is effective July 1, 2024 through June 30, 2025, and may be modified in writing by mutual agreement of Client and Attorney. This Agreement shall be terminable by either Attorney or Client upon thirty (30) days written notice.

Motivated Youth Academy

Hatch & Cesario, Attorneys-at-Law

\_\_\_\_\_  
Bill Dobson  
Executive Director

Deborah R.G. Cesario  
Deborah R.G. Cesario  
Senior Partner

\_\_\_\_\_  
Date

June 5, 2024  
\_\_\_\_\_  
Date

**Form W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Law Offices of Deborah R.G. Cesario</b>	
	<b>2</b> Business name/disregarded entity name, if different from above. <b>Doing business as Hatch &amp; Cesario, Attorneys-at-Law</b>	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> Individual/sole proprietor</span> <span><input type="checkbox"/> C corporation</span> <span><input checked="" type="checkbox"/> S corporation</span> <span><input type="checkbox"/> Partnership</span> <span><input type="checkbox"/> Trust/estate</span> </div> <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)</span> </div> <p><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> Other (see instructions)</span> </div>	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>10531 4S Commons Drive, Suite 583</b>		Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>San Diego, CA 92127</b>		
<b>7</b> List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>									
			-				-		
<b>or</b>									
<b>Employer identification number</b>									
4	7	-	2	9	0	8	1	8	5

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person 	Date <b>April 22, 2024</b>
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### General Instructions

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

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

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form**, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



May 28, 2024

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

Re: Document Tracking Services

## **INVOICE #9202502**

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

### **Document Tracking Services**

Document Tracking Services [7/1/24 to 6/30/25]:	\$275
1 Charter School	

**Total Balance Due: \$275**

**Please Make Checks Payable To: Document Tracking Services**

### **Send to:**

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

Thank you!

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Approved Per Payment (Signature)

---

Name/Role (Printed)

# Coversheet

## Consent - Education/Student Services

**Section:** VIII. Consent

**Item:** B. Consent - Education/Student Services

**Purpose:**

**Submitted by:**

**Related Material:**

MY Academy Student and Educational Rights Holder Handbook 2024-25 - Redlined - 2024.06.07.pdf

MY Academy Student and Educational Rights Holder Handbook 2024-25 - For Board Approval - 2024.06.07.pdf



Motivated Youth Academy  
Student and Educational Rights HolderParent Handbook  
~~2024-25~~~~2023-24~~

Table of Contents

General Information	1
About Motivated Youth Academy (MY Academy / MYA)	1
Mission Statement	2
Core Values	2
Vision Statement	2
Calendar <del>2024-25</del> <del>2023-2024</del> Links	2
Admissions, Registration, and Enrollment	3
Attendance	6
Notice of Involuntary Removal Process	6
Nondiscrimination Statement	7
Advisory Councils	8
Educational Rights HolderParent/Guardian Liability for Student Conduct	9
Work Permits	9
Terminology	10
Instructional Program	10

## Table of Contents (cont'd)

Teacher Qualification Information	10
Western Association of Schools and Colleges (“WASC”) Accreditation	11
Availability of Prospectus	11
Concerns about your Teacher of Record (ToR)	12
Sexual Health Education	12
Technology	13
Graduation Requirements	14
Pathways to Graduation	15
Cal Grant Program Notice	17
Notice for Information Regarding Financial Aid	18
<del>Parents/Guardians/</del> Educational Rights Holders Portal in the Student Information System (SIS)	18
Email Group for Educational Rights Holders	18
State Testing	19
Local Assessments	20
ELPAC	20
Physical Fitness Test	20
Student Grades	21
Report Cards	21
High School Transcript	21
Academic Guidance	21
<b>Student Health, Welfare, &amp; Safety</b>	<b>21</b>
Dangers of Synthetic Drugs	21

## Table of Contents (cont'd)

Universal Meals Program	21
-------------------------	----

~~Table of Contents (cont'd)~~

Surveys About Personal Beliefs	22
California Healthy Kids Survey	22
Human Trafficking Prevention	22
Tobacco-Free Schools	23
Child Abuse Reporting	24
Mental Health Services	24
Student ID Cards	26
School Safety Plan	26
Immunizations	26
Physical Examinations and Right to Refuse	28
Oral Health Assessment	28
Pregnant and Parenting Students	29
Animal Dissections	30
Suicide Prevention Policy	30
Staff Development	31
Employee Qualifications and Scope of Services	33
Student Participation and Education	34
Intervention and Emergency Procedures	35
Supporting Students during or after a Mental Health Crisis	38
Responding After a Suicide Death (Postvention)	38
Student Identification Cards	39

<b>Special Populations</b>	40
Special Education / Students with Disabilities	40
Table of Contents (cont'd)	
Section 504	41
Education of Foster and Mobile Youth	41
Education of Homeless Children and Youth	48
English Learners	53
<b>Student Rights, Conduct, &amp; Complaint Procedures</b>	54
Educational Records and Student Information	54
Use of Student Information Learned from Social Media	58
SchoolCampus Search and Seizure	59
Student Freedom of Speech and Expression	60
Uniform Complaint Procedures (“UCP”)	60
Title IX, Harassment, Discrimination, Intimidation, & Bullying Policy	65
Professional Boundaries: Staff/Student Interaction Policy	74
<b>Policy Appendix</b>	78
<b>Community Relations</b>	78
School Sponsored Field Trips and Cultural Excursions Policy	78
Uniform Complaint Procedures Policy	78
COVID-19 Safe Reopening and Operation of Schools Policy	78
Access to Public Records Policy	78
Suicide Prevention Policy	78
<b>Personnel Services</b>	78
Mandated Reporter- Child Abuse Policy	78

<b>Student Services</b>	78
Student Services Concepts and Roles	78
Table of Contents (cont'd)	
Educational Records and Student Information Policy	78
Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy	78
Comprehensive Self-Harm and Suicide Policy and Procedures	78
Immunization Policy	78
Student Freedom of Speech and Expression Policy	78
Acceptable Use Policy	78
Academic Integrity Policy	78
Acceleration Policy	79
Transgender and Gender Nonconforming Student Nondiscrimination Policy	79
Policy on Transcripts from Non-Accredited Institutions	79
Communicable Contagious or Infectious Disease Prevention	79
Cell Phones, Smartphones, Pagers, and Other Electronic Signaling Devices Policy	79
<b>Instruction</b>	79
Independent Study Policy	79
Comprehensive Sexual Health Education Policy	79
Education for Homeless Children and Youth Policy	79
Section 504- Policy, Procedures, and Educational Rights Holder Parent Rights	79
Education for Foster Youth Policy	79
Mathematics Placement Policy	79
Local Assessments Policy	79
Special Education Assessment Requests Policy	79

Special Education Independent Educational Evaluation Policy	79
Special Education Certificate of Completion Policy	79
Table of Contents (cont'd)	
Attendance Policy	79
130 Credit Graduation Path Policy	79
<del>Interim Policy for Mitigation of Student Hardship Caused by COVID-19</del>	<del>79</del>
Comprehensive School Safety Plan	79



Hello,

Welcome to Motivated Youth Academy. Students, staff, families and friends know us as MY Academy or MYA! It is a privilege to be your partner in education. MYA's goal is to provide you with a personalized and supportive educational experience. MY Academy seeks to serve students and families who benefit from flexible pacing and scheduling, learning that is individually targeted, and friendly. MY Academy is excited to support you in your educational journey.

Sincerely,

Bill Dobson, Interim Director ~~Your MY Academy Team~~

### Contact MY Academy

**Mailing Address:**

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

**Contact Phone:** (619) 343-2048

**Contact Email:** [info@myacademy.org](mailto:info@myacademy.org)

**Website:** <https://myacademy.org>

## General Information

### About Motivated Youth Academy (MYA)

Motivated Youth Academy (“MYA,” “MY Academy,” or “Charter School”) is a tuition-free, California non-classroom-based public charter school serving students who have fallen behind in school, those looking to get ahead and graduate early, or those who simply desire a non-traditional learning environment. Since 2014, MYA has offered students and families an alternative to traditional learning methods and environments. MYA believes that the student-teacher relationship is critical to the development of a young person’s social, emotional, and academic well-being.

MYA provides students with the opportunity to engage in a variety of learning styles, creating what we call a ‘blended’ learning model. This innovative approach to education allows students to learn with great flexibility. Using traditional independent study learning strategies, MYA creates an enriched virtual model of blended learning where students benefit from the flexibility of virtual learning combined with personalized 1:1 support from a credentialed teacher. Learning sessions are conducted face-to-face; teachers go to the students and meet with them in their communities, at libraries, community centers, and similar public facilities, providing MYA students with the best of both worlds.

MYA serves students in grades TK-12, and young adults ages 19-24 seeking a high school diploma.

MYA is accredited by the Western Association of Schools and Colleges (“WASC”) and offers University of California (“UC”) and California State University (“CSU”) A-G coursework. The class lists are accepted by the National Collegiate Athletic Association (“NCAA”) and the National Association of Intercollegiate Athletics (“NAIA”). MY Academy’s independent study program provides three pathways to graduation: At-Promise, College and Career, and Credit Recovery. MYA offers multiple calendars each year, providing students and families with greater flexibility to pursue interests and take advantage of opportunities.

MYA understands the importance of providing students with a personalized course of study, which is why every MYA student receives a Motivated Youth Personalized Learning Adventure Now (“MY Plan”). A student’s MY Plan is developed based on their unique abilities, needs, and interests. MYA staff provides the support every student needs to identify their dreams and

reach their goals. This is one of the many reasons students thrive at MYA—whether working from home, on the road, or anywhere their experiences and adventures take them.

### Mission Statement

MY Academy believes in diversity, inclusivity, academic excellence, hope, service, feedback, and gratitude. MYA's mission is to create a diverse and individualized learning environment that supports every student and strengthens relationships between families, programs, authorizers, and the community.

### Core Values

- All are welcome
- We celebrate the small things
- We choose hope
- We are servant leaders
- Feedback is critical
- We pursue gratitude

### Vision Statement

MYA's vision is to be able to pivot and adapt to meet student needs and interests as they evolve and emerge in the 21st century.

### Calendar ~~2024-2025~~ ~~2023-2024~~ Links

You will find the MY Academy ~~2024-2025~~ ~~2023-2024~~ School Calendars linked here and on the MY Academy website (<https://www.myacademy.org/calendar/>).

MY Academy operates two 175 day tracks to give students and families greater scheduling flexibility.

NOTE: A student may only enroll in one school track per year at MY Academy.

~~Track E Calendar July 1, 2024 - March 28, 2025~~ ~~Track E Calendar July 3, 2023 - March 8, 2024~~

~~Track F Calendar August 26, 2024 - June 2, 2025~~ ~~August 28, 2023 - June 3, 2024~~

## Admissions, Registration, and Enrollment

Application, registration, and enrollment policies, procedures and activities comply with state and federal law. They are outlined in the Motivated Youth Academy's Charter Petition. NOTE: County Collaborative Charter School was renamed Motivated Youth Academy on July 1, 2020.

### Applications

Students who live in Imperial, Orange, Riverside, and San Diego counties and who express an interest in enrolling with MY Academy must first complete an application. This form requires:

- Student name
- Educational Rights Holder ~~Parent/guardian/educational rights holder~~ name
- Address and contact information for the Educational Rights Holder ~~parent/guardian/education rights holder~~
- Student's date of birth
- Student's current grade
- Student's intended grade for enrollment
- Educational Rights Holder ~~Parent/guardian/education rights holder~~'s signature and date

Once this document has been received, MYA will contact the Educational Rights Holder ~~parent/guardian/education rights holder~~ to share information about the unique learning model MY Academy uses. If the applicant determines that MY Academy's education model is a good match for the student and would like to enroll at MY Academy, then the Charter School will determine the availability of a trained and qualified credentialed teacher to serve as the student's Teacher of Record ("ToR"). If a ToR is available then the student will then be invited to complete the registration process, otherwise they are placed on a waitlist.

Students will be considered for admission without regard to disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

Prior to admission, all Educational Rights Holder ~~parents~~ must agree to and sign the master agreement. All students' continued enrollment shall depend upon them fulfilling the terms of the

master agreement. Enrollment space will be based on need in the community and availability of qualified, trained qualified credentialed teachers to serve as the teacher of record.

MY Academy will be non-sectarian in its programs, admissions policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate on the basis of race, ethnicity, national origin, gender, disability, or any other characteristic listed in Education Code Section 220 (or association with an individual who has any of those characteristics).

### **Registration**

A registration ~~application form~~ must be completed and signed by the student and ~~Educational Rights Holderparent/guardian~~, and the required documents noted below, prior to a student being enrolled and placed on a Teacher of Record's ("ToR") roster.

To the extent required by applicable law, a complete registration ~~application packet~~ includes, but may not be limited to, the following properly submitted documents/information, which is applicable to all students unless otherwise noted:

- Proof of residency
- Birth certificate or proof of birthdate (such as a statement by the local registrar or a county recorder certifying the date of birth, a baptism certificate duly attested, a passport, or an affidavit of the ~~Educational Rights Holderparent, guardian,~~ or custodian of the minor)
- Immunization record or this form indicating the ~~Educational Rights Holderparent~~ is waiving vaccinations (Please see the list of recommended vaccinations under Section E below.) Proof of Tdap (whooping cough vaccination) and Varicella (chickenpox) - Two (2) doses – Students entering 7th-12th grades or this form waiving vaccinations
- [Health Exam](#) – TK, Kindergarten, and 1st grade students and any student entering the public school system for the first time - or the signed form waiving this requirement. (See information below for the right to refuse.)
- [Oral Health Exam](#) – TK, kindergarten, and 1st grade students, and any student entering the public school system for the first time- or the signed form waiving this requirement
- Transcripts – High school students only
- [Caregiver Authorization Affidavit](#) - Only if person enrolling student is not the parent or legal guardian

A student, and ~~Educational Rights Holderparent/guardian~~ who submits an incomplete registration ~~applicationpacket~~ will be sent a notice of what is needed to complete their registration. The student, and ~~Educational Rights Holderparent or educational rights holder~~, will be expected to update the registration ~~applicationpacket~~ information and provide the requested documents in order for the registration to be processed and the student enrolled in MY Academy.

A student, and ~~Educational Rights Holderparent or educational rights holder~~ who is unable to submit a required document should immediately contact the MY Academy admissions department via email at [admissionsinfo@myacademy.org](mailto:admissionsinfo@myacademy.org) or phone/text (619) 343-2048. The admissions team will work with registrants to overcome barriers encountered in completing the registration process.

Acceptance of a student's registration ~~application documentspacket~~ does not constitute enrollment with MY Academy until the following has occurred:

A student is not considered enrolled until they have met with their Teacher of Record and the student, and ~~Educational Rights Holderparent or education rights holder~~, **signs the** Independent Study Master Agreement ("Master Agreement"). All students' continued enrollment shall depend upon them fulfilling the terms of the Master Agreement.

### **Enrollment Requirements**

To enroll in MY Academy, students must live in one of the following counties: Imperial, Orange, Riverside, and San Diego. In accordance with charter law, students may not be concurrently enrolled in MY Academy and any other private or public school. It is not necessary to obtain an inter/intra-district transfer from your local school district to attend MY Academy.

Before the student is enrolled in MY Academy, a Master Agreement must be signed.

### **Accepting High School Credits from Previous Schools**

MY Academy will evaluate transcripts from a student's previous school and grant credit toward MY Academy graduation requirements if the credits were earned from an accredited school and are credits that could have been earned at MY Academy. Transcripts will be evaluated by a MY Academy school counselor.

### **Transitional Kindergarten (TK)/Kinder Placement**

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Motivated Youth Academy  
~~Policy~~ Adopted: October 10, 2019  
~~Policy~~ Revised: July 2022  
~~Policy~~ Revised: January 11, 2024  
 Revised: month, day, year

Page 5 of 8483

**Transitional Kindergarten (TK):** In 2024–25, children are eligible for TK if they turn 5 between September 2 and June 2\* ~~To be TK eligible, students must turn five between September 2 and December 2.~~ Kindergarten age-eligible students are allowed to choose TK if their 5th birthday is between June 1st-September 1st. Students with a 5th birthday after December 2, may enter TK on or after their 5th birthday.

**Kindergarten:** Students must turn five on or before September 1 to enroll in kindergarten.

## Attendance

MY Academy's goal is for each student to be successful. The purpose of this policy is to outline the school support that will be provided and the steps that will be taken if the student, and ~~Educational Rights Holder~~ ~~parent/guardian or education rights holder~~ responsibilities are not fulfilled. Please view this document for [MYA's Attendance Policy](#).

## Notice of Involuntary Removal Process

No student shall be involuntarily removed by the Charter School for any reason unless the ~~Educational Rights Holder~~ ~~parent or guardian~~ of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student or the student's ~~Educational Rights Holder~~ ~~parent or guardian~~ or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the student and an explanation of the student's basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with the Charter School's expulsion procedures. If the student's ~~Educational Rights Holder~~ ~~parent, guardian, or educational rights holder~~ requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School's suspension and expulsion policy.

Upon ~~Educational Rights Holder~~ ~~parent/guardian~~ request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel

or an advocate. The notice of hearing shall be in the native language of the student or the student's Educational Rights Holder~~parent or guardian~~ or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall include a copy of the Charter School's expulsion hearing process.

If the Educational Rights Holder~~parent/guardian~~ is nonresponsive to the Involuntary Removal Notice, the student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If the Educational Rights Holder~~parent/guardian~~ requests a hearing and does not attend on the date scheduled for the hearing the student will be disenrolled effective the date of the hearing.

If, as a result of the hearing, the student is disenrolled, notice will be sent to the student's last known school district of residence within thirty (30) days.

A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or re-occur.

### Nondiscrimination Statement

MY Academy is non-sectarian in its programs, admissions policies, employment practices, and all other operations. My Academy shall not charge tuition and shall not discriminate against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

The Charter School adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA").

The Charter School does not discourage students from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. The Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and

suspension or involuntary removal in accordance with the Charter School's charter and relevant policies.

The Charter School does not request nor require student records prior to a student's enrollment.

The Charter School shall provide a copy of the California Department of Education Complaint Notice and Form to any ~~Educational Rights Holder~~parent, guardian, or student over the age of 18 at the following times: (1) when a ~~Educational Rights Holder~~parent, guardian, or student over the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEA; and Section 504 and Title II of the ADA (mental or physical disability). The Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor, or other person with which the Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures ("UCP") Compliance Officer:

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

Escondido, CA 92025

The lack of English language skills will not be a barrier to admission or participation in the Charter School's programs or activities. The Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

### Advisory Councils

MY Academy believes that active participation from Educational Rights Holderparents/guardians, family members, trusted adults, students, and employees in school operations and governance helps foster a public school's long-term sustainability as a successful program. MYA welcomes Educational Rights Holderparents/guardians, family members, trusted adults, students, and employees involvement and values open, positive communication.

MY Academy has established a School Site Council ("SSC"), Educational Partner Advisory ("EPAC") committee, and Staff Advisory Committees. Each plays an important role in molding MY Academy to be responsive to student, Educational Rights Holderparent/guardian, family member, trusted adult, and employee needs, while facilitating the opportunity for continual growth and improvement. The committees meet regularly and function to make recommendations and provide feedback to school administration regarding specific areas of school operations.

### Educational Rights HolderParent/Guardian Liability for Student Conduct

The law states that a Educational Rights Holderparent or guardian of any minor whose willful misconduct results in injury or death to any pupil or any person employed by, or performing volunteer services for, a school shall be liable for all damages caused by the minor.

If a student willfully damages the Charter School's property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student's Educational Rights Holderparents/guardians are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the

student's ~~Educational Rights Holder~~parent or guardian in writing of the student's alleged misconduct and affording the student due process, the Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid. If the student and the student's ~~Educational Rights Holder~~parent/guardian are unable to pay for the damages or to return the property, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades and diploma will be released.

## Work Permits

Work Permits are required for students under the age of 18 to secure employment. To request a work permit, students should contact their ToR and complete the required paperwork. As of January 1st 2021, [AB 1963](#) requires proof that the student's work supervisor has been trained as a mandated reporter.

## Terminology

The following is a list of commonly used terms:

**Teacher of Record ("ToR")** - A Teacher of Record is a credentialed teacher who works with students in grades TK-12 to support them in reaching their educational goals.

**Content Area Specialist ("CAS")** - A Content Area Specialist is a credentialed teacher who works with students in grades 6-12 and their families to support them in reaching their academic, content-specific goals.

**Learning Period ("LP")** - The Instructional days between learning period meeting/the assignment.

**Weekly Meeting ("WM")** -The meeting in which a minor student and ~~Educational Rights Holder~~parent/guardian, or adult student, meet with their assigned ToR once per week to review the learning that took place since the previous meeting, plan for future learning, and offer support to the student.

**Independent Study Master Agreement ("MA")** - This is an agreement between the school, the Teacher of Record, the student, and the ~~student's Educational Rights Holder~~parent. It outlines the assigned coursework, methods of study, available resources, methods of evaluation, meetings, and board policies.

# Instructional Program

## Teacher Qualification Information

As the Charter School receives Title I federal funds through the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the “Every Student Succeeds Act” (“ESSA”), all ~~Educational Rights Holder~~parents/guardians of students attending the Charter School may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals, including at a minimum:

1. Whether the student’s teacher:
  - a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
  - b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
  - c. Is teaching in the field of discipline of the certification of the teacher; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, the Charter School will provide the information to the ~~Educational Rights Holder~~parents/guardians in a timely manner. ~~Educational Rights Holder~~Parents/guardians may contact the Executive Director at

Executive Director  
 Motivated Youth Academy  
 500 La Terraza Blvd. Suite #150  
 Escondido, CA 92025  
[admin@myacademy.org](mailto:admin@myacademy.org)  
 (619) 343-2048

to obtain this information.

## Western Association of Schools and Colleges (“WASC”) Accreditation

MY Academy students are enrolled in a school that is fully accredited by WASC.

School accreditation:

- certifies to the public that the Charter School is a trustworthy institution of learning.
- validates the integrity of the Charter School’s program and student transcripts.
- fosters improvement of the Charter school’s program and operations to support student learning.
- assures the Charter School community that the Charter School’s purpose is appropriate

Additionally, WASC accreditation is important because other schools, colleges and universities and the military often require applicants to have transcripts from accredited schools.

## Availability of Prospectus

Upon request, the Charter School will make available to any ~~Educational Rights Holder~~~~parent or legal guardian~~, a school prospectus, which shall include the curriculum, including titles, descriptions, and instructional aims of every course offered. Please note that, pursuant to law, the Charter School may charge for the prospectus in an amount not to exceed the cost of duplication.

## Concerns about your Teacher of Record (ToR)

If a student, ~~Educational Rights Holder~~~~parent/guardian~~ or adult student has concerns regarding their ToR that they are unable to resolve directly with the ToR, please email [admin@myacademy.org](mailto:admin@myacademy.org) to set up a meeting with a member of MYA’s administrative team. MYA will assist the ToR, the student, and ~~Educational Rights Holder~~~~parent/guardian~~ or adult student in working towards a positive working relationship.

## Sexual Health Education

The Charter School offers comprehensive sexual health education to its students in grades 7-12. ~~An Educational Rights Holder~~parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent (“opt-out”) process. The Charter School does not require active ~~Educational Rights Holder~~parental consent (“opt-in”) for comprehensive sexual health education and HIV prevention education. ~~Educational Rights Holders~~Parents and guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to the Charter School.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Charter School personnel or outside consultants. When the Charter School chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
  - The date of the instruction
  - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure students’ health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student’s attitudes concerning or practices relating to sex) may be administered to students in grades 7-12. ~~An Educational Rights Holder~~parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent (“opt-out”) process. ~~Educational Rights Holder~~Parents and guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks if the Charter School has

received a written request from the student's ~~Educational Rights Holderparent or guardian~~ excusing the student from participation. An alternative educational activity shall be made available to students whose ~~Educational Rights Holderparents or guardians~~ have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

Please see [Comprehensive Sexual Health Education Policy linked in the Appendices](#) for further information.

## Technology

MY Academy recognizes and utilizes technology as a powerful educational tool. For specific information about technology, view MYA's [Technology Usage Agreement](#). ¶

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### Graduation Requirements

MY Academy graduation requirements meet California Education Code requirements. MYA has an established "A-G" course list and the curriculum will meet or exceed UC/Cal State "A-G" course requirements.

MYA will configure its minimum course completion requirements and its credit award policy to be consistent with California Law. MYA will prescribe completion of the following, at a minimum:

- Three courses in English (English 9 A/B, 10 A/B, 11 A/B)
- Two courses in Mathematics, with one year of Algebra I mandatory \*
- Two courses in Science, including Biological and Physical Sciences
- Three courses in Social Studies (including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics, and a one-semester course in economics)
- One course in Career Technical Education, Foreign Language or Visual and Performing Arts \*\*
- Two courses in Physical Education unless the pupil has been exempted pursuant to the provisions of Education Code Section 51241.

\*At least one course of the mathematics requirement shall be fulfilled by completion of Algebra I coursework.

\*\*Students will be advised that for UC entrance, two years of Foreign Language are required/ three recommended, plus one year of Visual and Performing Arts, and four years of English.

MYA awards 5 credits per course, per semester.

## Pathways to Graduation

MY Academy offers multiple pathways to graduation. Students are eligible for graduation when all requirements have been met. (Note; 5 credits are earned for completion of a one semester class.)

### **210 Credit General Education Pathway**

<u>Subject Area</u>	<u>Credits</u>
English	30
Mathematics	20
World History	10
U.S. History	10
American Government	5
Economics	5
Life Science	10
Physical Science	10
College and Career	10
Physical Education	20
Electives	70
Career Technical Education, Foreign Language or Visual and Performing Arts	10
<b><u>Total Credits</u></b>	<b><u>210</u></b>

### **130 Credit Pathway (Board Policy 6130-MYA)**

Motivated Youth Academy (“MYA”) recognizes that students may face significant barriers to achieving academic success due to their unique, individual circumstances. To enable such students to achieve state and charter school academic standards, MYA shall provide eligible students with full access to the MYA educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of students in the MYA Local Control Accountability Plan (“LCAP”).

Upon review by the School Counselor and Administration, and according to California state law, eligible students may participate in the State required minimum credit pathway of 130 credits.

Eligible students include, but are not limited to:

- AB 167/216 (Foster Care)
- AB 365 (Military Family)
- AB 1806/216 (Homeless)
- AB 2121 (Migratory/Newcomers)
- AB 2306 (Juvenile Courts)
- Credit Deficient
- Gap in enrollment
- Students who have experienced exceptional barriers or circumstances (at the approval of school administration).

The high school graduation course requirements in California include a set of 13 minimum courses required under the California Education Code, in addition to other coursework adopted by the Local Education Agency (“LEA”). All students receiving a diploma of graduation from a California high school must have completed all of the following courses, while in grades 9 to 12:

<b><u>Subject Area</u></b>	<b><u>Credits</u></b>
English	30
Mathematics	20
World History	10
U.S. History	10
American Government	5
Economics	5
Life Science	10
Physical Science	10
Physical Education	20
Career Technical Education, Foreign Language or Visual and Performing Arts	10
<b><u>Total Credits</u></b>	<b><u>130</u></b>

Students and families who are considering opting for the 130 credit graduation pathway should consider the following limitations: Receiving a diploma through this exemption will affect a student’s ability to gain direct admission to many post-secondary educational institutions, as students will not meet the A-G requirements for enrollment in a four-year California university (CSU and UC) upon graduation from high school. Students may complete specific coursework and gain entry into the California State Universities through California Community Colleges

### **Cal Grant Program Notice**

The Charter School is required by state law to submit the Grade Point Average (“GPA”) of all high

school seniors by Oct. 1 of each year, unless the student (if the student is over age 18 years of age or older) or ~~Educational Rights Holder~~parent/guardian (for those under 18 years of age) opt-out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student (or ~~Educational Rights Holder~~parent/guardian, if the student is under 18 years of age) has opted out by or before February 1. .

### Notice for Information Regarding Financial Aid

The Charter School shall ensure that each of its students receives information on how to properly complete and submit the 1) Free Application for Federal Student Aid (FAFSA) or 2) the California Dream Act Application as appropriate, at least once before the student enters 12<sup>th</sup> grade. The Charter School will provide a paper copy of the FAFSA or the California Dream Act Application upon request.

- The FAFSA form and information regarding the FAFSA are available at:  
<https://studentaid.gov/announcements-events/afsa-support>~~https://studentaid.gov/h/apply-for-aid/afsa~~
- The California Dream Act Application and information regarding the California Dream Act are available at:  
<https://dream.csac.ca.gov/landing>~~https://www.csac.ca.gov/post/resources-california-dream-act-application~~

### ~~Parents/Guardians/~~Educational Rights Holders Portal in the Student Information System (SIS)

~~Educational Rights Holder~~~~Parents/Guardians/Education Right Holders~~ have access to the student information system ("SIS") through the parent portal. Click [this link](#) to access the portal. [This document](#) will support MYA families with the portal.

### Email Group for Educational Rights Holders

One of the primary methods of communication to MYA students, families is through the MYA educational rights holders email group. Recipients receive time-sensitive communication, deadline reminders, and notifications. Educational Rights Holders must inform their ToR via email if they would like to be included in the educational rights holders email group. Please notify the student's ToR, if emails are not received within a week of enrolling.

## State Testing

The Charter School shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress (“CAASPP”). Notwithstanding any other provision of law, an Educational Rights Holder—parent’s or guardian’s written request to Charter School officials to excuse their child from any or all parts of the CAASPP shall be granted. Upon request, Educational Rights Holderparents have a right to information on the level of achievement of their student on every State academic assessment administered to the student.

CAASPP is a system intended to provide information that can be used to monitor student progress on an annual basis and ensure that all students leave high school ready for college and/or a career.

Students in grades 3-8 and grade 11 are required by the California Department of Education to complete the CAASPP assessments. These tests occur during the spring each year. Student score reports include an overall score and a description of the student’s achievement level for English Language Arts/Literacy, Mathematics, and Science. They encompass the following assessments:

- Computer Adaptive Tests (CATs) for ELA and math; grades 3-8 and 11
- Performance Tasks (PTs) for ELA and math; grades 5-8 and 11
- California Science Test (CAST); grades 3-8 and 11 or 12
- California Alternate Assessment (CAA)

As stated above, Educational Rights Holderparents may opt out of state-mandated academic testing by submitting a written request to the school each year, but this only applies to the state-mandated assessments and **MYA does not recommend opting out.** MYA does not recommend opting out because charter schools exist in a performance-based accountability system where they are held accountable for student academic performance. In fact, a charter school may have its Charter revoked if it does not provide sufficient data and demonstrate progress on students’ performance using a variety of assessments and indicators.

For more information about the CAASPP, email—visit <https://www.caaspp.org/> or email [info@myacademy.org](mailto:info@myacademy.org).

## Local Assessments

All MYA students take a series of local assessments at the beginning and conclusion of each school year. This information is used to develop each students' MY PLAN (Motivated Youth Personal Learning Adventure Now). In addition, it will also be used to measure individual student growth.

## ELPAC

Students who indicate a home language other than English on the registration form will be required to take the ELPAC Initial Assessment ("IA") within the first 30 calendar days of enrollment.

Students who have already been identified as an English Learner at MY Academy or at a previous school, will be required to annually take the ELPAC Summative Assessment ("SA") during the spring testing window.

For more information about the ELPAC, visit <https://www.elpac.org/> or email [info@myacademy.org](mailto:info@myacademy.org).

## Physical Fitness Test

The Physical Fitness Test ("PFT") for students in California schools is the FITNESSGRAM®. The main goal of the test is to help students in starting life-long habits of regular physical activity.

Students in grades five, seven, and nine take the PFT. The test has multiple parts that measure students' fitness levels and abilities. For more information about the PFT, visit <https://www.cde.ca.gov/ta/tg/pf/index.asp> or email [info@myacademy.org](mailto:info@myacademy.org).

## Student Grades

### *Report Cards*

As per California State Law, the Teacher of Record assigns official grades. The grades awarded on the report card represent the professional evaluation by the Teacher of Record of the student's progress toward state and school standards.

### *High School Transcript*

The high school transcript is a record of the high school courses taken and the grades and credits earned.

To request an official transcript, please visit MYA's [Parchment service](#).

## Academic Guidance

The MY Academy Guidance Department staff is available to assist ~~students and Educational Rights Holders~~ parents and students with high school planning as well as college and career guidance. To request an appointment, visit the [MY Academy website](#) or email [schoolcounselor@myacademy.org](mailto:schoolcounselor@myacademy.org).

## Student Health, Welfare, & Safety

### Dangers of Synthetic Drugs

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically, has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years.

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.

A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.

Synthetic drugs include, but are not limited to, synthetic cannabinoids (“synthetic marijuana”, “spice”, “K2”), methamphetamines, bath salts, and fentanyl.

The California Department of Public Health (“CDPH”) has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent.

[Click here to view AB 889 – Pupil Safety: Synthetic Drugs](#)

[Click here for additional information from the CDPH’s  
Substance and Addiction Prevention Branch](#)

## Universal Meals Program

Pursuant to California law, commencing with the 2022-23 school year, the Charter School shall provide two (2) nutritionally adequate meals to each student who requests a meal without consideration of the student’s eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal per meal service (breakfast and lunch) each school day on which the student is scheduled for two or more hours of educational activities at a school site, resource center, meeting space or other satellite facility operated by the Charter School. This shall apply to all pupils in kindergarten through grade twelve (12). Applications for school meals are included in the first day packets to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the application form i. Completed application forms can be returned to the main office.

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Motivated Youth Academy  
~~Policy~~ Adopted: October 10, 2019  
~~Policy~~ Revised: July 2022  
~~Policy~~ Revised: January 11, 2024  
 Revised: month, day, year

Page 23 of 8483

Because MY Academy does not operate a school site, resource center, meeting space or other satellite, ~~facility, meals~~ facility meals are not provided as part of the Universal Meal Program.

### Surveys About Personal Beliefs

Unless the student's Educational Rights Holder ~~parent/guardian~~ gives written permission, a student will not be given any test, questionnaire, survey, or examination containing any questions about the student's, or the student's Educational Rights Holder ~~parents' or guardians'~~ personal beliefs or practices in sex, family life, morality, or religion.

### California Healthy Kids Survey

The Charter School will administer the California Healthy Kids Survey ("CHKS") to students at grades five, seven, nine, and eleven whose Educational Rights Holder ~~parent or guardian~~ provides written permission. The CHKS is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables the Charter School to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

### Human Trafficking Prevention

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. The Charter School believes it is a priority to inform our students about (1) the prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, the Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available at the main office for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for ~~Educational Rights Holder~~parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on Charter School's website for your review.

### Tobacco-Free Schools

Ample research has demonstrated the health hazards associated with the use of tobacco products, including smoking and the breathing of secondhand smoke. The Charter School provides instructional programs designed to discourage students from using tobacco products. The Charter School's Governing Board recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with the goals of the Charter School to provide a healthy environment for students and staff.

In the best interest of students, employees, and the general public, the Board therefore prohibits the use of tobacco products at all times on Charter School property and in Charter School vehicles. This prohibition applies to all employees, students, visitors, and other persons at school or at a school-sponsored activity or athletic event. It applies to any meeting on any property owned, leased, or rented by or from the Charter School.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. Smoking or use of any tobacco-related product is also prohibited within 250 feet of the youth sports event in the same park or facility where a youth sports event is taking place. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.

The Executive Director or designee shall inform students, ~~Educational Rights Holder~~parents/guardians, employees, and the public about this policy. All individuals on Charter School premises share in the responsibility of adhering to this policy. Additionally, the Charter School will post signs stating "Tobacco use is prohibited" prominently at all entrances to school property.

MY Academy does not tolerate the illegal use, possession, or sale of drugs, alcohol, tobacco, or related paraphernalia by students while engaged in school-sponsored educational activities or events. School administrators are required to take immediate action to prevent, discourage, and eliminate the illegal use, possession, or sale of drugs, alcohol, tobacco, or related

paraphernalia while engaged in school-sponsored educational activities or events. Students found in violation are subject to discipline, up to and including suspension and/or expulsion.

Smoking and the use of all tobacco products, including the use of electronic nicotine delivery systems, such as e-cigarettes, is prohibited at all MY Academy events, at all times by all persons, including employees, students, and visitors.

### Child Abuse Reporting

As mandated reporters, Teachers of Record, instructional aides, classified staff, and other school employees are required by law to report all known or suspected cases of child abuse or neglect to the appropriate law enforcement or child welfare agency. All school staff are required to participate in yearly training to identify child abuse and learn how to report suspected abuse.

### Mental Health Services

The Charter School recognizes that, when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at the Charter School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

#### Available at School-on Campus:

- School-based counseling services – your child is encouraged to request from their assigned Teacher of Record connection with counseling services MYA's school psychologist supports students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact MYA's Special Education Daniel Espinoza, Program

Manager at [programmanager@myacademy.org](mailto:programmanager@myacademy.org)/School Psychologist, at [despinoza@myacademy.org](mailto:despinoza@myacademy.org) or (619) 343-2048 x 123202-1444 to request an evaluation.

- Prescription medication while at a school function – if your child requires prescription medication while attending a school function and you would like assistance from School staff in providing this medication to your child, please contact your students Teacher of Record.

#### Available in the Community:

- Imperial County - [Imperial County Behavioral Health Services](#)
- Riverside County - [Riverside County Department of Mental Health](#)
- San Diego County - [County of San Diego Health and Human Services Agency](#)
- Orange County - [OC Health Care Agency](#)

Mental Health Plan (MHP) in each county is responsible for providing or arranging for the provision of Specialty Mental Health Services (SMHS) to Medi-Cal beneficiaries.

- Imperial County: (800) 817-5292
- Riverside County: (800) 706-7500
- San Diego County: (888) 724-7240
- Orange County: (800) 723-8641

#### Available Nationally:

- 211 - 211 is a free information and referral service that connects people to health and human services in their community 24 hours a day, 7 days a week. 211 serves people of all income levels, languages and cultural backgrounds and is available to 96% of Californians and to 85% of U.S. households. 211 programs are supported by United Way, public and private funders, city and county agencies and more. In fact, California United Ways operate and/or provide major funding for 2-1-1 programs throughout the state. 211 also plays a critical role in providing information and support in times of disaster, such as evacuation, shelter, food, medical and recovery information, and provides public officials with feedback from callers about changing conditions.
- California Youth Crisis Hotline – 1 (800) 843-5200  
The California Youth Crisis Line is a 24/7 statewide emergency response system for youth (ages 12-24) and families in crisis. Professionally trained staff and volunteer counselors respond to calls regarding thoughts of suicide, depression, bullying, health and identity questions, trauma, human trafficking or any teen-related struggle. Translation services are available for multiple languages.

- The 988 Suicide & Crisis Lifeline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours by dialing 988.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.**
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

## Student ID Cards

Student ID cards are available for all enrolled students in TK-12th grade. To request a card, contact your ToR. Please allow up to two weeks for processing and mailing. Any questions should be directed to the student's TOR.

In order to be in compliance with local daytime loitering laws, in the community where a student is, students should have their MYA ID card in their possession any time school is in session.

## School Safety Plan

MY Academy recognizes that students have the right to a safe and secure environment where they are free from physical and psychological harm. The school is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others. Additionally, there are a few instances even in an independent study model, that require a clear emergency preparedness plan. The Charter School has developed a Comprehensive School Safety Plan, which is written to address the safety of both the students and the staff.

The Comprehensive School Safety Plan can be found [here](#).

## Immunizations

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must provide proof of having received required immunizations (shots) before they can attend school unless they meet the requirements for an exemption. Immunization records are required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. The immunization status of all students will be reviewed periodically. Those students who are not in compliance with the State requirements must be excluded from attendance until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

TK/K-12 Admission

Diphtheria, Tetanus and Pertussis (DTaP) - Five (5) doses

Polio - Four (4) doses

Measles, Mumps, and Rubella (MMR) - Two (2) doses

Hepatitis B (Hep B) - Three (3) doses

Varicella (chickenpox) – Two (2) doses

**NOTE:** Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.

### **Entering 7<sup>th</sup> Grade**

Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose

Varicella (chickenpox) - Two (2) doses

**NOTE:** In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet the requirements listed for grades K-12 as well as requirements for 7<sup>th</sup> grade advancement (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.

### Exemptions from Immunization Requirements

All students must be fully immunized in accordance with the California Health and Safety Code, the California Code of Regulations, and this Policy with the following exceptions:

- Students who show proof of a medical exemption by a physician licensed to practice medicine in California pursuant to Health and Safety Code Sections 120370-120372.
- Commencing January 1, 2021, the CDPH standardized medical exemption form shall be the only documentation of a medical exemption that MYA shall accept.
- Medical exemptions remain valid until the earliest of: 1) the child's enrollment in the next grade span, as defined below; 2) the expiration date specified in a temporary medical exemption, which shall not exceed one year; or 3) revocation of the exemption pursuant to Health and Safety Code Section 120372.
- Students who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction are exempt from immunizations, however MYA must still request, record, and report all enrolled student's immunization status.

### Physical Examinations and Right to Refuse

All students must complete a health screening examination on or before the 90th day after the student's entrance into first grade or such students must have obtained a waiver pursuant to Health and Safety Code Sections 124040 and 124085. This examination can be obtained from your family physician or possibly through the services provided by your County Health Department. Information and forms are distributed to students enrolled in kindergarten. If your child's medical status changes, please provide the Executive Director or designee with a physician's written verification of the medical issue, especially if it impacts in any way your child's ability to perform schoolwork.

An Educational Rights Holder~~parent/guardian~~ having control or charge of any child enrolled in the Charter School may file annually with the Executive Director or designee a written and signed statement stating that the Educational Rights Holder~~parent/guardian~~ will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

### Oral Health Assessment

Students enrolled in kindergarten in a public school or while enrolled in first grade if the student was not previously enrolled in kindergarten in a public school are required to have an oral health assessment completed by a dental professional. Please contact the main office if you have questions about this requirement.

### Pregnant and Parenting Students

The Charter School recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. The Charter School will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

Upon return to school after taking parental leave, a pregnant or parenting student will be able to make up work missed during the pregnant or parenting student's leave, including, but not limited to, makeup work plans and reenrollment in courses. Notwithstanding any other law, a pregnant or parenting student may remain enrolled for a fifth year of instruction in the Charter School if it is necessary in order for the student to be able to complete any graduation requirements, unless the Charter School determines that the student is reasonably able to

complete the graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the Uniform Complaint Procedures ("UCP") of the Charter School. The complaint may be filed in writing with the compliance officer:

Motivated Youth Academy  
Operations and Program Manager  
Title IX/Uniform Complaint Procedure Coordinator  
500 La Terraza Blvd, Suite 150  
Escondido, CA 92025  
(619) 343-2048  
[glenzadmin@myacademy.org](mailto:glenzadmin@myacademy.org)

A copy of the UCP is available in the Appendices of this handbook. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Executive Director.

## Animal Dissections

Students at the Charter School may perform animal dissections as part of the science curriculum. Any student who provides their teacher with a written statement, signed by their ~~Educational Rights Holder~~ [parent/guardian](#), specifying the student's moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof, may be excused from such activities if the teacher believes that an adequate alternative education project is possible. The alternative education project shall require a comparable time and effort investment by the student. It shall not, as a means of penalizing the student, be more arduous than the original education project. The student shall not be discriminated against based upon their moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof.

## Suicide Prevention Policy

*Policy Adopted: October 10, 2019*

*Policy Revised: July 9, 2020*

*Policy Reviewed: August 19, 2021*

*Policy Revised: December 14, 2023*

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 **Educational Rights Holders** 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

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Motivated Youth Academy

~~Policy~~ Adopted: October 10, 2019

~~Policy~~ Revised: July 2022

~~Policy~~ Revised: January 11, 2024

*Revised: month, day, year*

Page 33 of 8483

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:

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

### Educational Rights Holder ~~Parents, Guardians,~~ and Caregivers Participation and Education

1. Educational Rights Holders and ~~Parents/guardians/~~caregivers may be included in suicide prevention efforts. At a minimum, the Charter Schools shall share this Policy with Educational Rights Holders and ~~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. Educational Rights Holders and ~~Parents/guardians/~~caregivers should be invited to provide input on the development and implementation of this policy.
4. All Educational Rights Holders and ~~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
  - 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 ~~Educational Rights Holder~~parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to ~~Educational Rights Holders and parents/guardians~~caregivers should follow a formal initial assessment to ensure that the student is not endangered by ~~Educational Rights Holder~~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.

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 Educational Rights Holderparent/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 Educational Rights Holderparent/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 Educational Rights Holderparent/guardian that the follow-up treatment has been accessed. Educational Rights HolderParents/guardians will be required to provide documentation of care for the student. If Educational Rights Holderparents/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 Educational Rights Holderparent 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 Educational Rights Holderparent/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, Educational Rights Holderparents/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 Educational Rights Holderparent/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 Educational Rights Holderparent/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 Educational Rights Holderparent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the Educational Rights Holderparent/guardian to speak with any health care providers; conferring with the student and Educational Rights Holderparent/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 Educational Rights Holderparent/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 Educational Rights Holderparent/guardian, about additional resources to support the student.

### 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 emotionally vulnerable and at risk of suicide.

### 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.

## Special Populations

### Special Education /Students with Disabilities

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. The Charter School provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act ("IDEIA"), Education Code requirements, and applicable policies and procedures of the Sonoma County Charter SELPA. These services are available for special education students enrolled at the Charter School. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. The Charter School collaborates with **Educational Rights Holder**parent, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEIA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact **the Special Education Program Manager** Daniel Espinoza, ~~Program Manager/School Psychologist~~, at [programmanager@myacademy.org](mailto:programmanager@myacademy.org) ~~despinoza@myacademy.org~~ or (619) 343-2048 x123202-1444.

MY Academy will collect information about a student's special education eligibility or services after the student is enrolled. The **Educational Rights Holder**parent or ~~education rights holder~~ should submit to the Special Education Department a complete copy of the student's most recent Individualized Education Plan ("IEP") or any related special education documentation, if special education services were previously received. MYA staff will hold an Interim IEP meeting within the first 30 days of enrollment to review the current IEP Plan and in collaboration with the IEP team make an offer of a Free and Appropriate Public Education ("FAPE"). IEP teams will meet no less than once annually, and students will be reassessed every three years. MY Academy will comply with all relevant obligations under the law, including taking reasonable steps to promptly obtain relevant pupil records from the previous school in which the student was

enrolled, including records relating to providing special education and related services to the student.

## Section 504

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of a disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to learning, is eligible for accommodations by the Charter School. The ~~Educational Rights Holder~~parent of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Executive Director or designee.

MY Academy adheres to all Section 504 legal requirements. For students transferring to MY Academy with an existing 504 Plan, MYA staff will hold a review meeting within the first 30 days of enrollment to review the current 504 Plan to collaborate with the 504 team, and update the 504 plan with the accommodations that can reasonably be implemented within MY Academy's personalized learning school model. For currently enrolled MY Academy students with an existing 504 plan, 504 review meetings are offered at the beginning of every school year. For more information on MY Academy Charter School's 504 Program, see the policy under the Appendices section of this Handbook or email [info@myacademy.org](mailto:info@myacademy.org).

## Education of Foster and Mobile Youth

**Definitions:** For the purposes of this annual notice the terms are defined as follows:

- “Foster youth” means any of the following:
  1. A child who is the subject of a petition filed pursuant to California Welfare and Institutions Code (“WIC”) section 309 (whether or not the child has been removed from the child’s home by juvenile court).
  2. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.

3. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
    - a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
    - b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
    - c. The nonminor is participating in a transitional independent living case plan.
  4. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.<sup>1</sup>
  5. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
- *“Former juvenile court school student”* means a student who, upon completion of the student’s second year of high school, transfers from a juvenile court school to the Charter School.
  - *“Child of a military family”* refers to a student who resides in the household of an active duty military member.
  - *“Currently Migratory Child”* refers to a child who, within the last 12-months, has moved with an Educational Rights Holder~~parent, guardian,~~ or other person having custody to the Charter School from another Local Educational Agency (“LEA”), either within California or from another state, so that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose Educational Rights Holder~~parents or guardian~~ have been informed of the child’s eligibility for migrant education services. This includes a child who, without the Educational Rights Holder~~parent/guardian,~~ has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
  - *“Student participating in a newcomer program”* means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English

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<sup>1</sup> The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

language proficiency.

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a student participating in the newcomer program will be collectively referred to as “Foster and Mobile Youth.” Within this notice, an **Educational Rights Holder** ~~parent, guardian, or other person holding the educational rights~~ for a Foster and Mobile Youth will be referred to as an “**Educational Rights Holder** ~~parent/guardian~~.”

Notice for Foster and Mobile Youth Liaison:

The Executive Director or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Motivated Youth Academy  
Student Success Coordinator  
500 La Terraza Blvd, Suite 150  
Escondido, CA 92025  
(619) 343-2048  
[fosterandmobileyouthadmin@myacademy.org](mailto:fosterandmobileyouthadmin@myacademy.org)

The Foster and Mobile Youth Liaison’s responsibilities include but are not limited to the following:

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school for foster children.
2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

**School Stability:** The Charter School will work with foster youth and their **Educational Rights Holder** ~~parent/guardian~~ to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, clubs or esports. All decisions regarding a foster youth’s education and placement will be based on the best interest of the child and shall consider, among other factors, educational

stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking reenrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). If a dispute arises regarding a foster youth's request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

**Graduation Requirements:** Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and pupils participating in a newcomer program who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption. In the case of a pupil participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the ~~Educational Rights Holder~~parent/guardian, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's ~~Educational Rights Holder~~parent/guardian how any of the requirements that are waived will affect the pupil's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of a child of a military family, a currently migratory child or a pupil participating in a newcomer program.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's ~~Educational Rights Holder~~parent/guardian or educational rights holder, or a student's social worker or probation

officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.

Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

**Acceptance of Course Work:** The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by Foster and Mobile Youth.

The Charter School will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with

the holder of educational rights for the student, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

**Student Records:** When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency (“LEA”), the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student’s special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

The Charter School shall not lower a foster youth’s grades as a result of the student’s absence due to a verified court appearance, related court ordered activity, or a change in the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the pupil will be calculated as of the date the student left the Charter School.

In accordance with the Charter School’s Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without ~~Educational Rights Holder~~parent/guardian consent. Students who are 16 years of age or older or have finished 10th grade may access their own school records.

**Discipline Determinations:** If the Charter School intends to extend the suspension of any foster youth pending a recommendation for expulsion, the Charter School will invite the student’s

attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.



**Complaints of Noncompliance:** A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available as a link in the Appendices of this handbook.

**Availability of Complete Policy:** For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available as a link in the Appendices of this handbook.

## Education of Homeless Children and Youth

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence. It includes children and youths who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or

4. Migratory children and unaccompanied youth (youth not in the physical custody of an Educational Rights Holder ~~parent or guardian~~) may be considered homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the Educational Rights Holder ~~parent or guardian~~. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

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**School Liaison:** The Executive Director or designee designates the following staff person as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Motivated Youth Academy  
Student Success Coordinator  
500 La Terraza Blvd, Suite 150  
Escondido, CA 92025  
(619) 343-2048  
[fosterandmobileyouthadmin@myacademy.org](mailto:fosterandmobileyouthadmin@myacademy.org)

The Charter School Liaison shall ensure that (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
4. [Educational Rights Holder](#)~~Parents/guardians~~ are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by [Educational Rights Holder](#)~~parents or guardians~~ of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup

kitchens, and in a manner and form understandable to the **Educational Rights Holder**~~parents and guardian~~ of homeless youth and unaccompanied youth.

6. Enrollment/admissions disputes are mediated in accordance with law, the Charter School's charter, and Board policy.
7. **Educational Rights Holder**~~Parents/guardians~~ and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: <https://www.cde.ca.gov/sp/hs/>

**Housing Questionnaire:** Charter School shall administer a housing questionnaire for purposes of identifying homeless children and youth. Charter School shall ensure that the housing questionnaire is based on the best practices developed by the CDE. Charter School shall annually provide the housing questionnaire to all **Educational Rights Holder**~~parents/guardians~~ of students and to all unaccompanied youths at Charter School. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or

youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in English, and if fifteen (15) percent or more of the students enrolled at Charter School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a student's ~~Educational Rights Holder~~parent/guardian or an unaccompanied youth. Charter School shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

**High School Graduation Requirements:** Homeless students who transfer to the Charter School any time after the completion of their second year of high school shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's educational rights holder, and the School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's educational rights holder of how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's ~~parent/guardian or educational rights holder~~ Educational Rights Holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the

Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

**Acceptance of Course Work:** The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

For any homeless student who enrolls at the Charter School, a copy of the Charter School's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.

## English Learners

The Charter School is committed to the success of its English Learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. The Charter School will meet all applicable legal requirements for English Learners as they pertain to annual notification to **Educational Rights Holders**~~parents~~, student identification, placement, program options, English Learners and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement,

evaluation, and communication regarding English Learners and the rights of students and Educational Rights Holders ~~parents~~.

For detailed information about English Language Learners, please see MYA's [English Learner Master Plan](#).

## Student Rights, Conduct, & Complaint Procedures

### Educational Records and Student Information

The Family Educational Rights and Privacy Act ("FERPA") affords Educational Rights Holders ~~parents~~ and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within five (5) school days after the day MY Academy receives a request for access.

~~Parents/Guardians/~~Educational Rights Holders must submit to the Executive Director or designee a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the Educational Rights Holder ~~parents/guardians/educational right holder~~ of the time and place where the records may be inspected.

2. ~~Parents/Guardians/~~Educational Rights Holders have the right to request an amendment of the student's education records that they believe is inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

~~Parents/Guardians/~~Educational Rights Holders who wish to ask the school to amend a record must write to the Executive Director or designee, clearly identify the part of the record they want changed, and specify why it should be changed. If MY Academy decides not to amend the record as requested by the Educational Rights Holder ~~parent~~ or eligible student, MY Academy will notify the Educational Rights Holder ~~parents/guardians/educational right holder~~ of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the

hearing procedures will be provided to the Educational Rights

~~Holder~~parents/guardians/educational right holder when notified of the right to a

hearing. If MY Academy agrees to amend the record as requested, the Executive

Director must order the correction or the removal and destruction of the information and

inform the Educational Rights ~~Holder~~parents/guardians/educational right holders of the amendment in writing.

3. The right to provide written consent before the MY Academy discloses personally identifiable information ("PII") from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to Charter school officials with legitimate educational interests. For this purpose, a Charter 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 Charter School's Board of Directors. A Charter School official may also include a volunteer, consultant, or vendor outside of the Charter School 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 school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; or contracted provider of digital educational platforms and/or services, an Educational Rights Holder~~parent/guardian/educational right holder~~ volunteering to serve on an official committee, such as a disciplinary or grievance committee; or an Educational Rights Holder~~parent~~parent, student, or other volunteer assisting another school official in performing a task on behalf of the Charter School. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Upon request, the Charter School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled, if the disclosure is for purposes of the student's enrollment or transfer.

Note that Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

4. 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 processes FERPA complaints are:

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

5. The right to request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written Educational Rights Holder ~~parental~~ consent.

FERPA permits the disclosure of PII from a students' education records, without consent of the Educational Rights Holder ~~parents/guardians/educational right holders~~, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to Charter School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the Educational Rights Holder ~~parent~~ or eligible student, §99.32 of the FERPA regulations requires the Charter School to record the disclosure. Educational Rights Holder ~~Parents~~ and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the Educational Rights Holder ~~parents~~ or the eligible student:

- To Charter School officials, including teachers, within the educational agency or institution whom the school has determined have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, as defined by 34 C. F. R. Part 99; To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if 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 Educational Rights

Holderparents/guardians/educational right holder of the request for records at the parents/guardians/educational right holders' last known address, unless the disclosure is initiated by the Educational Rights Holderparents/guardians/educational right holder. Additionally, the Charter School will give the Educational Rights Holderparents/guardians/educational right holder, upon request, a copy of the record that was disclosed and give Educational Rights Holderparents/guardians/educational right holder, upon request, an opportunity for a hearing;

- To certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
- 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 Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
- Accrediting organizations in order to carry out their accrediting functions;
- Educational Rights HolderParent of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
- 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 Educational Rights Holderparent or eligible student of the order or subpoena in advance of compliance, so that the Educational Rights Holderparent or eligible student may seek a protective order;
- Persons who need to know in cases of health and safety emergencies;
- State and local authorities, within a juvenile justice system, pursuant to specific State law;
- 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 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 nonrelated 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 students and Educational Rights Holderparents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by the Charter School; and/or

- 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 discloses the final results of the disciplinary proceeding regardless of whether the Charter School concluded a violation was committed.

“Directory Information” is information that is generally not considered harmful or an invasion of privacy if released. The Charter School may disclose the personally identifiable information that it has designated as directory information without an ~~an Educational Rights Holder-parent’s~~ or eligible student’s prior written consent. The Charter School has designated the following information as directory information:

- Student’s name
- Student’s address
- ~~Educational Rights Holder~~Parent’s/guardian’s address
- Telephone listing
- Student’s electronic mail address
- ~~Educational Rights Holder~~Parent’s/guardian’s electronic mail address
- Photograph/video
- Date and place of birth
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Degrees, honors, and awards received
- The most recent educational agency or institution attended
- 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 social security number, in whole or in part, cannot be used for this purpose.)

If you do not want the Charter School to disclose directory information from your child’s education records without your prior written consent, you must notify the Charter School in writing at the time of enrollment or re-enrollment.

Please notify the Executive Director at:

Executive Director  
 Motivated Youth Academy  
 500 La Terraza Blvd, Suite 150  
 Escondido, CA 92025  
 (619) 343-2048  
 admin@myacademy.org

A copy of the complete Policy is available upon request at the main office.

### Use of Student Information Learned from Social Media

The Charter School complies with all federal, state, and local guidelines regarding the gathering and/or maintenance of information about any enrolled student obtained from social media in the student's educational record. The Charter School gathers student information from social media. Such information shall be maintained in the Charter School's records with regard to the student and shall be destroyed within one (1) year after a student turns 18 years of age or within one (1) year after the student is no longer enrolled in the Charter School, whichever occurs first. A non-minor student or a student's ~~Educational Rights Holder~~parent or guardian may access the student's records for examination of the information, request the removal of information or corrections made to information gathered or maintained by the Charter School by contacting the Executive Director.

### SchoolCampus Search and Seizure

The Charter School recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend ~~school activities~~campuses which are safe, secure, and peaceful. As such, Charter School has adopted a Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

~~Student lockers, including P.E. lockers, are school property and remain at all times under the control of the Charter School. Students shall assume full responsibility for the security of their~~

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Motivated Youth Academy  
~~Policy Adopted: October 10, 2019~~  
~~Policy Revised: July 2022~~  
~~Policy Revised: January 11, 2024~~  
 Revised: month, day, year

Page 63 of 8483

~~lockers. Student lockers may not be used to store illegal, unauthorized, or contraband materials. The acceptance and use of locker facilities on school campus by any student shall constitute consent by the student to the search of such locker facilities by authorized school personnel and/or law enforcement. Inspections of lockers may be conducted by school personnel and/or law enforcement through the use of trained dogs.~~

A student's personal cell phone, smartphone, or other personal electronic device shall not be searched by school officials without a warrant, the student's consent, or a legitimate emergency, unless the device is lost or abandoned. An emergency is any situation involving danger of death or serious physical injury to any person, that requires access to the information located or reasonably believed to be located on the electronic device. If the Charter School has a good faith belief that the device is lost, stolen, or abandoned, the Charter School may only access electronic device information in order to attempt to identify, verify, or contact the owner of the device.

The Charter School is not prohibited from seizing/confiscating a student's personal electronic device, without searching its contents, if the student's use or possession of the private electronic device is in violation of Charter School rules or regulations.

## Student Freedom of Speech and Expression

MY Academy believes that free inquiry and exchange of ideas are essential parts of a democratic education. MYA respects students' rights to express ideas and opinions, take stands on issues, and support causes, even when such speech is controversial or unpopular.

Students shall have the right to exercise freedom of speech and of the press including, but not limited to:

1. the use of bulletin boards
2. the distribution of printed materials or petitions
3. wearing of buttons, badges, and other insignia
4. the right of expression in official school publications. "Official school publications" refers to material produced by pupils in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee. The Executive director or designee will supervise the material produced by pupils to ensure it meets professional standards of English and journalism.

Students' freedom of expression shall be limited as allowed by Education Code Section 48907,

and other applicable state and federal laws. Students are prohibited from making any expressions or distributing or posting any materials that are obscene, libelous, or slanderous. The use of “fighting words” or epithets is prohibited in those instances where the speech is abusive and insulting, rather than a communication of ideas, and the speech is used in an aggressive or abusive manner in a situation that presents an actual danger that it will cause a breach of the peace. A student shall be subject to discipline for out-of-school expression, including expression on Internet websites, when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program.

The complete policy is in the Appendices of this handbook.

### Uniform Complaint Procedures (“UCP”)

The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. The Charter School shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure (“UCP”) adopted by our Governing Board for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
  - Accommodations for Pregnant, Parenting or Lactating Students;
  - Adult Education;
  - Career Technical and Technical Education;
  - Career Technical and Technical Training;
  - Child Care and Development Programs;
  - Consolidated Categorical Aid;
  - Education of Students in Foster Care, Students who are Homeless, former

Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;

- Every Student Succeeds Act;
- Migrant Education Programs;
- Regional Occupational Centers and Programs; and
- School Safety Plans.

3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:

- A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

Complaints of noncompliance with laws relating to pupil fees may be filed with the Executive Director or the Compliance Officer identified below.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or Local Control and Accountability Plans ("LCAP") under Education Code sections 47606.5 and 47607.3, as applicable. If the Charter School adopts a School Plan for Student Achievement ("SPSA") in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established

pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Complaints regarding state preschool health and safety issues in local educational agencies exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated. The

Complaints other than complaints relating to pupil fees must be filed in writing with the following Compliance Officer:

Motivated Youth Academy  
Operations and Program Manager  
Title IX/Uniform Complaint Procedure Coordinator  
500 La Terraza Blvd, Suite 150  
Escondido, CA 92025  
(619) 343-2048  
admin@myacademy.org

Only complaints regarding pupil fees or LCAP compliance may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees or LCAP.

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. All other complaints under the UCP shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Charter School's Board of Directors approved the LCAP or the annual update was adopted by the Charter School.

The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and the Charter School's UCP Policy. The Compliance Officer shall provide the complainant with a final written investigation report ("Decision") within sixty (60) calendar days from the Charter School's receipt of the complaint. This sixty (60) calendar day time period may be extended by written agreement of

the complainant.

The complainant has a right to appeal the Charter School's Decision to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of the date of the Charter School's written Decision, except if the Charter School has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with the Charter School, a copy of the Charter School's Decision, and the complainant must specify and explain the basis for the appeal of the Decision, including at least one of the following:

1. The Charter School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the Charter School's Decision are not supported by substantial evidence.
4. The legal conclusion in the Charter School's Decision is inconsistent with the law.
5. In a case in which the Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals the Charter School's Decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision.

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

If the Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, the Charter School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or Educational Rights Holderparent/guardian as applicable.

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of the complainant's right to file a complaint in accordance with 5 C.C.R. § 4622.

A copy of the UCP shall be available upon request free of charge and is available under the Appendices of this handbook. For further information on any part of the complaint procedures, including filing a complaint or requesting a hard copy of the UCP, please contact the Executive Director.

### Title IX, Harassment, Discrimination, Intimidation, & Bullying Policy

*Policy Adopted: October 10, 2019*

*Revised: August 13, 2020*

*Revised: September 13, 2021*

*Revised: December 14, 2023*

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.

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Motivated Youth Academy

~~Policy~~ Adopted: October 10, 2019

~~Policy~~ Revised: July 2022

~~Policy~~ Revised: January 11, 2024

*Revised: month, day, year*

Page 69 of 8483

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

#### PROHIBITED UNLAWFUL HARASSMENT UNDER TITLE IX

Prohibited Unlawful Harassment is defined as

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Motivated Youth Academy

~~Policy~~ Adopted: October 10, 2019

~~Policy~~ Revised: July 2022

~~Policy~~ Revised: January 11, 2024

*Revised: month, day, year*

Page 70 of 8483

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 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 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:
- 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  
Escondido, CA 92025

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 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, Educational Rights Holder, 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 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 &amp; 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):

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\_\_\_\_ 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.

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Signature of Complainant

Date

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Print Name

To be completed by the Charter School:

Received by: \_\_\_\_\_ Date \_\_\_\_\_

Follow up meeting with complainant held on: \_\_\_\_\_

Motivated Youth Academy  
~~Policy~~ Adopted: October 10, 2019  
~~Policy~~ Revised: July 2022  
~~Policy~~ Revised: January 11, 2024  
 Revised: month, day, year

Page 77 of 8483

## Professional Boundaries: Staff/Student Interaction Policy

Motivated Youth Academy (“MY Academy” or “Charter School”) recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

### Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee’s use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

#### A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

#### B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;

3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

### Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by Educational Rights Holders~~parents~~, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or Educational Rights Holder~~parent~~ point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

### Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to

a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

### Examples of Specific Behaviors

The following examples are not an exhaustive list:

#### Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

#### Unacceptable Staff/Student Behaviors without ~~Educational Rights Holder~~Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has **Educational Rights Holder**~~parent~~ and supervisor permission.)

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

#### Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities.

#### Acceptable and Recommended Staff/Student Behaviors

- (a) Getting Educational Rights Holders' ~~parents~~ written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping Educational Rights Holders ~~parents~~ informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Principal about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.

- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

## Policy Appendix

All policies listed in the appendix are public record and meet the legal annual notice requirements.

### Community Relations

[School Sponsored Field Trips and Cultural Excursions Policy](#)

[Uniform Complaint Procedures Policy](#)

[COVID-19 Safe Reopening and Operation of Schools Policy](#)

[Access to Public Records Policy](#)

[Suicide Prevention Policy](#)

### Personnel Services

[Mandated Reporter- Child Abuse Policy](#)

### Student Services

[Student Services Concepts and Roles](#)

[Educational Records and Student Information Policy](#)

[Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy](#)

[Comprehensive Self-Harm and Suicide Policy and Procedures](#)

[Immunization Policy](#)

[Student Freedom of Speech and Expression Policy](#)

[Acceptable Use Policy](#)

[Academic Integrity Policy](#)

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Motivated Youth Academy  
~~Policy~~ Adopted: October 10, 2019  
~~Policy~~ Revised: July 2022  
~~Policy~~ Revised: January 11, 2024  
*Revised: month, day, year*

Page 83 of 8483

[Acceleration Policy](#)

[Transgender and Gender Nonconforming Student Nondiscrimination Policy](#)

[Policy on Transcripts from Non-Accredited Institutions](#)

[Communicable Contagious or Infectious Disease Prevention](#)

[Cell Phones, Smartphones, Pagers, and Other Electronic Signaling Devices Policy](#)

## **Instruction**

[Independent Study Policy](#)

[Comprehensive Sexual Health Education Policy](#)

[Education for Homeless Children and Youth Policy](#)

[Section 504- Policy, Procedures, and Parent Rights](#)

[Education for Foster Youth Policy](#)

[Mathematics Placement Policy](#)

[Local Assessments Policy](#)

[Special Education Assessment Requests Policy](#)

[Special Education Independent Educational Evaluation Policy](#)

[Special Education Certificate of Completion Policy](#)

[Attendance Policy](#)

[130 Credit Graduation Path Policy](#)

[Interim Policy for Mitigation of Student Hardship Caused by COVID-19](#)

[Comprehensive School Safety Plan](#)

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Motivated Youth Academy  
~~Policy~~ Adopted: October 10, 2019  
~~Policy~~ Revised: July 2022  
~~Policy~~ Revised: January 11, 2024  
*Revised: month, day, year*

Page 84 of 84



Motivated Youth Academy

Student and Educational Rights Holder Handbook

2024-25

Table of Contents

<b>General Information</b>	<b>1</b>
About Motivated Youth Academy (MY Academy / MYA)	1
Mission Statement	2
Core Values	2
Vision Statement	2
Calendar 2024-25 Links	2
Admissions, Registration, and Enrollment	3
Attendance	6
Notice of Involuntary Removal Process	6
Nondiscrimination Statement	7
Advisory Councils	9
Educational Rights Holder Liability for Student Conduct	9
Work Permits	9
Terminology	10
<b>Instructional Program</b>	<b>10</b>

## Table of Contents (cont'd)

Teacher Qualification Information	10
Western Association of Schools and Colleges (“WASC”) Accreditation	11
Availability of Prospectus	12
Concerns about your Teacher of Record (ToR)	12
Sexual Health Education	12
Technology	13
Graduation Requirements	13
Pathways to Graduation	15
Cal Grant Program Notice	17
Notice for Information Regarding Financial Aid	18
Educational Rights Holders Portal in the Student Information System (SIS)	18
Email Group for Educational Rights Holders	18
State Testing	18
Local Assessments	19
ELPAC	20
Physical Fitness Test	20
Student Grades	20
Report Cards	20
High School Transcript	21
Academic Guidance	21
<b>Student Health, Welfare, &amp; Safety</b>	21
Dangers of Synthetic Drugs	21
Universal Meals Program	22

## Table of Contents (cont'd)

Surveys About Personal Beliefs	22
California Healthy Kids Survey	22
Human Trafficking Prevention	23
Tobacco-Free Schools	23
Child Abuse Reporting	24
Mental Health Services	25
Student ID Cards	26
School Safety Plan	27
Immunizations	27
Physical Examinations and Right to Refuse	29
Oral Health Assessment	29
Pregnant and Parenting Students	29
Animal Dissections	30
Suicide Prevention Policy	31
Staff Development	32
Employee Qualifications and Scope of Services	34
Student Participation and Education	35
Intervention and Emergency Procedures	36
Supporting Students during or after a Mental Health Crisis	39
Responding After a Suicide Death (Postvention)	38
Student Identification Cards	40
<b>Special Populations</b>	41
Special Education / Students with Disabilities	41

## Table of Contents (cont'd)

Section 504	42
Education of Foster and Mobile Youth	42
Education of Homeless Children and Youth	49
English Learners	54
<b>Student Rights, Conduct, &amp; Complaint Procedures</b>	<b>55</b>
Educational Records and Student Information	55
Use of Student Information Learned from Social Media	60
School Search and Seizure	60
Student Freedom of Speech and Expression	61
Uniform Complaint Procedures (“UCP”)	62
Title IX, Harassment, Discrimination, Intimidation, & Bullying Policy	66
Professional Boundaries: Staff/Student Interaction Policy	75
<b>Policy Appendix</b>	<b>80</b>
<b>Community Relations</b>	<b>80</b>
School Sponsored Field Trips and Cultural Excursions Policy	80
Uniform Complaint Procedures Policy	80
COVID-19 Safe Reopening and Operation of Schools Policy	80
Access to Public Records Policy	80
Suicide Prevention Policy	80
<b>Personnel Services</b>	<b>80</b>
Mandated Reporter- Child Abuse Policy	80
<b>Student Services</b>	<b>80</b>
Student Services Concepts and Roles	80

## Table of Contents (cont'd)

Educational Records and Student Information Policy	80
Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy	80
Comprehensive Self-Harm and Suicide Policy and Procedures	80
Immunization Policy	80
Student Freedom of Speech and Expression Policy	80
Acceptable Use Policy	80
Academic Integrity Policy	80
Acceleration Policy	81
Transgender and Gender Nonconforming Student Nondiscrimination Policy	81
Policy on Transcripts from Non-Accredited Institutions	81
Communicable Contagious or Infectious Disease Prevention	81
Cell Phones, Smartphones, Pagers, and Other Electronic Signaling Devices Policy	81
<b>Instruction</b>	81
Independent Study Policy	81
Comprehensive Sexual Health Education Policy	81
Education for Homeless Children and Youth Policy	81
Section 504- Policy, Procedures, and Educational Rights Holder Rights	81
Education for Foster Youth Policy	81
Mathematics Placement Policy	81
Local Assessments Policy	81
Special Education Assessment Requests Policy	81
Special Education Independent Educational Evaluation Policy	81
Special Education Certificate of Completion Policy	81

Table of Contents (cont'd)

Attendance Policy	81
130 Credit Graduation Path Policy	81
Comprehensive School Safety Plan	81



Hello,

Welcome to Motivated Youth Academy. Students, staff, families and friends know us as MY Academy or MYA! It is a privilege to be your partner in education. MYA's goal is to provide you with a personalized and supportive educational experience. MY Academy seeks to serve students and families who benefit from flexible pacing and scheduling, learning that is individually targeted, and friendly. MY Academy is excited to support you in your educational journey.

Sincerely,

Bill Dobson, Interim Director

#### Contact MY Academy

**Mailing Address:**

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

**Contact Phone: (619) 343-2048**

**Contact Email: [info@myacademy.org](mailto:info@myacademy.org)**

**Website: <https://myacademy.org>**

## General Information

### About Motivated Youth Academy (MYA)

Motivated Youth Academy (“MYA,” “MY Academy,” or “Charter School”) is a tuition-free, California non-classroom-based public charter school serving students who have fallen behind in school, those looking to get ahead and graduate early, or those who simply desire a non-traditional learning environment. Since 2014, MYA has offered students and families an alternative to traditional learning methods and environments. MYA believes that the student-teacher relationship is critical to the development of a young person’s social, emotional, and academic well-being.

MYA provides students with the opportunity to engage in a variety of learning styles, creating what we call a ‘blended’ learning model. This innovative approach to education allows students to learn with great flexibility. Using traditional independent study learning strategies, MYA creates an enriched virtual model of blended learning where students benefit from the flexibility of virtual learning combined with personalized 1:1 support from a credentialed teacher. Learning sessions are conducted face-to-face; teachers go to the students and meet with them in their communities, at libraries, community centers, and similar public facilities, providing MYA students with the best of both worlds.

MYA serves students in grades TK-12, and young adults ages 19-24 seeking a high school diploma.

MYA is accredited by the Western Association of Schools and Colleges (“WASC”) and offers University of California (“UC”) and California State University (“CSU”) A-G coursework. The class lists are accepted by the National Collegiate Athletic Association (“NCAA”) and the National Association of Intercollegiate Athletics (“NAIA”). MY Academy’s independent study program provides three pathways to graduation: At-Promise, College and Career, and Credit Recovery. MYA offers multiple calendars each year, providing students and families with greater flexibility to pursue interests and take advantage of opportunities.

MYA understands the importance of providing students with a personalized course of study, which is why every MYA student receives a Motivated Youth Personalized Learning Adventure Now (“MY Plan”). A student’s MY Plan is developed based on their unique abilities, needs, and interests. MYA staff provides the support every student needs to identify their dreams and

reach their goals. This is one of the many reasons students thrive at MYA—whether working from home, on the road, or anywhere their experiences and adventures take them.

### Mission Statement

MY Academy believes in diversity, inclusivity, academic excellence, hope, service, feedback, and gratitude. MYA's mission is to create a diverse and individualized learning environment that supports every student and strengthens relationships between families, programs, authorizers, and the community.

### Core Values

- All are welcome
- We celebrate the small things
- We choose hope
- We are servant leaders
- Feedback is critical
- We pursue gratitude

### Vision Statement

MYA's vision is to be able to pivot and adapt to meet student needs and interests as they evolve and emerge in the 21st century.

### Calendar 2024-2025 Links

You will find the MY Academy 2024-2025 School Calendars linked here and on the MY Academy website (<https://www.myacademy.org/calendar/>).

MY Academy operates two 175 day tracks to give students and families greater scheduling flexibility.

NOTE: A student may only enroll in one school track per year at MY Academy.

[Track E Calendar July 1, 2024 - March 28, 2025](#)

[Track F Calendar August 26, 2024 - June 2, 2025](#)

## Admissions, Registration, and Enrollment

Application, registration, and enrollment policies, procedures and activities comply with state and federal law. They are outlined in the Motivated Youth Academy's Charter Petition. NOTE: County Collaborative Charter School was renamed Motivated Youth Academy on July 1, 2020.

### Applications

Students who live in Imperial, Orange, Riverside, and San Diego counties and who express an interest in enrolling with MY Academy must first complete an application. This form requires:

- Student name
- Educational Rights Holder name
- Address and contact information for the Educational Rights Holder
- Student's date of birth
- Student's current grade
- Student's intended grade for enrollment
- Educational Rights Holder's signature and date

Once this document has been received, MYA will contact the Educational Rights Holder to share information about the unique learning model MY Academy uses. If the applicant determines that MY Academy's education model is a good match for the student and would like to enroll at MY Academy, then the Charter School will determine the availability of a trained and qualified credentialed teacher to serve as the student's Teacher of Record ("ToR"). If a ToR is available then the student will then be invited to complete the registration process, otherwise they are placed on a waitlist.

Students will be considered for admission without regard to disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

Prior to admission, all Educational Rights Holders must agree to and sign the master agreement. All students' continued enrollment shall depend upon them fulfilling the terms of the master agreement. Enrollment space will be based on need in the community and availability of qualified, trained qualified credentialed teachers to serve as the teacher of record.

MY Academy will be non-sectarian in its programs, admissions policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate on the basis of race, ethnicity, national origin, gender, disability, or any other characteristic listed in Education Code Section 220 (or association with an individual who has any of those characteristics).

## **Registration**

A registration application must be completed and signed by the student and Educational Rights Holder, and the required documents noted below, prior to a student being enrolled and placed on a Teacher of Record's ("ToR") roster.

To the extent required by applicable law, a complete registration application includes, but may not be limited to, the following properly submitted documents/information, which is applicable to all students unless otherwise noted:

- Proof of residency
- Birth certificate or proof of birthdate (such as a statement by the local registrar or a county recorder certifying the date of birth, a baptism certificate duly attested, a passport, or an affidavit of the Educational Rights Holder or custodian of the minor)
- Immunization record or this form indicating the Educational Rights Holder is waiving vaccinations (Please see the list of recommended vaccinations under Section E below.) Proof of Tdap (whooping cough vaccination) and Varicella (chickenpox) - Two (2) doses – Students entering 7th-12th grades or this form waiving vaccinations
- [Health Exam](#) – TK, Kindergarten, and 1st grade students and any student entering the public school system for the first time - or the signed form waiving this requirement. (See information below for the right to refuse.)
- [Oral Health Exam](#) – TK, kindergarten, and 1st grade students, and any student entering the public school system for the first time- or the signed form waiving this requirement
- Transcripts – High school students only
- [Caregiver Authorization Affidavit](#) - Only if person enrolling student is not the parent or legal guardian

A student, and Educational Rights Holder who submits an incomplete registration application will be sent a notice of what is needed to complete their registration. The student, and Educational Rights Holder, will be expected to update the registration application information and provide the requested documents in order for the registration to be processed and the student enrolled in MY Academy.

A student, and Educational Rights Holder who is unable to submit a required document should immediately contact the MY Academy admissions department via email at [admissions@myacademy.org](mailto:admissions@myacademy.org) or phone/text (619) 343-2048. The admissions team will work with registrants to overcome barriers encountered in completing the registration process.

Acceptance of a student's registration application documents does not constitute enrollment with MY Academy until the following has occurred:

A student is not considered enrolled until they have met with their Teacher of Record and the student, and Educational Rights Holder, **signs the** Independent Study Master Agreement ("Master Agreement"). All students' continued enrollment shall depend upon them fulfilling the terms of the Master Agreement.

### **Enrollment Requirements**

To enroll in MY Academy, students must live in one of the following counties: Imperial, Orange, Riverside, and San Diego. In accordance with charter law, students may not be concurrently enrolled in MY Academy and any other private or public school. It is not necessary to obtain an inter/intra-district transfer from your local school district to attend MY Academy.

Before the student is enrolled in MY Academy, a Master Agreement must be signed.

### **Accepting High School Credits from Previous Schools**

MY Academy will evaluate transcripts from a student's previous school and grant credit toward MY Academy graduation requirements if the credits were earned from an accredited school and are credits that could have been earned at MY Academy. Transcripts will be evaluated by a MY Academy school counselor.

### **Transitional Kindergarten (TK)/Kinder Placement**

**Transitional Kindergarten (TK):** In 2024–25, children are eligible for TK if they turn 5 between September 2 and June 2\*Kindergarten age-eligible students are allowed to choose TK if their 5th birthday is between June 1st-September 1st. Students with a 5th birthday after December 2, may enter TK on or after their 5th birthday.

**Kindergarten:** Students must turn five on or before September 1 to enroll in kindergarten.

## Attendance

MY Academy's goal is for each student to be successful. The purpose of this policy is to outline the school support that will be provided and the steps that will be taken if the student, and Educational Rights Holder responsibilities are not fulfilled. Please view this document for [MYA's Attendance Policy](#).

## Notice of Involuntary Removal Process

No student shall be involuntarily removed by the Charter School for any reason unless the Educational Rights Holder of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student or the student's Educational Rights Holder or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the student and an explanation of the student's basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with the Charter School's expulsion procedures. If the student's Educational Rights Holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School's suspension and expulsion policy.

Upon Educational Rights Holder request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's Educational Rights Holder or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall include a copy of the Charter School's expulsion hearing process.

If the Educational Rights Holder is nonresponsive to the Involuntary Removal Notice, the student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If the Educational Rights Holder requests a hearing and does not attend on the date scheduled for the hearing the student will be disenrolled effective the date of the hearing.

If, as a result of the hearing, the student is disenrolled, notice will be sent to the student's last known school district of residence within thirty (30) days.

A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or re-occur.

### Nondiscrimination Statement

MY Academy is non-sectarian in its programs, admissions policies, employment practices, and all other operations. My Academy shall not charge tuition and shall not discriminate against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

The Charter School adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA").

The Charter School does not discourage students from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. The Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with the Charter School's charter and relevant policies.

The Charter School does not request nor require student records prior to a student's enrollment.

The Charter School shall provide a copy of the California Department of Education Complaint Notice and Form to any Educational Rights Holder or student over the age of 18 at the following times: (1) when a Educational Rights Holder or student over of the age of 18 inquiries about

enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEA; and Section 504 and Title II of the ADA (mental or physical disability). The Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor, or other person with which the Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures (“UCP”) Compliance Officer:

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

The lack of English language skills will not be a barrier to admission or participation in the Charter School’s programs or activities. The Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

## Advisory Councils

MY Academy believes that active participation from Educational Rights Holder, family members, trusted adults, students, and employees in school operations and governance helps foster a public school's long-term sustainability as a successful program. MYA welcomes Educational Rights Holder, family members, trusted adults, students, and employees involvement and values open, positive communication.

MY Academy has established a School Site Council ("SSC") , Educational Partner Advisory ("EPAC") committee, and Staff Advisory Committees. Each plays an important role in molding MY Academy to be responsive to student, Educational Rights Holder, family member, trusted adult, and employee needs, while facilitating the opportunity for continual growth and improvement. The committees meet regularly and function to make recommendations and provide feedback to school administration regarding specific areas of school operations.

## Educational Rights Holder Liability for Student Conduct

The law states that a Educational Rights Holder of any minor whose willful misconduct results in injury or death to any pupil or any person employed by, or performing volunteer services for, a school shall be liable for all damages caused by the minor.

If a student willfully damages the Charter School's property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student's Educational Rights Holder are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's Educational Rights Holder in writing of the student's alleged misconduct and affording the student due process, the Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid. If the student and the student's Educational Rights Holder are unable to pay for the damages or to return the property, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades and diploma will be released.

## Work Permits

Work Permits are required for students under the age of 18 to secure employment. To request a work permit, students should contact their ToR and complete the required paperwork. As of

January 1st 2021, [AB 1963](#) requires proof that the student's work supervisor has been trained as a mandated reporter.

## Terminology

The following is a list of commonly used terms:

**Teacher of Record (“ToR”)** - A Teacher of Record is a credentialed teacher who works with students in grades TK-12 to support them in reaching their educational goals.

**Content Area Specialist (“CAS”)** - A Content Area Specialist is a credentialed teacher who works with students in grades 6-12 and their families to support them in reaching their academic, content-specific goals.

**Learning Period (“LP”)** - The Instructional days between learning period meeting/the assignment.

**Weekly Meeting (“WM”)** - The meeting in which a minor student and Educational Rights Holder, or adult student, meet with their assigned ToR once per week to review the learning that took place since the previous meeting, plan for future learning, and offer support to the student.

**Independent Study Master Agreement (“MA”)** - This is an agreement between the school, the Teacher of Record, the student, and the student’s Educational Rights Holder. It outlines the assigned coursework, methods of study, available resources, methods of evaluation, meetings, and board policies.

## Instructional Program

### Teacher Qualification Information

As the Charter School receives Title I federal funds through the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the “Every Student Succeeds Act” (“ESSA”), all Educational Rights Holder of students attending the Charter School may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals, including at a minimum:

1. Whether the student’s teacher:
  - a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;

- b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
  - c. Is teaching in the field of discipline of the certification of the teacher; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, the Charter School will provide the information to the Educational Rights Holder in a timely manner. Educational Rights Holder may contact the Executive Director at

Executive Director

Motivated Youth Academy

500 La Terraza Blvd. Suite #150

Escondido, CA 92025

[admin@myacademy.org](mailto:admin@myacademy.org)

(619) 343-2048

to obtain this information.

### Western Association of Schools and Colleges (“WASC”) Accreditation

MY Academy students are enrolled in a school that is fully accredited by WASC.

School accreditation:

- certifies to the public that the Charter School is a trustworthy institution of learning.
- validates the integrity of the Charter School’s program and student transcripts.
- fosters improvement of the Charter school’s program and operations to support student learning.
- assures the Charter School community that the Charter School’s purpose is appropriate

Additionally, WASC accreditation is important because other schools, colleges and universities and the military often require applicants to have transcripts from accredited schools.

## Availability of Prospectus

Upon request, the Charter School will make available to any Educational Rights Holder, a school prospectus, which shall include the curriculum, including titles, descriptions, and instructional aims of every course offered. Please note that, pursuant to law, the Charter School may charge for the prospectus in an amount not to exceed the cost of duplication.

## Concerns about your Teacher of Record (ToR)

If a student, Educational Rights Holder or adult student has concerns regarding their ToR that they are unable to resolve directly with the ToR, please email [admin@myacademy.org](mailto:admin@myacademy.org) to set up a meeting with a member of MYA's administrative team. MYA will assist the ToR, the student, and Educational Rights Holder or adult student in working towards a positive working relationship.

## Sexual Health Education

The Charter School offers comprehensive sexual health education to its students in grades 7-12. An Educational Rights Holder of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active Educational Rights Holder consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Educational Rights Holders may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to the Charter School.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Charter School personnel or outside consultants. When the Charter School chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
  - The date of the instruction
  - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 7-12. An Educational Rights Holder has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Educational Rights Holder shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks if the Charter School has received a written request from the student's Educational Rights Holder excusing the student from participation. An alternative educational activity shall be made available to students whose Educational Rights Holder have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

Please see [Comprehensive Sexual Health Education Policy linked in the Appendices](#) for further information.

## Technology

MY Academy recognizes and utilizes technology as a powerful educational tool. For specific information about technology, view MYA's [Technology Usage Agreement](#).

## Graduation Requirements

MY Academy graduation requirements meet California Education Code requirements. MYA has an established "A-G" course list and the curriculum will meet or exceed UC/Cal State "A-G" course requirements.

MYA will configure its minimum course completion requirements and its credit award policy to

be consistent with California Law. MYA will prescribe completion of the following, at a minimum:

- Three courses in English (English 9 A/B, 10 A/B, 11 A/B)
- Two courses in Mathematics, with one year of Algebra I mandatory \*
- Two courses in Science, including Biological and Physical Sciences
- Three courses in Social Studies (including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics, and a one-semester course in economics)
- One course in Career Technical Education, Foreign Language or Visual and Performing Arts \*\*
- Two courses in Physical Education unless the pupil has been exempted pursuant to the provisions of Education Code Section 51241.

\*At least one course of the mathematics requirement shall be fulfilled by completion of Algebra I coursework.

\*\*Students will be advised that for UC entrance, two years of Foreign Language are required/ three recommended, plus one year of Visual and Performing Arts, and four years of English.

MYA awards 5 credits per course, per semester.

## Pathways to Graduation

MY Academy offers multiple pathways to graduation. Students are eligible for graduation when all requirements have been met. (Note; 5 credits are earned for completion of a one semester class.)

### **210 Credit General Education Pathway**

<u>Subject Area</u>	<u>Credits</u>
English	30
Mathematics	20
World History	10
U.S. History	10
American Government	5
Economics	5
Life Science	10
Physical Science	10
College and Career	10
Physical Education	20
Electives	70
Career Technical Education, Foreign Language or Visual and Performing Arts	10
<b><u>Total Credits</u></b>	<b><u>210</u></b>

### **130 Credit Pathway (Board Policy 6130-MYA)**

Motivated Youth Academy (“MYA”) recognizes that students may face significant barriers to achieving academic success due to their unique, individual circumstances. To enable such students to achieve state and charter school academic standards, MYA shall provide eligible students with full access to the MYA educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of students in the MYA Local Control Accountability Plan (“LCAP”).

Upon review by the School Counselor and Administration, and according to California state law, eligible students may participate in the State required minimum credit pathway of 130 credits.

Eligible students include, but are not limited to:

- AB 167/216 (Foster Care)
- AB 365 (Military Family)
- AB 1806/216 (Homeless)
- AB 2121 (Migratory/Newcomers)
- AB 2306 (Juvenile Courts)
- Credit Deficient
- Gap in enrollment
- Students who have experienced exceptional barriers or circumstances (at the approval of school administration).

The high school graduation course requirements in California include a set of 13 minimum courses required under the California Education Code, in addition to other coursework adopted by the Local Education Agency (“LEA”). All students receiving a diploma of graduation from a California high school must have completed all of the following courses, while in grades 9 to 12:

<b><u>Subject Area</u></b>	<b><u>Credits</u></b>
English	30
Mathematics	20
World History	10
U.S. History	10
American Government	5
Economics	5
Life Science	10
Physical Science	10
Physical Education	20
Career Technical Education, Foreign Language or Visual and Performing Arts	10
<b><u>Total Credits</u></b>	<b><u>130</u></b>

Students and families who are considering opting for the 130 credit graduation pathway should consider the following limitations: Receiving a diploma through this exemption will affect a student’s ability to gain direct admission to many post-secondary educational institutions, as students will not meet the A-G requirements for enrollment in a four-year California university (CSU and UC) upon graduation from high school. Students may complete specific coursework and gain entry into the California State Universities through California Community Colleges

### **Cal Grant Program Notice**

The Charter School is required by state law to submit the Grade Point Average (“GPA”) of all high

school seniors by Oct. 1 of each year, unless the student (if the student is over age 18 years of age or older) or Educational Rights Holder (for those under 18 years of age) opt-out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student (or Educational Rights Holder, if the student is under 18 years of age) has opted out by or before February 1. .

### **Notice for Information Regarding Financial Aid**

The Charter School shall ensure that each of its students receives information on how to properly complete and submit the 1) Free Application for Federal Student Aid (FAFSA) or 2) the California Dream Act Application as appropriate, at least once before the student enters 12<sup>th</sup> grade. The Charter School will provide a paper copy of the FAFSA or the California Dream Act Application upon request.

- The FAFSA form and information regarding the FAFSA are available at: <https://studentaid.gov/announcements-events/fafsa-support>
- The California Dream Act Application and information regarding the California Dream Act are available at: <https://dream.csac.ca.gov/landing>

### **Educational Rights Holders Portal in the Student Information System (SIS)**

Educational Rights Holders have access to the student information system (“SIS”) through the parent portal. Click [this link](#) to access the portal. [This document](#) will support MYA families with the portal.

### **Email Group for Educational Rights Holders**

One of the primary methods of communication to MYA students, families is through the MYA educational rights holders email group. Recipients receive time-sensitive communication, deadline reminders, and notifications. Educational Rights Holders must inform their ToR via email if they would like to be included in the educational rights holders email group. Please notify the student’s ToR, if emails are not received within a week of enrolling.

### **State Testing**

The Charter School shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress (“CAASPP”))

Notwithstanding any other provision of law, an Educational Rights Holder's written request to Charter School officials to excuse their child from any or all parts of the CAASPP shall be granted. Upon request, Educational Rights Holders have a right to information on the level of achievement of their student on every State academic assessment administered to the student.

CAASPP is a system intended to provide information that can be used to monitor student progress on an annual basis and ensure that all students leave high school ready for college and/or a career.

Students in grades 3-8 and grade 11 are required by the California Department of Education to complete the CAASPP assessments. These tests occur during the spring each year. Student score reports include an overall score and a description of the student's achievement level for English Language Arts/Literacy, Mathematics, and Science. They encompass the following assessments:

- Computer Adaptive Tests (CATs) for ELA and math; grades 3-8 and 11
- Performance Tasks (PTs) for ELA and math; grades 5-8 and 11
- California Science Test (CAST); grades 3-8 and 11 or 12
- California Alternate Assessment (CAA)

As stated above, Educational Rights Holders may opt out of state-mandated academic testing by submitting a written request to the school each year, but this only applies to the state-mandated assessments and **MYA does not recommend opting out.** MYA does not recommend opting out because charter schools exist in a performance-based accountability system where they are held accountable for student academic performance. In fact, a charter school may have its Charter revoked if it does not provide sufficient data and demonstrate progress on students' performance using a variety of assessments and indicators.

For more information about the CAASPP, visit <https://www.caaspp.org/> or email [info@myacademy.org](mailto:info@myacademy.org).

## Local Assessments

All MYA students take a series of local assessments at the beginning and conclusion of each school year. This information is used to develop each students' MY PLAN (Motivated Youth

Personal Learning Adventure Now). In addition, it will also be used to measure individual student growth.

## ELPAC

Students who indicate a home language other than English on the registration form will be required to take the ELPAC Initial Assessment (“IA”) within the first 30 calendar days of enrollment.

Students who have already been identified as an English Learner at MY Academy or at a previous school, will be required to annually take the ELPAC Summative Assessment (“SA”) during the spring testing window.

For more information about the ELPAC, visit <https://www.elpac.org/> or email [info@myacademy.org](mailto:info@myacademy.org).

## Physical Fitness Test

The Physical Fitness Test (“PFT”) for students in California schools is the FITNESSGRAM®. The main goal of the test is to help students in starting life-long habits of regular physical activity.

Students in grades five, seven, and nine take the PFT. The test has multiple parts that measure students’ fitness levels and abilities. For more information about the PFT, visit <https://www.cde.ca.gov/ta/tg/pf/index.asp> or email [info@myacademy.org](mailto:info@myacademy.org).

## Student Grades

### ***Report Cards***

As per California State Law, the Teacher of Record assigns official grades. The grades awarded on the report card represent the professional evaluation by the Teacher of Record of the student's progress toward state and school standards.

### ***High School Transcript***

The high school transcript is a record of the high school courses taken and the grades and credits earned.

To request an official transcript, please visit MYA's [Parchment service](#).

### **Academic Guidance**

The MY Academy Guidance Department staff is available to assist students and Educational Rights Holders with high school planning as well as college and career guidance. To request an appointment, visit the [MY Academy website](#) or email schoolcounselor@myacademy.org.

## **Student Health, Welfare, & Safety**

### **Dangers of Synthetic Drugs**

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically, has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years.

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.

A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.

Synthetic drugs include, but are not limited to, synthetic cannabinoids ("synthetic marijuana", "spice", "K2"), methamphetamines, bath salts, and fentanyl.

The California Department of Public Health ("CDPH") has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug

increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent.

[Click here to view AB 889 – Pupil Safety: Synthetic Drugs](#)

[Click here for additional information from the CDPH's  
Substance and Addiction Prevention Branch](#)

### Universal Meals Program

Pursuant to California law, commencing with the 2022-23 school year, the Charter School shall provide two (2) nutritionally adequate meals to each student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal per meal service (breakfast and lunch) each school day on which the student is scheduled for two or more hours of educational activities at a school site, resource center, meeting space or other satellite facility operated by the Charter School. This shall apply to all pupils in kindergarten through grade twelve (12). Applications for school meals are included in the first day packets to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the application form i. Completed application forms can be returned to the main office.

Because MY Academy does not operate a school site, resource center, meeting space or other satellite facility, meals are not provided as part of the Universal Meal Program.

### Surveys About Personal Beliefs

Unless the student's Educational Rights Holder gives written permission, a student will not be given any test, questionnaire, survey, or examination containing any questions about the student's, or the student's Educational Rights Holders' personal beliefs or practices in sex, family life, morality, or religion.

### California Healthy Kids Survey

The Charter School will administer the California Healthy Kids Survey ("CHKS") to students at

grades five, seven, nine, and eleven whose Educational Rights Holder provides written permission. The CHKS is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables the Charter School to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

### Human Trafficking Prevention

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. The Charter School believes it is a priority to inform our students about (1) the prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, the Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available at the main office for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for Educational Rights Holders about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on Charter School's website for your review.

### Tobacco-Free Schools

Ample research has demonstrated the health hazards associated with the use of tobacco products, including smoking and the breathing of secondhand smoke. The Charter School provides instructional programs designed to discourage students from using tobacco products. The Charter School's Governing Board recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with the goals of the Charter School to provide a healthy environment for students and staff.

In the best interest of students, employees, and the general public, the Board therefore

prohibits the use of tobacco products at all times on Charter School property and in Charter School vehicles. This prohibition applies to all employees, students, visitors, and other persons at school or at a school-sponsored activity or athletic event. It applies to any meeting on any property owned, leased, or rented by or from the Charter School.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. Smoking or use of any tobacco-related product is also prohibited within 250 feet of the youth sports event in the same park or facility where a youth sports event is taking place. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.

The Executive Director or designee shall inform students, Educational Rights Holder, employees, and the public about this policy. All individuals on Charter School premises share in the responsibility of adhering to this policy. Additionally, the Charter School will post signs stating "Tobacco use is prohibited" prominently at all entrances to school property.

MY Academy does not tolerate the illegal use, possession, or sale of drugs, alcohol, tobacco, or related paraphernalia by students while engaged in school-sponsored educational activities or events. School administrators are required to take immediate action to prevent, discourage, and eliminate the illegal use, possession, or sale of drugs, alcohol, tobacco, or related paraphernalia while engaged in school-sponsored educational activities or events. Students found in violation are subject to discipline, up to and including suspension and/or expulsion.

Smoking and the use of all tobacco products, including the use of electronic nicotine delivery systems, such as e-cigarettes, is prohibited at all MY Academy events, at all times by all persons, including employees, students, and visitors.

### [Child Abuse Reporting](#)

As mandated reporters, Teachers of Record, instructional aides, classified staff, and other school employees are required by law to report all known or suspected cases of child abuse or neglect to the appropriate law enforcement or child welfare agency. All school staff are required to participate in yearly training to identify child abuse and learn how to report suspected abuse.

## Mental Health Services

The Charter School recognizes that, when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at the Charter School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

### Available at School:

- School-based counseling services – your child is encouraged to request from their assigned Teacher of Record connection with counseling services MYA's school psychologist supports students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact MYA's Special Education Program Manager at [programmanager@myacademy.org](mailto:programmanager@myacademy.org) or (619) 343-2048 x 123 to request an evaluation.
- Prescription medication while at a school function – if your child requires prescription medication while attending a school function and you would like assistance from School staff in providing this medication to your child, please contact your students Teacher of Record.

### Available in the Community:

- Imperial County - [Imperial County Behavioral Health Services](#)
- Riverside County - [Riverside County Department of Mental Health](#)
- San Diego County - [County of San Diego Health and Human Services Agency](#)
- Orange County - [OC Health Care Agency](#)

Mental Health Plan (MHP) in each county is responsible for providing or arranging for the provision of Specialty Mental Health Services (SMHS) to Medi-Cal beneficiaries.

- Imperial County: (800) 817-5292
- Riverside County: (800) 706-7500
- San Diego County: (888) 724-7240

- Orange County: (800) 723-8641

#### Available Nationally:

- 211 - 211 is a free information and referral service that connects people to health and human services in their community 24 hours a day, 7 days a week. 211 serves people of all income levels, languages and cultural backgrounds and is available to 96% of Californians and to 85% of U.S. households. 211 programs are supported by United Way, public and private funders, city and county agencies and more. In fact, California United Ways operate and/or provide major funding for 2-1-1 programs throughout the state. 211 also plays a critical role in providing information and support in times of disaster, such as evacuation, shelter, food, medical and recovery information, and provides public officials with feedback from callers about changing conditions.
- California Youth Crisis Hotline – 1 (800) 843-5200  
The California Youth Crisis Line is a 24/7 statewide emergency response system for youth (ages 12-24) and families in crisis. Professionally trained staff and volunteer counselors respond to calls regarding thoughts of suicide, depression, bullying, health and identity questions, trauma, human trafficking or any teen-related struggle. Translation services are available for multiple languages.
- The 988 Suicide & Crisis Lifeline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours by dialing 988.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.**
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

#### Student ID Cards

Student ID cards are available for all enrolled students in TK-12th grade. To request a card, contact your ToR. Please allow up to two weeks for processing and mailing. Any questions should be directed to the student's TOR.

In order to be in compliance with local daytime loitering laws, in the community where a student is, students should have their MYA ID card in their possession any time school is in session.

### School Safety Plan

MY Academy recognizes that students have the right to a safe and secure environment where they are free from physical and psychological harm. The school is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others. Additionally, there are a few instances even in an independent study model, that require a clear emergency preparedness plan. The Charter School has developed a Comprehensive School Safety Plan, which is written to address the safety of both the students and the staff.

The Comprehensive School Safety Plan can be found [here](#).

### Immunizations

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must provide proof of having received required immunizations (shots) before they can attend school unless they meet the requirements for an exemption. Immunization records are required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. The immunization status of all students will be reviewed periodically. Those students who are not in compliance with the State requirements must be excluded from attendance until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

TK/K-12 Admission

Diphtheria, Tetanus and Pertussis (DTaP) - Five (5) doses

Polio - Four (4) doses

Measles, Mumps, and Rubella (MMR) - Two (2) doses

Hepatitis B (Hep B) - Three (3) doses

Varicella (chickenpox) – Two (2) doses

**NOTE:** Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7<sup>th</sup>-12<sup>th</sup> grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.

### Entering 7<sup>th</sup> Grade

Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose

Varicella (chickenpox) - Two (2) doses

**NOTE:** In order to begin 7<sup>th</sup> grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet the requirements listed for grades K-12 as well as requirements for 7<sup>th</sup> grade advancement (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis). At least one dose of pertussis-containing vaccine is required on or after the 7<sup>th</sup> birthday.

### Exemptions from Immunization Requirements

All students must be fully immunized in accordance with the California Health and Safety Code, the California Code of Regulations, and this Policy with the following exceptions:

- Students who show proof of a medical exemption by a physician licensed to practice medicine in California pursuant to Health and Safety Code Sections 120370-120372.
- Commencing January 1, 2021, the CDPH standardized medical exemption form shall be the only documentation of a medical exemption that MYA shall accept.
- Medical exemptions remain valid until the earliest of: 1) the child's enrollment in the next grade span, as defined below; 2) the expiration date specified in a temporary medical exemption, which shall not exceed one year; or 3) revocation of the exemption pursuant to Health and Safety Code Section 120372.

- Students who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction are exempt from immunizations, however MYA must still request, record, and report all enrolled student's immunization status.

### Physical Examinations and Right to Refuse

All students must complete a health screening examination on or before the 90th day after the student's entrance into first grade or such students must have obtained a waiver pursuant to Health and Safety Code Sections 124040 and 124085. This examination can be obtained from your family physician or possibly through the services provided by your County Health Department. Information and forms are distributed to students enrolled in kindergarten. If your child's medical status changes, please provide the Executive Director or designee with a physician's written verification of the medical issue, especially if it impacts in any way your child's ability to perform schoolwork.

An Educational Rights Holder having control or charge of any child enrolled in the Charter School may file annually with the Executive Director or designee a written and signed statement stating that the Educational Rights Holder will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

### Oral Health Assessment

Students enrolled in kindergarten in a public school or while enrolled in first grade if the student was not previously enrolled in kindergarten in a public school are required to have an oral health assessment completed by a dental professional. Please contact the main office if you have questions about this requirement.

### Pregnant and Parenting Students

The Charter School recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place,

inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. The Charter School will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

Upon return to school after taking parental leave, a pregnant or parenting student will be able to make up work missed during the pregnant or parenting student's leave, including, but not limited to, makeup work plans and reenrollment in courses. Notwithstanding any other law, a pregnant or parenting student may remain enrolled for a fifth year of instruction in the Charter School if it is necessary in order for the student to be able to complete any graduation requirements, unless the Charter School determines that the student is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the Uniform Complaint Procedures ("UCP") of the Charter School. The complaint may be filed in writing with the compliance officer:

Motivated Youth Academy  
Operations and Program Manager  
Title IX/Uniform Complaint Procedure Coordinator  
500 La Terraza Blvd, Suite 150  
Escondido, CA 92025  
(619 343-2048  
glenz@myacademy.org

A copy of the UCP is available in the Appendices of this handbook. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Executive Director.

### [Animal Dissections](#)

Students at the Charter School may perform animal dissections as part of the science curriculum. Any student who provides their teacher with a written statement, signed by their Educational Rights Holder, specifying the student's moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof, may be excused from such activities if the teacher believes that an adequate alternative education project is possible. The alternative

education project shall require a comparable time and effort investment by the student. It shall not, as a means of penalizing the student, be more arduous than the original education project. The student shall not be discriminated against based upon their moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof.

### Suicide Prevention Policy

*Policy Adopted: October 10, 2019*

*Policy Revised: July 9, 2020*

*Policy Reviewed: August 19, 2021*

*Policy Revised: December 14, 2023*

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 Educational Rights Holders, 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:

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

### Educational Rights Holders and Caregivers Participation and Education

1. Educational Rights Holders and caregivers may be included in suicide prevention efforts. At a minimum, the Charter Schools shall share this Policy with Educational

Rights Holders and 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. Educational Rights Holders and caregivers should be invited to provide input on the development and implementation of this policy.
4. All Educational Rights Holders and 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
  - 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 Educational Rights Holder as soon as possible if appropriate and in the best interest of the student. Determination of notification to Educational Rights Holders and caregivers should follow a formal initial assessment to ensure that the student is not endangered by Educational Rights Holder 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.

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 Educational Rights Holder 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 Educational Rights Holder 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 Educational Rights Holder that the follow-up treatment has been accessed. Educational Rights Holders will be required to provide documentation of care for the student. If Educational Rights Holders 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 Educational Rights Holder 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 Educational Rights Holder 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, Educational Rights Holders, 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 Educational Rights Holder 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 Educational Rights Holder 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 Educational Rights Holder steps for re-integration to school.

Re-integration may include obtaining a written release from the Educational Rights Holder to speak with any health care providers; conferring with the student and Educational Rights Holder 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 Educational Rights Holder 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 Educational Rights Holder, about additional resources to support the student.

### 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 emotionally vulnerable and at risk of suicide.

### 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.

## Special Populations

### Special Education /Students with Disabilities

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. The Charter School provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act ("IDEIA"), Education Code requirements, and applicable policies and procedures of the Sonoma County Charter SELPA. These services are available for special education students enrolled at the Charter School. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. The Charter School collaborates with Educational Rights Holders, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEIA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact the Special Education Program Manager, at [programmanager@myacademy.org](mailto:programmanager@myacademy.org) or (619) 343-2048 x123.

MY Academy will collect information about a student's special education eligibility or services after the student is enrolled. The Educational Rights Holder should submit to the Special Education Department a complete copy of the student's most recent Individualized Education Plan ("IEP") or any related special education documentation, if special education services were previously received. MYA staff will hold an Interim IEP meeting within the first 30 days of enrollment to review the current IEP Plan and in collaboration with the IEP team make an offer of a Free and Appropriate Public Education ("FAPE"). IEP teams will meet no less than once annually, and students will be reassessed every three years. MY Academy will comply with all relevant obligations under the law, including taking reasonable steps to promptly obtain relevant pupil records from the previous school in which the student was enrolled, including records relating to providing special education and related services to the student.

## Section 504

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of a disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to learning, is eligible for accommodations by the Charter School. The Educational Rights Holder of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Executive Director or designee.

MY Academy adheres to all Section 504 legal requirements. For students transferring to MY Academy with an existing 504 Plan, MYA staff will hold a review meeting within the first 30 days of enrollment to review the current 504 Plan to collaborate with the 504 team, and update the 504 plan with the accommodations that can reasonably be implemented within MY Academy's personalized learning school model. For currently enrolled MY Academy students with an existing 504 plan, 504 review meetings are offered at the beginning of every school year. For more information on MY Academy Charter School's 504 Program, see the policy under the Appendices section of this Handbook or email [info@myacademy.org](mailto:info@myacademy.org).

## Education of Foster and Mobile Youth

**Definitions:** For the purposes of this annual notice the terms are defined as follows:

- “Foster youth” means any of the following:
  1. A child who is the subject of a petition filed pursuant to California Welfare and Institutions Code (“WIC”) section 309 (whether or not the child has been removed from the child’s home by juvenile court).
  2. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
  3. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
    - a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
    - b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
    - c. The nonminor is participating in a transitional independent living case plan.

4. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.<sup>1</sup>
  5. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
- *“Former juvenile court school student”* means a student who, upon completion of the student’s second year of high school, transfers from a juvenile court school to the Charter School.
  - *“Child of a military family”* refers to a student who resides in the household of an active duty military member.
  - *“Currently Migratory Child”* refers to a child who, within the last 12-months, has moved with an Educational Rights Holder, or other person having custody to the Charter School from another Local Educational Agency (“LEA”), either within California or from another state, so that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose Educational Rights Holders have been informed of the child’s eligibility for migrant education services. This includes a child who, without the Educational Rights Holder, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
  - *“Student participating in a newcomer program”* means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a student participating in the newcomer program will be collectively referred to as “Foster and Mobile Youth.” Within this notice, an Educational Rights Holder for a Foster and Mobile Youth will be referred to as an “Educational Rights Holder.”

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<sup>1</sup> The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

### Notice for Foster and Mobile Youth Liaison:

The Executive Director or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Motivated Youth Academy  
Student Success Coordinator  
500 La Terraza Blvd, Suite 150  
Escondido, CA 92025  
(619) 343-2048  
fosterandmobileyouth@myacademy.org

The Foster and Mobile Youth Liaison's responsibilities include but are not limited to the following:

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school for foster children.
2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.
- 3.

**School Stability:** The Charter School will work with foster youth and their Educational Rights Holder to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, clubs or esports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking reenrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). If a dispute arises regarding a foster youth's request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution

of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

**Graduation Requirements:** Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and pupils participating in a newcomer program who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption. In the case of a pupil participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the Educational Rights Holder, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's Educational Rights Holder how any of the requirements that are waived will affect the pupil's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of a child of a military family, a currently migratory child or a pupil participating in a newcomer program.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's Educational Rights Holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.

Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

**Acceptance of Course Work:** The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by Foster and Mobile Youth.

The Charter School will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country

other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

**Student Records:** When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency (“LEA”), the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student’s special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

The Charter School shall not lower a foster youth’s grades as a result of the student’s absence due to a verified court appearance, related court ordered activity, or a change in the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the pupil will be calculated as of the date the student left the Charter School.

In accordance with the Charter School’s Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without Educational Rights Holder consent. Students who are 16 years of age or older or have finished 10th grade may access their own school records.

**Discipline Determinations:** If the Charter School intends to extend the suspension of any foster youth pending a recommendation for expulsion, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

**Complaints of Noncompliance:** A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available as a link in the Appendices of this handbook.

**Availability of Complete Policy:** For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available as a link in the Appendices of this handbook.

## [Education of Homeless Children and Youth](#)

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence. It includes children and youths who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or

4. Migratory children and unaccompanied youth (youth not in the physical custody of an Educational Rights Holder) may be considered homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the Educational Rights Holder. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

**School Liaison:** The Executive Director or designee designates the following staff person as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Motivated Youth Academy  
Student Success Coordinator  
500 La Terraza Blvd, Suite 150  
Escondido, CA 92025  
(619) 343-2048  
fosterandmobileyouth@myacademy.org

The Charter School Liaison shall ensure that (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.

4. Educational Rights Holders are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by Educational Rights Holders of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the Educational Rights Holders of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, the Charter School's charter, and Board policy.
7. Educational Rights Holders and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: <https://www.cde.ca.gov/sp/hs/>

**Housing Questionnaire:** Charter School shall administer a housing questionnaire for purposes of identifying homeless children and youth. Charter School shall ensure that the housing questionnaire is based on the best practices developed by the CDE. Charter School shall annually provide the housing questionnaire to all Educational Rights Holders of students and to all unaccompanied youths at Charter School. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in English, and if fifteen (15) percent or more of the students enrolled at Charter School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a student's Educational Rights Holder or an unaccompanied youth. Charter School shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

**High School Graduation Requirements:** Homeless students who transfer to the Charter School any time after the completion of their second year of high school shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's educational rights holder, and the School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School's additional

graduation requirements and the student's educational rights holder of how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's Educational Rights Holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation

requirements will affect the student's ability to gain admission to a postsecondary educational institution.

3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

**Acceptance of Course Work:** The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

For any homeless student who enrolls at the Charter School, a copy of the Charter School's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.

## English Learners

The Charter School is committed to the success of its English Learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. The Charter School will meet all applicable legal requirements for English Learners as they pertain to annual notification to Educational

Rights Holders, student identification, placement, program options, English Learners and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding English Learners and the rights of students and Educational Rights Holders.

For detailed information about English Language Learners, please see MYA's [English Learner Master Plan](#).

## Student Rights, Conduct, & Complaint Procedures

### Educational Records and Student Information

The Family Educational Rights and Privacy Act ("FERPA") affords Educational Rights Holders and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within five (5) school days after the day MY Academy receives a request for access.

Educational Rights Holders must submit to the Executive Director or designee a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the Educational Rights Holders of the time and place where the records may be inspected.

2. Educational Rights Holders have the right to request an amendment of the student's education records that they believe is inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Educational Rights Holders who wish to ask the school to amend a record must write to the Executive Director or designee, clearly identify the part of the record they want changed, and specify why it should be changed. If MY Academy decides not to amend the record as requested by the Educational Rights Holder or eligible student, MY

Academy will notify the Educational Rights Holders of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the Educational Rights Holders when notified of the right to a hearing. If MY Academy agrees to amend the record as requested, the Executive Director must order the correction or the removal and destruction of the information and inform the Educational Rights Holders of the amendment in writing.

3. The right to provide written consent before the MY Academy discloses personally identifiable information ("PII") from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to Charter school officials with legitimate educational interests. For this purpose, a Charter 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 Charter School's Board of Directors. A Charter School official may also include a volunteer, consultant, or vendor outside of the Charter School 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 school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; or contracted provider of digital educational platforms and/or services, an Educational Rights Holder volunteering to serve on an official committee, such as a disciplinary or grievance committee; or an Educational Rights Holder, student, or other volunteer assisting another school official in performing a task on behalf of the Charter School. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Upon request, the Charter School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled, if the disclosure is for purposes of the student's enrollment or transfer.

Note that Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

4. 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 processes FERPA complaints are:

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

5. The right to request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written Educational Rights Holder consent.

FERPA permits the disclosure of PII from a students' education records, without consent of the Educational Rights Holders, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to Charter School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the Educational Rights Holder or eligible student, §99.32 of the FERPA regulations requires the Charter School to record the disclosure. Educational Rights Holders and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the Educational Rights Holders or the eligible student:

- To Charter School officials, including teachers, within the educational agency or institution whom the school has determined have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, as defined by 34 C. F. R. Part 99; To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if 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 Educational Rights Holders of the request for records at the parents/guardians/educational right holders' last

known address, unless the disclosure is initiated by the Educational Rights Holders. Additionally, the Charter School will give the Educational Rights Holders, upon request, a copy of the record that was disclosed and give Educational Rights Holders, upon request, an opportunity for a hearing;

- To certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
- 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 Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
- Accrediting organizations in order to carry out their accrediting functions;
- Educational Rights Holders of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
- 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 Educational Rights Holder or eligible student of the order or subpoena in advance of compliance, so that the Educational Rights Holder or eligible student may seek a protective order;
- Persons who need to know in cases of health and safety emergencies;
- State and local authorities, within a juvenile justice system, pursuant to specific State law;
- 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 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 nonrelated 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 students and Educational Rights Holders, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by the Charter School; and/or
- 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 discloses the final results of the disciplinary proceeding

regardless of whether the Charter School concluded a violation was committed.

“Directory Information” is information that is generally not considered harmful or an invasion of privacy if released. The Charter School may disclose the personally identifiable information that it has designated as directory information without an Educational Rights Holder’s or eligible student’s prior written consent. The Charter School has designated the following information as directory information:

- Student’s name
- Student’s address
- Educational Rights Holder’s address
- Telephone listing
- Student’s electronic mail address
- Educational Rights Holder’s electronic mail address
- Photograph/video
- Date and place of birth
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Degrees, honors, and awards received
- The most recent educational agency or institution attended
- 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 social security number, in whole or in part, cannot be used for this purpose.)

If you do not want the Charter School to disclose directory information from your child’s education records without your prior written consent, you must notify the Charter School in writing at the time of enrollment or re-enrollment.

Please notify the Executive Director at:

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

(619) 343-2048  
admin@myacademy.org

A copy of the complete Policy is available upon request at the main office.

### Use of Student Information Learned from Social Media

The Charter School complies with all federal, state, and local guidelines regarding the gathering and/or maintenance of information about any enrolled student obtained from social media in the student's educational record. The Charter School gathers student information from social media. Such information shall be maintained in the Charter School's records with regard to the student and shall be destroyed within one (1) year after a student turns 18 years of age or within one (1) year after the student is no longer enrolled in the Charter School, whichever occurs first. A non-minor student or a student's Educational Rights Holder may access the student's records for examination of the information, request the removal of information or corrections made to information gathered or maintained by the Charter School by contacting the Executive Director.

### School Search and Seizure

The Charter School recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend school activities which are safe, secure, and peaceful. As such, Charter School has adopted a Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

A student's personal cell phone, smartphone, or other personal electronic device shall not be searched by school officials without a warrant, the student's consent, or a legitimate emergency, unless the device is lost or abandoned. An emergency is any situation involving danger of death or serious physical injury to any person, that requires access to the information located or reasonably believed to be located on the electronic device. If the Charter School has a good faith belief that the device is lost, stolen, or abandoned, the Charter

School may only access electronic device information in order to attempt to identify, verify, or contact the owner of the device.

The Charter School is not prohibited from seizing/confiscating a student's personal electronic device, without searching its contents, if the student's use or possession of the private electronic device is in violation of Charter School rules or regulations.

### Student Freedom of Speech and Expression

MY Academy believes that free inquiry and exchange of ideas are essential parts of a democratic education. MYA respects students' rights to express ideas and opinions, take stands on issues, and support causes, even when such speech is controversial or unpopular.

Students shall have the right to exercise freedom of speech and of the press including, but not limited to:

1. the use of bulletin boards
2. the distribution of printed materials or petitions
3. wearing of buttons, badges, and other insignia
4. the right of expression in official school publications. "Official school publications" refers to material produced by pupils in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee. The Executive director or designee will supervise the material produced by pupils to ensure it meets professional standards of English and journalism.

Students' freedom of expression shall be limited as allowed by Education Code Section 48907, and other applicable state and federal laws. Students are prohibited from making any expressions or distributing or posting any materials that are obscene, libelous, or slanderous. The use of "fighting words" or epithets is prohibited in those instances where the speech is abusive and insulting, rather than a communication of ideas, and the speech is used in an aggressive or abusive manner in a situation that presents an actual danger that it will cause a breach of the peace. A student shall be subject to discipline for out-of-school expression, including expression on Internet websites, when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program.

The complete policy is in the Appendices of this handbook.

## Uniform Complaint Procedures (“UCP”)

The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. The Charter School shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure (“UCP”) adopted by our Governing Board for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
  - Accommodations for Pregnant, Parenting or Lactating Students;
  - Adult Education;
  - Career Technical and Technical Education;
  - Career Technical and Technical Training;
  - Child Care and Development Programs;
  - Consolidated Categorical Aid;
  - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
  - Every Student Succeeds Act;
  - Migrant Education Programs;
  - Regional Occupational Centers and Programs; and
  - School Safety Plans.
3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:

- A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

Complaints of noncompliance with laws relating to pupil fees may be filed with the Executive Director or the Compliance Officer identified below.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or Local Control and Accountability Plans ("LCAP") under Education Code sections 47606.5 and 47607.3, as applicable. If the Charter School adopts a School Plan for Student Achievement ("SPSA") in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Complaints regarding state preschool health and safety issues in local educational agencies exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated. The

Complaints other than complaints relating to pupil fees must be filed in writing with the following Compliance Officer:

Motivated Youth Academy  
Operations and Program Manager  
Title IX/Uniform Complaint Procedure Coordinator  
500 La Terraza Blvd, Suite 150  
Escondido, CA 92025  
(619) 343-2048  
admin@myacademy.org

Only complaints regarding pupil fees or LCAP compliance may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees or LCAP.

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. All other complaints under the UCP shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Charter School's Board of Directors approved the LCAP or the annual update was adopted by the Charter School.

The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and the Charter School's UCP Policy. The Compliance Officer shall provide the complainant with a final written investigation report ("Decision") within sixty (60) calendar days from the Charter School's receipt of the complaint. This sixty (60) calendar day time period may be extended by written agreement of the complainant.

The complainant has a right to appeal the Charter School's Decision to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of the date of the Charter School's written Decision, except if the Charter School has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with the Charter School, a copy of the Charter School's Decision, and the complainant must specify and explain the basis for the appeal of the Decision, including at least one of the following:

1. The Charter School failed to follow its complaint procedures.

2. Relative to the allegations of the complaint, the Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the Charter School's Decision are not supported by substantial evidence.
4. The legal conclusion in the Charter School's Decision is inconsistent with the law.
5. In a case in which the Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals the Charter School's Decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision.

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

If the Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, the Charter School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or Educational Rights Holder as applicable.

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination,

harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of the complainant's right to file a complaint in accordance with 5 C.C.R. § 4622.

A copy of the UCP shall be available upon request free of charge and is available under the Appendices of this handbook. For further information on any part of the complaint procedures, including filing a complaint or requesting a hard copy of the UCP, please contact the Executive Director.

### [Title IX, Harassment, Discrimination, Intimidation, & Bullying Policy](#)

*Policy Adopted: October 10, 2019*

*Revised: August 13, 2020*

*Revised: September 13, 2021*

*Revised: December 14, 2023*

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 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."

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Motivated Youth Academy  
*Adopted: October 10, 2019*  
*Revised: July 2022*  
*Revised: January 11, 2024*  
*Revised: month, day, year*

*Page 66 of 81*

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

#### 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 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 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:
  - 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  
 Escondido, CA 92025

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 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, Educational Rights Holder, 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 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 &amp; 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):

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\_\_\_\_ 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.

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 Signature of Complainant

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 Date

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 Print Name

To be completed by the Charter School:

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Follow up meeting with complainant held on: \_\_\_\_\_

## Professional Boundaries: Staff/Student Interaction Policy

Motivated Youth Academy (“MY Academy” or “Charter School”) recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

### Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee’s use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

#### A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

#### B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;

3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

### Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by Educational Rights Holders, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or Educational Rights Holder point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

### Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to

a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

### Examples of Specific Behaviors

The following examples are not an exhaustive list:

#### Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

#### Unacceptable Staff/Student Behaviors without Educational Rights Holder and Supervisor Permission

**(These behaviors should only be exercised when a staff member has Educational Rights Holder and supervisor permission.)**

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

#### Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities.

*Acceptable and Recommended Staff/Student Behaviors*

- (a) Getting Educational Rights Holders' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping Educational Rights Holders informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Principal about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.

- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career

## Policy Appendix

All policies listed in the appendix are public record and meet the legal annual notice requirements.

### Community Relations

[School Sponsored Field Trips and Cultural Excursions Policy](#)

[Uniform Complaint Procedures Policy](#)

[COVID-19 Safe Reopening and Operation of Schools Policy](#)

[Access to Public Records Policy](#)

[Suicide Prevention Policy](#)

### Personnel Services

[Mandated Reporter- Child Abuse Policy](#)

### Student Services

[Student Services Concepts and Roles](#)

[Educational Records and Student Information Policy](#)

[Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy](#)

[Comprehensive Self-Harm and Suicide Policy and Procedures](#)

[Immunization Policy](#)

[Student Freedom of Speech and Expression Policy](#)

[Acceptable Use Policy](#)

[Academic Integrity Policy](#)

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Motivated Youth Academy  
Adopted: October 10, 2019  
Revised: July 2022  
Revised: January 11, 2024  
Revised: month, day, year

Page 80 of 81

[Acceleration Policy](#)

[Transgender and Gender Nonconforming Student Nondiscrimination Policy](#)

[Policy on Transcripts from Non-Accredited Institutions](#)

[Communicable Contagious or Infectious Disease Prevention](#)

[Cell Phones, Smartphones, Pagers, and Other Electronic Signaling Devices Policy](#)

## **Instruction**

[Independent Study Policy](#)

[Comprehensive Sexual Health Education Policy](#)

[Education for Homeless Children and Youth Policy](#)

[Section 504- Policy, Procedures, and Parent Rights](#)

[Education for Foster Youth Policy](#)

[Mathematics Placement Policy](#)

[Local Assessments Policy](#)

[Special Education Assessment Requests Policy](#)

[Special Education Independent Educational Evaluation Policy](#)

[Special Education Certificate of Completion Policy](#)

[Attendance Policy](#)

[130 Credit Graduation Path Policy](#)

[Comprehensive School Safety Plan](#)

# Coversheet

## Consent - Personnel Services

<b>Section:</b>	VIII. Consent
<b>Item:</b>	C. Consent - Personnel Services
<b>Purpose:</b>	
<b>Submitted by:</b>	
<b>Related Material:</b>	BUS Job Descriptions 2024.6.13.pdf 2024-2025 NFP Insurance Policy Highlights.pdf 2024-2025 NFP Insurance Policy Proposal .pdf

## MOTIVATED YOUTH ACADEMY

**Date:** June 13, 2024

	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 Job Descriptions

**Background:**

Job descriptions are vital for managing the school's workforce effectively, supporting HR processes like recruitment, onboarding, accommodation assessments, performance reviews, succession planning, employee development, and salary evaluations. Regular updates ensure they eliminate outdated language, accurately reflect current responsibilities, and align qualifications, skills, and competencies with job roles. New job descriptions are created based on the school's strategic staffing objectives and emerging needs. It is recommended that the Board approve the presented job descriptions for all active positions, which reflect the updated organizational structure, in-person requirements, and essential duties aligned with the school's enrollment objectives and goals.

Classification Title
 Director and CEO
 Assistant Director
 Operations and Program Manager
 Content Area Teacher , Math, Science, ELA, History
 School Counselor
 Teacher of Record
 Teacher on Special Assignment (TOSA)
 Lead Teacher of Record Stipend
 Education Specialist
 School Psychologist_Program Manager
 EL Testing Assistant
 Instructional Assistant

 Instructional Assistant - Content Area
 Instructional Assistant- Bilingual
 Office Assistant - Student Services
 Instructional Assistant - Special Education
 Marketing Assistant
 Student Success Coordinator
 Admissions Coordinator
 Registrar and Data Specialist
 Community Program Specialist
 Administrative Services Technician
 Administrative Assistant
 Executive Assistant to the CEO
 School Admissions Liaison
 Instructional Support Clerk (Stipend)
 Master Agreement Signer (Stipend)

**Fiscal Impact:**

None

## Policy Schedule Highlights 2024 - 2025

Loc #s	Address	Buildings	Business Income/Extra Expense/Rents	Business Personal Property	Const.	Year Built	Sq. Ft.	Spkr	
1	500 La Terraza Blvd., Ste 150, Escondido, CA 92025	-	\$ 250,000	\$ 5,000	Fire/Resistive	2008	500	Yes	
2	1530 E. Grand Ave., Unit E11, Escondido, CA 92027	-	-	\$25,000	Frame	2004	120	?	
	<b>Total Limits</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ 30,000</b>					
	<b>Coverage</b>								
	Special Form, Replacement Cost, Co-Insurance 90%								
	<b>Deductibles</b>								
	Building/Business Personal Property	\$1,000							
	Business Income/Extra Expense	24 Hours							
	<b>Additional Coverages</b>	<b>Limits</b>	<b>Deductibles</b>						
	Included the Elite Property Enhancement -Schools Form								
	Undamaged Portion of Building	Included							
	<b>Crime</b>								
	Employee Theft Including ERISA Compliance	150,000	5,000						
	Forgery or Alteration	150,000							
	Computer Fraud	Excluded							
	Money & Securities - Inside	5,000							
	Money & Securities - Outside	5,000							
	Money Order/Counterfeit Currency	Excluded							
	Kidnap, Ransom, Extortion	Excluded							
	<b>Inland Marine</b>								
	Computer Coverage	150,000	\$ 1,000						
	<b>General Liability</b>								
	General Aggregate Limit	3,000,000							
	Products/Completed Operations Aggregate Limit	3,000,000							
	Each Occurrence Limit	1,000,000							
	Personal & Advertising Injury Limit	1,000,000							
	Damage to Premises Rented to You Limit	100,000							
	Medical Expense Limit, Any One Person	5,000							
	Number of Students: 293								
	Estimated Annual Revenue: \$4,000,000								
	<b>Sexual/Physical Abuse or Molestation</b>		Deductible						
	Occurrence Limit	1,000,000	None						
	Aggregate Limit	3,000,000							
	<b>Employee Benefit Liability</b>								
	Each Employee	1,000,000							
	Aggregate Limit	3,000,000							
	Retroactive Date: 7/1/2023								
	<b>Automobile</b>		Deductible						
	Liability - Includes: Non-Owned & Hired Automobile	1,000,000	None						
	Hired Automobile Physical Damage-Comprehensive &		\$500/\$1,000						
	Collision Deductibles								

## Policy Schedule Highlights 2024 - 2025

	<b><u>Educators Legal Liability</u></b>								
	Claims Made Form		Deductible						
	Educators Legal Liability Each Claim	2,000,000	25,000						
	Educators Legal Liability Aggregate	2,000,000							
	Employment Practices Liability Each Claim	2,000,000	25,000						
	Employment Practices Liability Aggregate	2,000,000							
	Retroactive Date: 6/30/2017								
	<b><u>Umbrella Liability</u></b>		Retention						
	Each Occurrence or Each Claim Limit	4,000,000	10,000						
	General Aggregate Limit	4,000,000							
	<i>Underlying Schedule: General Liability, Commercial</i>								
	<i>Automobile, Employee Benefits, Abusive Conduct</i>								
	<i>Liability and Employers Liability</i>								
	<b><u>Student Accident</u></b>								
	Base Accident Policy - Based on 293 Students								
	<b><u>Cyber</u></b>								
	Each Claim	1,000,000	5,000						
	Aggregate Limit	1,000,000							
	Includes: Incident Responses Costs, Legal and Regulatory								
	Costs, Security & Forensic Costs, Crisis Communications,								
	Privacy Breach Management, Third Party Privacy Breach,								
	See policy for additional coverage items								
	<b><u>Workers Compensation</u></b>								
	Statutory Limits - Included								
	Bodily Injury by Accident - Each Accident	1,000,000							
	Bodily Injury by Disease - Each Employee	1,000,000							
	Bodily Injury by Disease - Policy Limit	1,000,000							
		2024-2025	2023-2024						
	Package (Incl: Auto)	\$ 11,269.00	\$8,775.00						
	Educators Legal Liability	\$ 10,129.00	\$ 8,612.00						
	Cyber	\$ 4,025.19	\$ 4,425.12						
	Student Accident	\$ 1,136.00	\$ 635.00						
	Workers Compensation	\$ 13,287.00	\$ 16,197.00						
	Umbrella Liability	\$ 3,864.00	\$ 3,368.00						
	<b>Total Premium:</b>	<b>\$ 43,710.19</b>	<b>\$42,012.12</b>						
	<i>See policies for additional coverage, limitation and exclusions</i>								
	Signed Name _____ Date _____								

# Motivated Youth Academy

## Insurance Proposal



**Prepared by:**  
**Trevor Linn**, Asst Vice President  
T: (714) 505-5563  
E: [trevor.linn@nfp.com](mailto:trevor.linn@nfp.com)

**Effective Date: July 1, 2024 to July 1, 2025**  
**Presented on: June 5, 2024**





Premium Summary

Line of Coverage	Expiring Premium	Renewal Premium
Package	\$8,775.00	\$11,269.00
Management Liability	\$8,612.00	\$10,129.00
Cyber	\$4,025.19	\$4,025.19
Student Accident	\$635.00	\$1,136.00
Workers Compensation	\$16,197.00	\$13,287.00
Umbrella Liability	\$3,368.00	\$3,864.00
Total Premium:	\$42,012.12	\$43,710.19



## Named Insured

**First Named Insured**  
**Motivated Youth Academy**

**Other Named Insured**  
**County Collaborative Charter County Coll (*Included on Specific Policies*)**

***Important Notice – Rights of Named Insureds:***

***The First Named Insured is the only entity that may act on behalf of other insureds under the policy with respect to: the giving of notices of claims, giving and receiving notice of cancellation, receiving of any return premiums that may become due under the policy/policies; the receipt and acceptance of any endorsements issued to form a part of the policy, exercising or declining coverages offered during the year.***

***Please review the above-Named Insureds carefully. Any entity not shown in this section may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships, and joint ventures. Please contact us if you believe the information is inaccurate.***



Location Schedule

Location #	Building #	Address
1	1	500 La Terraza Blvd. Ste 150, Escondido, CA 92025-3876
2	1	1530 E. Grand Ave. Unit E11, Escondido, CA 92027-3113

*Only the locations shown above are included in this proposal. If any locations are not shown above and should be included for coverage, please notify us immediately.*





**Property Extensions**

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>
Waiver of Multiple Deductibles	Included
Waiver of Coinsurance on Losses \$25,000 or less	Included
Business Personal Property	Within 1250 feet
Pollutant Clean Up and Removal	\$50,000
Fire Department Service Charge	\$25,000
Newly Acquired or Constructed Property	90 days
Personal Effects	\$5,000/\$25,000
Property of Others	\$10,000
Valuable Papers and Records	\$100,000
Property Off-Premises, Including Stock	\$500,000
Property at Conventions, Fairs, Exhibitions or Special Events	\$25,000
Outdoor Property/Debris Removal	\$25,000
Emergency Vacating Expense	\$15,000
Automated External Defibrillators (AED's)	\$5,000
Lease Cancellation Moving Expenses	\$2,500
Foundations	Included
Glass Showcases	\$5,000
Arson Reward	\$25,000
Garages/Storage Sheds	\$10,000
Retaining Walls	\$5,000
Accounts Receivable	\$100,000
Business Income and Extra Expense (including Contingent and Tuition/Fees)	\$300,000
Fire Extinguisher Recharge	\$1,000
Lock Replacement	\$1,000
Reward Reimbursement	\$5,000
Inventory and Appraisals of Loss	\$5,000
Ordinance or Law-Undamaged Portion of the Building Ordinance or Law-	Building Limit
Demolition Cost	\$300,000
Ordinance or Law-Increased Cost of Construction	\$300,000
Spoilage	\$50,000
Pair, Sets or Parts	Adjustment included
Fine Arts	\$25,000
EDP Equipment and Media, including Laptops.	\$50,000/\$2,500
Water	\$30,000
Utility Services (Business Income [and extra expense] Coverage)	Extension
Furs	\$5,000
Precious Metals	\$5,000
Property in Transit	\$100,000
Off Premises Power Failure	\$25,000
Dampness/Extremes of Temperature	Deletions Excluded
Earthquake Sprinkler Leakage	\$10,000
Extended Business Income	120 days

**Please extensions are a guideline and for discussion purposes only. Refer to the actual policies for all terms and conditions that will apply in the event of a loss.**



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**Property and Casualty  
Motivated Youth Academy**

Page 9

Form Number	Form Name
BJP-190-1	0221 Commercial Lines Policy Jacket
IL N 177	0912 California Premium Refund Disclosure Notice
PI-FEES-NOTICE 1	1119 Notice Late/Non-Sufficient Funds/Reinstatement Fee
PP2020	0220 Privacy Notice For Commercial Lines
CPD-PIIC-CW	0221 Common Policy Declarations
PI-LOC-SCH	0820 Location Schedule
PI-BELL-1	1109 Bell Endorsement
PI-CME-1	1009 Crisis Management Enhancement Endorsement
IL0017	1198 Common Policy Conditions
IL0021	0908 Nuclear Energy Liability Exclusion Endorsement
IL0102	0220 California Changes - Actual Cash Value
IL0103	0907 California Changes - Actual Cash Value
IL0104	0720 California Changes
IL0270	0720 California Changes - Cancellation And Nonrenewal
IL0952	0115 Cap On Losses From Certified Acts Of Terrorism
PI-ACL-001	1218 Absolute Cyber Liability And Electronic Exclusion
PI-SAM-018	0519 Absolute Abuse or Molestation Exclusion
PI-TER-DN1	0121 Disclosure Notice Of Terrorism Ins Coverage Rejection
IL N 119	1015 California Auto Body Repair Consumer Bill Of Rights
PI-CA-AD-CDEX-NOTICE	0121 Advisory Notice To Policyholders-Notice of Red in Cov
CADS03	0310 Business Auto Declarations
Hired Or Borrowed Auto	0706 Schedule Of Hired Or Borrowed Covered Auto
CA0001	0310 Business Auto Coverage Form
CA0143	0507 California Changes
PI-AUT-001	0116 Cap On Losses From Certified Acts Of Terrorism
CRDS01	0702 Commercial Crime Coverage Part Declarations
Crime Schedule	0204 Schedule of Insuring Agreements
CR0021	0506 Commercial Crime Coverage Form (Loss Sustained Form)
CR0150	0300 California Changes-Escrow Agent
CR2012	0702 Binding Arbitration
PI-EBL-001D	0599 Employee Benefits Admin Errors And Omissions Ins Dec
PI-ARB-1	0403 Binding Arbitration
PI-EBL-001	0599 Employee Benefits Administration Errors and Omissions
PI-PPL-001 EB	0803 Prior/Pending Litigation And Known Circumstances Excl
Inland Marine Dec	0100 Commercial Inland Marine Coverage Part Declarations
Inland Marine Schedule	0100 Inland Marine Schedule



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CM0001	0904	Commercial Inland Marine Conditions
PI-CIM-053	1206	Computer Coverage Form
PI-CIM-064	1120	Earthquake Exclusion
PI-CIM-065	1120	Flood Exclusion
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG0167	0610	California Changes - Public Schools
CG2101	1185	Exclusion - Athletic or Sports Participants
CG2116	0413	Exclusion - Designated Professional Services
CG2132	0509	Communicable Disease Exclusion
CG2144	0798	Limitation of Cov to Designated Premises or Project
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
CG2230	0798	Exclusion - Corporal Punishment
CG2271	0413	Colleges Or Schools (Limited Form)
CG2402	1204	Binding Arbitration
CG3234	0105	California Changes
PI-GL-001	0917	Exclusion - Lead Liability
PI-GL-002 CA	0208	Exclusion - Asbestos Liability
PI-GL-042	0422	Total Exclusion - PFC/PFAS
PI-GLD-VS	0517	General Liability Deluxe Endorsement: Schools
PI-SAM-006	0117	Abuse Or Molestation Exclusion
PI-SE-001	0720	Special Events Endorsement
CP P 004	0706	Excl Of Loss Due To Virus Or Bacteria Advisory Notice
PI-CP-DS 00	0921	Commercial Property Coverage Part Declarations
PI-CP-SUPP-SCH 1	0921	Commercial Property Coverage Part Supplemental Sched
CP0010	1012	Building And Personal Property Coverage Form
CP0030	1012	Business Income (And Extra Expense) Coverage Form
CP0090	0788	Commercial Property Conditions
CP0140	0706	Exclusion Of Loss Due To Virus Or Bacteria
CP0449	1205	California Changes - Replacement Cost
CP1030	1012	Causes Of Loss - Special Form
CP1525	1012	Business Income Changes - Educational Institutions
CP1556	0607	Business Income Chgs - Beginning of the Period of Rest
PI-BM-001	0313	Equipment Breakdown Protection Endorsement
PI-CP-001	1001	Mold Exclusion





## General Liability Coverage Detail

<b>Carrier</b>	Philadelphia Indemnity Insurance Company
<b>A.M. Best Rating</b>	A++ XV
<b>Admitted Status</b>	Admitted
<b>Policy Period</b>	7/1/2024 to 7/1/2025
<b>Policy Form</b>	Occurrence

Coverage Description	Limit
General Aggregate	\$3,000,000
Products/Completed Operations Aggregate	\$3,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Damage – Any One Fire	\$100,000
Medical Expense – Any One Person	\$5,000
Employee Benefits*	\$1,000,000 Per Occurrence/\$3,000,000 Aggregate
Employee Benefits Retroactive Date*	7/1/2023
Sexual Abuse Molestation	\$1,000,000 Per Occurrence/\$3,000,000 Aggregate

**\*Employee Benefits Liability is a Claims-Made coverage. Insurance applies only to covered incidents that occur on or after the retroactive date AND are first reported during the policy term. Should you choose to non-renew the policy, you must purchase an Extended Reporting Period (ERP) in order to avoid a gap in coverage.**

## Schedule of Hazards

Classification	Class Code	Premises Rate	Product Rate	Exposure	Premium Basis
<b>Location 1</b>					
School-Public-Elem/Kindergarten - Students	47471	Incl	Incl	62	Student
<b>Location 1</b>					
School-Public-High	47473	Incl	Incl	231	Student
<b>Location 2</b>					
Building/Premises Office-NOC	61227	Incl	Incl	120	Area/SF
<b>Location 1</b>					
Estimated Annual Revenue				\$4,000,000	Gross Sales - Per \$1,000/Sales



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**Endorsements, Limitations, Warranties and Exclusions Include but are not Limited to the Following:**

- Coverage Territory limited to the United States unless otherwise specified.
- Exclusions
  - Expected or Intended Injury
  - Contractual Liability
  - Workers' Compensation/Employer's Liability
  - Fellow Employee Injuries
  - War or Military Action
  - Nuclear Hazard
  - Pollution
  - War
  - Racing
  - See policy for additional coverage, limitations and exclusions

***All limits, deductibles, extensions and exclusions are included only to illustrate pertinent points of coverage, or lack thereof, in the proposed insurance. Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.***



## Crime/Fidelity Coverage Detail

<b>Carrier</b>	Philadelphia Indemnity Insurance Company
<b>A.M. Best Rating</b>	A++ XV
<b>Admitted Status</b>	Admitted
<b>Policy Period</b>	7/1/2024 to 7/1/2025
<b>Policy Form</b>	Occurrence

### Location # 1

Coverage - Crime	Limit	Deductible
Schedule Employee Theft	\$150,000	\$5,000
ERISA	\$150,000	N/A
Forgery or Alteration	\$150,000	\$5,000
Theft of Money & Securities - Inside Premises	\$5,000	\$500
Money & Securities - Outside the Premises	\$5,000	\$500

### Endorsements, Limitations, Warranties and Exclusions Include but are not Limited to the Following:

- Coverage Territory limited to the United States unless otherwise specified.
- Exclusions
  - Confidential and Personal Information
  - Data Breach
  - Computer Fraud
  - Criminal Acts of Employees
  - Governmental Action
  - Indirect Loss
  - Nuclear Hazard
  - Pollution
  - War or Military Action
- See policy for additional coverage, limitations, and exclusions

**All limits, deductibles, extensions, and exclusions are included only to illustrate pertinent points of coverage, or lack thereof, in the proposed insurance. Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss.**



## Management Liability Coverage Detail

<b>Carrier</b>	Philadelphia Indemnity Insurance Company
<b>A.M. Best Rating</b>	A++ XV
<b>Admitted Status</b>	Admitted
<b>Policy Period</b>	7/1/2024 to 7/1/2025

**Note: This policy is Claims-Made. In order for coverage to apply, the claim must occur on or after the retroactive date and be reported during the policy term.**

<b>Educators Legal Liability Coverage*</b>	<b>Limit</b>	<b>Retention</b>
Policy Aggregate	\$2,000,000	
Per Claim Limit	\$2,000,000	\$25,000

<b>Employment Practices Liability Coverage*</b>	<b>Limit</b>	<b>Retention</b>
Policy Aggregate	\$2,000,000	
Per Claim Limit	\$2,000,000	\$25,000
FSLA/Wage and Hour Defense Coverage Sublimit	Excluded	Excluded

-Includes Directors & Officers Liability

\*Shared Limits

<b>Defense</b>	
Defense Included in limit	Yes
Defense Reimbursement Payments – Occurrence – Non-Monetary Retention:	\$10,000
Defense Reimbursement Payments Aggregate	\$100,000 Per Occurrence/ \$300,000 Aggregate

<b>Terms and conditions</b>	
Retroactive Date	6/30/2017



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Motivated Youth Academy**

Page 19

**Extended Reporting Period**

Should you choose to non-renew the policy, you must purchase an Extended Reporting Period (ERP) in order to avoid a gap in coverage. It is available, but only by endorsement and for an additional charge. You must notify our office of your intent to purchase the ERP Endorsement before the termination of the policy. An ERP Endorsement will not go into effect until the additional premium for the Extended Reporting Endorsement is paid in full.

Automatic Limited Extended Reporting Period	See Policy Form
One Year	70% of Premium
Two Years	100% of Premium
Three Years	150% of Premium

**Form Numbers**
**Form Names**

BJP-190-1	0221	Commercial Lines Policy Jacket
LAH-Notice	0813	Policyholder Notice (Loss Assistance Hotline)
IL N 177	0912	California Premium Refund Disclosure Notice
PI-FEES-NOTICE 1	1119	Notice Late/Non-Sufficient Funds/Reinstatement Fee
PP2020	0220	Privacy Notice For Commercial Lines
CPD-PIIC-CW	0221	Common Policy Declarations
PI-BELL-1	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
PI-ACL-001	1218	Absolute Cyber Liability And Electronic Exclusion
PI-PROF-002	0620	Absolute Communicable Disease Exclusion - Prof Liab
PI-EPS-002	0516	Educators Professional Select Policy Declarations
PI-EPS-001	0720	Educators Professional Select Insurance Policy
PI-EPS-004	0116	Access Or Disclosure Of Confidential Or Personal Info
PI-EPS-019	0116	Failure To Maintain Insurance Endorsement
PI-EPS-020	0116	Failure To Pay Bonds Exclusion
PI-EPS-022	0116	Securities Exclusion Endorsement
PI-EPS-023	0516	Shared Limits Endorsement
PI-EPS-032	0420	Liberalization Clause
PI-SLD-CA 1	0514	California Changes - Cancellation And Nonrenewal



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## Important

- Coverage is written on a Claims-Made form, insurance applies only to covered incidents that occur on or after the retroactive date AND are first reported during the policy term or during an Extended Reporting Period, should you purchase one.
- Your duties and obligations are outlined in the policy. We ask that you familiarize yourself with the Claims Reporting section of the policy which outlines your duties in the event of an accident, occurrence, claim, or suit.

### Endorsements, Limitations, Warranties and Exclusions Include but are not Limited to the Following:

- Coverage Territory limited to the United States unless otherwise specified.
- Exclusions
  - Asbestos
  - Bodily Injury
  - Contractual
  - Fraudulent, Dishonest, Malicious, criminal or Intentional Wrongful Acts or Omissions
  - Fungi, Bacteria or Organic Pathogens
  - Insured vs Insured
  - Intellectual Property Office
  - Investment Advice
  - Law Enforcement
  - Lead
  - Non-Monetary Relief
  - Outside Entity
  - Personal & Advertising Injury
  - Pollution
  - Prior or Pending Claim, Litigations, Proceedings or Hearings
  - Professional Services
  - Property Damage
  - Radioactive/Nuclear Material
  - Recording and Distribution of Material or Information in Violations of Law
  - Sexual Abuse and Molestation
  - Strikes, Lockouts or Civil Commotion
  - Violations of Laws Applicable to Employers
  - Wage and Hour Violation
  - Employers Liability
  - War
  - See policy for additional coverage, limitations, and exclusions

***All limits, deductibles, extensions, and exclusions are included only to illustrate pertinent points of coverage, or lack thereof, in the proposed insurance. Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss.***

## EXTENDED REPORTING PERIOD

Should you choose to non-renew the policy, you must purchase an Extended Reporting Period (ERP) in order to avoid a gap in coverage. It is available, but only by endorsement and for an additional charge. You must notify our office of your intent to purchase the ERP Endorsement before the termination of the policy. An ERP Endorsement will not go into effect until the additional premium for the Extended Reporting Endorsement is paid in full.



## Cyber Liability Coverage Detail

<b>Carrier</b>	Certain Underwriters @ Lloyds
<b>A.M. Best Rating</b>	Not rated
<b>Admitted Status</b>	Non-Admitted
<b>Policy Period</b>	7/1/2024 to 7/1/2025

**Note: This policy may contain coverage written on a Claims-Made basis. In order for Claims-made coverage to apply, the claim must occur on or after the Retroactive Date and be reported during the policy term.**

Coverage	Claims Made or Occurrence	Limit	Retention
Aggregate Limit of Liability	Claims Made	\$1,000,000	\$5,000
<b>Cyber Incident Response</b>			
Incident Response	Claims Made	\$1,000,000	\$5,000
Legal and Regulatory	Claims Made	\$1,000,000	\$5,000
IT Security and Forensic	Claims Made	\$1,000,000	\$5,000
Crisis Communication	Claims Made	\$1,000,000	\$5,000
Privacy Breach Management	Claims Made	\$1,000,000	\$5,000
Third Party Privacy Breach Management	Claims Made	\$1,000,000	\$5,000
Post Breach Remediation	Claims Made	\$50,000	\$5,000
<b>Cyber Crime</b>			
Funds Transfer Fraud	Claims Made	\$250,000	\$5,000
Thefts of Funds Held in Escrow	Claims Made	\$250,000	\$5,000
Theft of Personal Funds	Claims Made	\$250,000	\$5,000
Extortion	Claims Made	\$1,000,000	\$5,000
Corporate Identity Theft	Claims Made	\$250,000	\$5,000
Telephone Hacking	Claims Made	\$250,000	\$5,000
Push Payment Fraud	Claims Made	\$50,000	\$5,000
Unauthorized Use of Computer Resources	Claims Made	\$250,000	\$5,000
<b>System Damage and Business Interruptions</b>			
System Damage and Rectification	Claims Made	\$1,000,000	\$5,000
Income Loss and Extra Expense	Claims Made	\$1,000,000	\$5,000
Additional Extra Expense	Claims Made	10% Limit Capped at \$100,000	\$5,000
Consequential Reputational Harm	Claims Made	\$1,000,000	\$5,000
Claim Preparation	Claims Made	\$25,000	\$5,000



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**25% MINIMUM EARNED, TAXES AND FEE FULLY EARNED, NO FLAT CANCELLATION**

Defense	
Defense Cost Inside or Outside Limit of Liability	Inside
Duty to Defend Clause	Yes

Terms and Conditions	
Retroactive Date	None
Coverage Territory	Worldwide
Business Activities	Educational Entity

Extended Reporting Period	
Should you choose to non-renew the policy, you must purchase an Extended Reporting Period (ERP) in order to avoid a gap in coverage. It is available, but only by endorsement and for an additional charge. You must notify our office of your intent to purchase the ERP Endorsement before the termination of the policy. An ERP Endorsement will not go into effect until the additional premium for the Extended Reporting Endorsement is paid in full.	
Automatic Limited Extended Reporting Period	See Policy Form
One Year	See Policy Form
Two Years	See Policy Form
Three Years	See Policy Form



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Page 23

**Endorsements**

Premium Pay Clause  
Subjectivity Condition Clause  
Sanction Limitation and Exclusion Clause  
Terrorism Risk Insurance Act Clause  
Education Organizational Special Amendatory Clause



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## Student Accident Coverage Detail

<b>Carrier</b>	Philadelphia Indemnity Insurance Company
<b>A.M. Best Rating</b>	A++ XV
<b>Admitted Status</b>	Admitted
<b>Policy Period</b>	7/1/2024 to 7/1/2025

Coverage, Benefits & Limit	Limit	
Accident Medical Expense Per Participant Per Accident	\$50,000	
Accident Medical Expense Aggregate	No Aggregate	
Benefit Amount – Of Usual & Customary Charge	100%	
Accident Dental Expense	\$0	
Deductible	\$0	
Deductible Type	None	
Benefit Period	1 Year	
Plan type	Full Excess	
Accidental Death	\$25,000	
Accidental Dismemberment – Up to per Schedule of Covered Losses	\$50,000	
Accidental Paralysis	\$50,000	
Accidental Death & Dismemberment and Paralysis Aggregate	\$500,000 Per Accident	

Based on 293 Students

### Eligible Persons

All authorized volunteers and enrolled students of the policyholder, grades Pre-K to 12.

### Covered Activities

While participating in school sponsored and/or supervised activities, including after school activities, of the Policyholder, including travel to and from the school and traveling for field trips and after school activities.

### **DEFERRED DENTAL EXPENSE BENEFIT ENDORSEMENT**

Deferred Treatment Period	to age 21
Deferred Treatment Maximum Benefit	\$1,000
Benefit Percentage	100%

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**Workers' Compensation Coverage Detail**

<b>Carrier</b>	Technology Insurance Company
<b>A.M. Best Rating</b>	A- XV
<b>Admitted Status</b>	Admitted
<b>Policy Period</b>	7/1/2024 to 7/1/2025

**Part I – Workers' Compensation**

Statutory Limits

States Covered: AL, CA, CO, TX

**Part II – Employers Liability**

Coverage	Limit
Each Accident	\$1,000,000
Disease – Policy Limits	\$1,000,000
Disease – Each Employee	\$1,000,000

**Part III – Other States**

Other States Covered:

Loc #	State	Class Code	Classification	Estimated Annual Payroll	Base Rate	Net Rate	Estimated Annual Premium
1	AL	8868	School-Professional Employees & Clerical	\$1,000	0.270	-	\$3.00
2	CA	8868	College or Schools-Academic Professionals	\$1,324,439	0.890	-	\$11,788
3	CO	8868	School-Professional Employees & Clerical	\$1,000	0.390	-	\$4.00
4	TX	8868	School-Professional Employees & Clerical	\$59,435	0.230	-	\$137.00

**Please review the above Payroll numbers for accuracy. Please contact us if you believe the information is inaccurate as inaccurate Payroll could result in over/under insurance.**

**Alabama & Colorado – Minimum Payroll: \$1,000**

**Estimated Annual Payroll: \$1,385,574**





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## Umbrella/Excess Liability Coverage Detail

<b>Carrier</b>	Philadelphia Indemnity Insurance Company
<b>A.M. Best Rating</b>	A++ XV
<b>Admitted Status</b>	Admitted
<b>Policy Period</b>	7/1/2024 to 7/1/2025
<b>Policy Form</b>	Occurrence

Policy Limits of Liability	Limit
Each Occurrence	\$4,000,000
Annual Aggregate	\$4,000,000
Retained Limit/Deductible	\$10,000

## Underlying Coverages

Policy Type	Carrier/Policy #	Policy Term	Limit
Commercial Auto	Philadelphia Indemnity Ins Co. #TBD	7/1/2024 to 7/1/2025	
Combined Single Limit - Each Accident			\$1,000,000
Bodily Injury - Each Accident			
Bodily Injury - Each Person			
Property Damage - Each Accident			
General Liability	Philadelphia Indemnity Ins Co. #TBD	7/1/2024 to 7/1/2025	
Each Occurrence			\$1,000,000
General Aggregate			\$3,000,000
Products & Completed Ops Aggregate			\$3,000,000
Personal & Advertising Injury			\$1,000,000
Damage to Rented Premises			
Medical Expense			
Incl; Employee Benefits Liability & Abuse & Molestation	Technology Ins Co. #TBD	7/1/2024 to 7/1/2025	
Workers' Compensation			
Each Accident			\$1,000,000
Disease Each Employee			\$1,000,000
Disease Policy Limit	Philadelphia Indemnity Ins Co. #TBD	7/1/2024 to 7/1/2025	\$1,000,000
General Liability			\$1,000,000













## Action Items, Subjectivities, and Binding Requirements

- Signed Authorization to Bind page 35 of insurance proposal
- Cyber Insurance Coverage
- Updated Cyber application completed and signed
- Signed Disclosure Form





Next Steps

Action Item	Ownership	Date
Finalize Coverage Terms	NFP	Prior to 7/1/2024
Executed Binding Subjectivities (As Applicable)	Client	Prior to 7/1/2024
Provide NFP Bind Order	Client	Prior to 7/1/2024
Coverage Binds	Client / NFP	Prior to 7/1/2024
Renewal Certificates of Insurance Delivery	NFP	Prior to 7/1/2024
Complete Invoices	NFP	After 7/1/2024
Provide Updated Summary of Insurance	NFP	If Applicable



## Claims Reporting

### All Loss Types

- Policy Number
- Date, time, and location of loss
- Details of loss - what happened, how did it happen, where did it happen, when did it happen?

**The following provides the basic information required. Additional supporting documents may be necessary to evidence a claim.**

### Automobile

- Other party's name, address, phone number, driver's license information, and their insurance company information including policy number
- Witness information, if applicable
- Pictures of the vehicles
- Names and address of any passengers as well as witnesses
- Police report
- Any copies of request, demand, order, notice, summons or legal papers
- Medical records

### Environmental/Management Liability/Professional

- Any written demand, administrative charge, subpoena, litigation, etc.
- Pictures
- Description of incident
- Name and address of injured parties along with witnesses to incident

### General Liability

- Name of authority and report/case number
- Witnesses names, addresses and phone numbers
- Any additional notes/comments or specific information such as incident reports, attorney representation letters, copy of lawsuits etc.

### Property

- Property Involved - Description of property, i.e. real property, personal property, machinery and equipment, inventory, Business Interruption, etc.
- Estimate of loss and damage - If known at the time of reporting.
- In the event of a theft or vandalism, immediately notify the Police Department, please advise case number and Police Department reported to.
- Complete inventories of damaged and undamaged property

### Workers Compensation

- Name of Injured Employee
- Date of Injury/onset of Illness
- Time of injury





## Guide to Best's Financial Strength Ratings

Best's Financial Strength Rating (FSR) Scale			
Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
*Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".			
Financial Strength Non-Rating Designations			
Designation Symbols	Designation Definitions		
E	Status assigned to insurers that are publicly placed, via court order into conservation or rehabilitation, or the international equivalent, or in the absence of a court order, clear regulatory action has been taken to delay or otherwise limit policyholder payments.		
F	Status assigned to insurers that are publicly placed via court order into liquidation after a finding of insolvency, or the international equivalent.		
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.		
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AM Best.		
Rating Disclosure – Use and Limitations			
<p>A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance, business profile and enterprise risk management or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches.</p> <p>Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AM Best) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AM Best.</p>			
<p>For the most current version, visit <a href="http://www.ambest.com/ratings/index.html">www.ambest.com/ratings/index.html</a>. BCRs are distributed via the AM Best website at <a href="http://www.ambest.com">www.ambest.com</a>. For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Guide to Best's Credit Ratings" available at no charge on the AM Best website. BCRs are proprietary and may not be reproduced without permission. <b>Copyright © 2022 by A.M. Best Company, Inc. and/or its affiliates. ALL RIGHTS RESERVED. Version 121719</b></p>			



# Coversheet

## Consent - Policy Development

<b>Section:</b>	VIII. Consent
<b>Item:</b>	D. Consent - Policy Development
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	

**Related Material:**

MYA 1020 School Sponsored Field Trips and Cultural Excursions Policy - Redlined - 2024.06.07.pdf

MYA 1020 School Sponsored Field Trips and Cultural Excursions Policy - For Board Approval - 2024.06.07.pdf

MYA 1025 UCP Policy and Complaint Form - Redlined - 2024.06.07.pdf

MYA 1025 UCP Policy and Complaint Form - For Board Approval - 2024.06.07.pdf

MYA 1030 COVID-19 Safe Reopening and Operation of Schools Policy - Redlined - 2024.06.07 - Google Docs.pdf

MYA 1030 COVID-19 Safe Reopening and Operation of Schools Policy - For Board Approval - 2024.06.07 - Google Docs.pdf

MYA 1035 Access to Public Records Policy - Redlined - 2024.03.28.pdf

MYA 1035 Access to Public Records Policy - For Board Approval - 2024.03.28.pdf

MYA 1112 Media Communications Policy - Redlined - 2024.06.03.pdf

MYA 1112 Media Communications Policy - For Board Approval - 2024.06.03.pdf

MYA 5000 Student Services Concepts and Roles - Redlined - 2024.06.13.pdf

MYA 5000 Student Services Concepts and Roles - For Board Approval - 2024.06.13.pdf

MYA 5010 Educational Records and Student Information Policy - Redlined - 2024.06.13.pdf

MYA 5010 Educational Records and Student Information Policy - For Board Approval - 2024.06.13.pdf

MYA 5015 Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy - Redlined - 2024.06.13.pdf

MYA 5015 Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy - For Board Approval - 2024.06.13.pdf

MYA 5020 Suicide Prevention Policy - Redlined - 2024.06.03.pdf

MYA 5020 Suicide Prevention Policy - For Board Approval - 2024.06.13.pdf

MYA 5030 Immunization Policy - Redlined - 2024.06.13.pdf

MYA 5030 Immunization Policy - For Board Approval - 2024.06.13.pdf

MYA 5035 Student Freedom of Speech and Expression Policy - Redlined - 2024.06.13.pdf

MYA 5035 Student Freedom of Speech and Expression Policy - For Board Approval - 2024.06.13.pdf

MYA 5045 Acceptable Use Policy - Redlined - 2024.06.13.pdf

MYA 5045 Acceptable Use Policy - For Board Approval - 2024.06.13.pdf

MYA 5050 Academic Integrity Policy - Redlined - 2024.06.13.pdf

MYA 5050 Academic Integrity Policy - For Board Approval - 2024.06.13.pdf

MYA 5060 Acceleration Policy - Redlined - 2024.06.13.pdf

MYA 5060 Acceleration Policy - For Board Approval - 2024.06.13.pdf

MYA 5070 Transgender and Gender Nonconforming Student Nondiscrimination Policy - Redlined - 2024.06.13.pdf

MYA 5070 Transgender and Gender Nonconforming Student Nondiscrimination Policy - For Board Approval - 2024.06.13.pdf

MYA 5075 Transcripts From Non-Accredited Schools Policy - Redlined - 2024.06.13.pdf

MYA 5075 Transcripts From Non-Accredited Schools Policy - For Board Approval - 2024.06.13.pdf

MYA 5085 Communicable, Contagious, Or Infectious Disease Prevention Policy - Redlined - 2024.06.13.pdf

MYA 5085 Communicable, Contagious, Or Infectious Disease Prevention Policy - For Board Approval - 2024.06.13.pdf

MYA 5110 Cell Phones, Smartphones, Pagers & Other Electronic Signaling Device Policy - For Board Approval - 2024.06.13.pdf

MYA 5110 Cell Phones, Smartphones, Pagers & Other Electronic Signaling Device Policy - Redlined - 2024.06.13.pdf

MYA 6115 Attendance Policy - Redlined - 2024.06.13.pdf

MYA 6115 Attendance Policy - For Board Approval - 2024.06.13.pdf

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

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

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

**Definition**

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

**Selection of Field Trips**

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

**Responsibilities**

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

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

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

**Participation**

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

**Permission Slips**

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

1. Educational Rights HoldersParents/guardians should be notified at least two (2) weeks in advance of day field trips unless there are special circumstances approved by the Executive Director.
2. Educational Rights HoldersParents/guardians should be notified at least four (4) weeks in advance of overnight field trips. The purpose of this notice is to inform Educational

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

**Educational Rights Holders** ~~parents/guardians~~ of any special items, i.e., down sleeping bags, etc. they may need to borrow in order to outfit their student appropriately and to notify **Educational Rights Holders** ~~parents/guardians~~ of estimated costs to allow time to budget for their financial contribution.

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

Items that will be included on the permission slip are:

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

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

**Disciplinary Rules**

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

**Defraying Expenses of Field Trips**

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

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

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

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

**Records**

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

**Field Trip Safety**

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

**Supervision of Field Trips**

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

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

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

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

**Accident Insurance**

The Charter School provides student accident insurance which covers medical expenses arising from student injuries while participating in a Charter School-sponsored activity. The family's health insurance is primary, but if there is no health insurance, MYA's Student Accident Insurance

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

becomes primary. Information and applications for student accident insurance are available from the Executive Director. The cost incurred by MYA shall be covered by the pupil or his or her Educational Rights Holderparent or guardian.

**Educational Rights HolderParent or Guardian Participation in Field Trips**

As field trips are an integral part of the MYA learning experience, Educational Rights Holdersparents/guardians are requested to participate with their students. The Executive Director or the coordinating teacher will provide Educational Rights Holdersparents and guardians with specific supervisory guidelines prior to any Charter School group trip involving students. Topics to be included are safety regulations, emergency responses, and responsibilities of the parent volunteers and language or behavior requirements of all attendees. Each Educational Rights Holderparent or guardian will be responsible for their student at all times during the field trip. Under no circumstances will an Educational Rights Holderparent or guardian consume alcohol or use controlled substances (except for medications taken under a physician's orders) during a field trip. The Educational Rights Holderparent or guardian will notify the MYA's "Operations and Project Manager" in advance of the field trip, should the Educational Rights Holdersparent/guardian be under a physician's orders and using medications.

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

**Transportation**

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

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

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

1. Proof of liability insurance for their vehicle with a minimum of \$100K/\$300K coverage.
2. A copy of their Driver's License and Vehicle Registration. A written statement acknowledging that their insurance carrier is the primary agent responsible for insurance during the field trip or excursion.

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

3. A criminal background check conducted by the California Department of Justice ("DOJ"). Employees or volunteers whose DOJ report reveals a Driving Under the Influence conviction shall not be permitted to transport students or operate any vehicle on Charter School business for ten (10) years from the date of the conviction. Any employee or volunteer convicted of a felony shall not be permitted to transport Charter School students on Charter School business.
4. A Department of Motor Vehicles record. Employees or volunteers with driving records with two (2) points or more shall not be permitted to transport students or operate any vehicle for Charter School field trips and excursions.

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

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

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

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

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

**Overnight and Out-of-Area Field Trips**

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

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

**COMMUNITY RELATIONS****1020-MYA****SCHOOL SPONSORED FIELD TRIPS & CULTURAL EXCURSIONS POLICY****Family Led Field Trips/Excursions**

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

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

## COMMUNITY RELATIONS

1020-MYA

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### SCHOOL SPONSORED FIELD TRIPS & CULTURAL EXCURSIONS POLICY

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**Motivated Youth Academy**

*Policy Adopted: November 18, 2021*

*Policy Revised*~~Revision Adopted~~: May 11, 2023

*Policy Revised: month, day, year*

*Page 8 of 7*

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

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

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

**Definition**

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

**Selection of Field Trips**

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

**Responsibilities**

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

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

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

**Participation**

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

**Permission Slips**

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

1. Educational Rights Holders should be notified at least two (2) weeks in advance of day field trips unless there are special circumstances approved by the Executive Director.
2. Educational Rights Holders should be notified at least four (4) weeks in advance of overnight field trips. The purpose of this notice is to inform Educational Rights Holders

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

of any special items, i.e., down sleeping bags, etc. they may need to borrow in order to outfit their student appropriately and to notify Educational Rights Holders of estimated costs to allow time to budget for their financial contribution.

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

Items that will be included on the permission slip are:

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

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

**Disciplinary Rules**

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

**Defraying Expenses of Field Trips**

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

Educational Rights Holders attending a specified field trip are expected to pay for the costs of their own expenses. Payments will be accepted in advance via methods approved by the Charter

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

School. NO CASH WILL BE ACCEPTED.

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

**Records**

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

**Field Trip Safety**

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

**Supervision of Field Trips**

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

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

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

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

**Accident Insurance**

The Charter School provides student accident insurance which covers medical expenses arising

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

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

**Educational Rights Holder Participation in Field Trips**

As field trips are an integral part of the MYA learning experience, Educational Rights Holders are requested to participate with their students. The Executive Director or the coordinating teacher will provide Educational Rights Holders with specific supervisory guidelines prior to any Charter School group trip involving students. Topics to be included are safety regulations, emergency responses, and responsibilities of the parent volunteers and language or behavior requirements of all attendees. Each Educational Rights Holder will be responsible for their student at all times during the field trip. Under no circumstances will an Educational Rights Holder consume alcohol or use controlled substances (except for medications taken under a physician's orders) during a field trip. The Educational Rights Holder will notify the MYA's "Operations and Project Manager" in advance of the field trip, should the Educational Rights Holder be under a physician's orders and using medications.

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

**Transportation**

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

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

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

1. Proof of liability insurance for their vehicle with a minimum of \$100K/\$300K coverage.

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

2. A copy of their Driver's License and Vehicle Registration. A written statement acknowledging that their insurance carrier is the primary agent responsible for insurance during the field trip or excursion.
3. A criminal background check conducted by the California Department of Justice ("DOJ"). Employees or volunteers whose DOJ report reveals a Driving Under the Influence conviction shall not be permitted to transport students or operate any vehicle on Charter School business for ten (10) years from the date of the conviction. Any employee or volunteer convicted of a felony shall not be permitted to transport Charter School students on Charter School business.
4. A Department of Motor Vehicles record. Employees or volunteers with driving records with two (2) points or more shall not be permitted to transport students or operate any vehicle for Charter School field trips and excursions.

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

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

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

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

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

**Overnight and Out-of-Area Field Trips**

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

1. All overnight field trips must be accompanied by at least one certificated staff person.

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

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2. Ratio of adults to students shall be adequate to the activities undertaken, age of the students, and specific requirements of the trip. Recommended ratios of students to adults are at least 10 to 1 for overnight trips.

**Family Led Field Trips/Excursions**

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

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

## UNIFORM COMPLAINT POLICY

It is the policy of Motivated Youth Academy (“MYA” or “School”) to comply with applicable federal and state laws and regulations. The School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate. This complaint procedure is adopted to provide a uniform system of complaint processing (“UCP”) for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity (including traits historically associated with race, including, but not limited to, hair texture and protected hairstyles such as braids, locks, and twists), religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any School program or activity.
2. Complaints alleging a violation of state or federal law or regulations governing the following programs:
  - a. Accommodations for Pregnant, Parenting or Lactating Students;
  - b. Adult Education;
  - c. Career Technical and Technical Education;
  - d. Career Technical and Technical Training;
  - e. Child Care and Development Programs;
  - f. Consolidated Categorical Aid;
  - g. Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
  - h. Every Student Succeeds Act;
  - i. Migrant Education Programs;
  - j. Regional Occupational Centers and Programs; and/or
  - k. School Safety Plans.
3. Complaints alleging that a pupil enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
  - a. “Educational activity” means an activity offered by a school, school district, charter school or county office of education that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
  - b. “Pupil fee” means a fee, deposit or other charge imposed on pupils, or a pupil’s **Educational Rights Holders**~~parents or guardians~~, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all pupils without regard to their families’ ability or willingness to pay fees or request special waivers, as provided for in

## UNIFORM COMPLAINT POLICY

*Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:

- i. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
  - ii. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
  - iii. A purchase that a pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
- c. A pupil fees complaint and complaints regarding local control and accountability plans ("LCAP") only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.
- d. If the School finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, the School shall provide a remedy to all affected pupils, ~~and Educational Rights Holderparents, and guardians~~ that, where applicable, includes reasonable efforts by the School to ensure full reimbursement to all affected pupils, ~~and Educational Rights Holderparents, and guardians~~, subject to procedures established through regulations adopted by the state board.
- e. Nothing in this policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or the School and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.
4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF"), LCAP under Education Code sections 47606.5 and 47607.3, as applicable. If the School adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California

**COMMUNITY RELATIONS****1025-MYA****UNIFORM COMPLAINT POLICY**

Code of Regulations (“C.C.R.”) sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

The School acknowledges and respects every individual’s rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) the confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. The School cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, the School will attempt to do so as appropriate. The School may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the Director of Human Resources or designee on a case-by-case basis. The School shall ensure that complainants are protected from retaliation.

**Compliance Officer(s)**

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure the School’s compliance with law:

Gigi Lenz  
Operations and Program Manager  
500 La Terraza Blvd  
Escondido, CA 92025

The Director, or designee shall ensure that the compliance officer(s) designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the Director, or designee.

Should a complaint be filed against the Director, the compliance officer for that case shall be the President of the Board of Directors.

**Notifications**

The Director or designee shall make available copies of this Policy free of charge. The annual notice of this Policy may be made available on the School’s website.

The School shall annually provide written notification of the School’s UCP to employees, students, **Educational Rights Holder**~~parents and/or guardians~~, advisory committees, private school officials or representatives, and other interested parties as applicable.

**COMMUNITY RELATIONS****1025-MYA****UNIFORM COMPLAINT POLICY**

The annual notice shall be in English. When necessary under Education Code section 48985, if fifteen (15) percent or more of the pupils enrolled in the School speak a single primary language other than English, this annual notice will also be provided to the **Educational Rights Holder**~~parent/guardian~~ of any such students in their primary language.

The annual notice shall include the following:

- (a) A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
- (b) A statement clearly identifying any California State preschool programs that the School is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that the School is operating pursuant to Title 22 licensing requirements.
- (c) A statement that the School is primarily responsible for compliance with federal and state laws and regulations.
- (d) A statement that a pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
- (e) A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
- (f) A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
- (g) A statement that the complainant has a right to appeal the School's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of the School's decision, except if the School has used its UCP to address a complaint that is not subject to the UCP requirements.
- (h) A statement that a complainant who appeals the School's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
- (i) A statement that if the School finds merit in a UCP complaint, or the CDE finds merit in an appeal, the School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or **Educational Rights Holder**~~parent/guardian~~ as applicable.
- (j) A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code § 262.3.
- (k) A statement that copies of the School's UCP shall be available free of charge.

**Procedures**

**COMMUNITY RELATIONS****1025-MYA****UNIFORM COMPLAINT POLICY**

The following procedures shall be used to address all complaints which allege that the School has violated federal or state laws or regulations enumerated in the section “Scope,” above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

**Step 1: Filing of Complaint**

Any individual, including a person’s duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the Director of Human Resources or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the Director of Human Resources or designee shall be made in writing. The period for filing may be extended by the Director of Human Resources or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The Human Resources Manager shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the School Board of Directors approved the LCAP or the annual update was adopted by the School.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, the School staff shall assist the complainant in the filing of the complaint.

**COMMUNITY RELATIONS****1025-MYA****UNIFORM COMPLAINT POLICY****Step 2: Mediation**

Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

The use of mediation shall not extend the School's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

**Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

The complainant and/or the complainant's representative shall have an opportunity to present evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or a complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

The School's refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

**Step 4: Final Written Decision**

The School shall issue an investigation report (the "Decision") based on the evidence. The School's Decision shall be in writing and sent to the complainant within sixty (60) calendar days of the School's receipt unless the timeframe is extended with the written agreement of the complainant. The School's Decision shall be written in English and in the language of the complainant whenever feasible or as

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## UNIFORM COMPLAINT POLICY

required by law.

The Decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether the School is in compliance with the relevant law.
3. Corrective actions, if the School finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal the School's Decision within thirty (30) calendar days to the CDE, except when the School has used its UCP to address complaints that are not subject to the UCP requirements..
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of the School's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

### Appeals to the CDE

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the School's Decision. The appeal shall be accompanied by a copy of the complaint filed with the School and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

1. The School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the School's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the School's Decision are not supported by substantial evidence.
4. The legal conclusion in the School's Decision is inconsistent with the law.
5. In a case in which the School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the complainant has appealed the School's Decision, the Director of

**COMMUNITY RELATIONS****1025-MYA****UNIFORM COMPLAINT POLICY**

Human Resources or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.
5. A copy of the School's complaint procedures.
6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to the School for resolution as a new complaint. If the CDE notifies the School that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, the School will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by the School when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists, including but not limited to cases in which through no fault of the complainant, the School has not taken action within sixty (60) calendar days of the date the complaint was filed with the School.

**Civil Law Remedies**

A complainant may pursue available civil law remedies outside of the School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law

**UNIFORM COMPLAINT POLICY**

remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the School has appropriately, and in a timely manner, apprised the complainant of their right to file a complaint. ▀

**COMMUNITY RELATIONS****1025-MYA****UNIFORM COMPLAINT POLICY****UNIFORM COMPLAINT PROCEDURE FORM**

Last Name: \_\_\_\_\_ First Name/MI: \_\_\_\_\_

Student Name (if applicable): \_\_\_\_\_ Grade: \_\_\_\_ Date of Birth: \_\_\_\_\_

Street Address/Apt. #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

School/Office of alleged violation:  
\_\_\_\_\_**For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Adult Education  | <input type="checkbox"/> Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families | <input type="checkbox"/> Local Control Funding Formula/ Local Control and Accountability Plan |
| <input type="checkbox"/> Career Technical and Technical Education/Career Technical and Technical Training | <input type="checkbox"/> Every Student Succeeds Act  | <input type="checkbox"/> Migrant Education Programs   |
| <input type="checkbox"/> Child Care and Development   |  | <input type="checkbox"/> Regional Occupational Centers and Programs                           |
| <input type="checkbox"/> Consolidated Categorical Aid Programs  |  | <input type="checkbox"/> School Plans for School Achievement                                  |
|   |  | <input type="checkbox"/> School Safety Plan   |
|   |  | <input type="checkbox"/> Pupil Fees   |
|   |  | <input type="checkbox"/> Pregnant, Parenting or Lactating Student                             |

**COMMUNITY RELATIONS****1025-MYA****UNIFORM COMPLAINT POLICY**

**For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:**

- ☐ Age
- ☐ Ancestry
- ☐ Color
- ☐ Disability  
(Mental or Physical)
- ☐ Ethnic Group
- Identification ☐
- Medical Condition

- ☐ Immigration  
Status/Citizenship
- ☐ Gender / Gender  
Expression / Gender  
Identity
- ☐ Genetic Information
- ☐ Nationality/  
National Origin
- ☐ Race or Ethnicity

- ☐ Religion
- ☐ Sex (Actual or  
Perceived)
- ☐ Sexual Orientation  
(Actual or  
Perceived)
- ☐ Based on association  
with a person or group with  
one or more of these actual  
or perceived characteristics
- ☐ Marital Status

## COMMUNITY RELATIONS

## 1025-MYA

## UNIFORM COMPLAINT POLICY

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



## COMMUNITY RELATIONS

1025-MYA

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### UNIFORM COMPLAINT POLICY

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3. Please provide copies of any written documents that may be relevant or supportive of your complaint. I have attached supporting documents. ☐ Yes ☐ No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail complaint and any relevant documents to:

Gigi Lenz  
Operations and Program Manager  
500 La Terraza Blvd  
Escondido, CA 92025

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**COMMUNITY RELATIONS****1025-MYA****UNIFORM COMPLAINT POLICY**

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### Procedures

The following procedures shall be used to address all complaints which allege that the School has violated federal or state laws or regulations enumerated in the section "Scope," above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

#### Step 1: Filing of Complaint

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the Director of Human Resources or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the Director of Human Resources or designee shall be made in writing. The period for filing may be extended by the Director of Human Resources or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The Human Resources Manager shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the School Board of Directors approved the LCAP or the annual update was adopted by the School.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is

**COMMUNITY RELATIONS****1025-MYA****UNIFORM COMPLAINT POLICY**

unable to put a complaint in writing due to conditions such as a disability or illiteracy, the School staff shall assist the complainant in the filing of the complaint.

**Step 2: Mediation**

Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

The use of mediation shall not extend the School's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

**Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

The complainant and/or the complainant's representative shall have an opportunity to present evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or a complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

The School's refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

**Step 4: Final Written Decision**

The School shall issue an investigation report (the "Decision") based on the evidence. The School's

**COMMUNITY RELATIONS****1025-MYA****UNIFORM COMPLAINT POLICY**

Decision shall be in writing and sent to the complainant within sixty (60) calendar days of the School's receipt unless the timeframe is extended with the written agreement of the complainant. The School's Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The Decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether the School is in compliance with the relevant law.
3. Corrective actions, if the School finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal the School's Decision within thirty (30) calendar days to the CDE, except when the School has used its UCP to address complaints that are not subject to the UCP requirements..
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of the School's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

**Appeals to the CDE**

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the School's Decision. The appeal shall be accompanied by a copy of the complaint filed with the School and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

1. The School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the School's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the School's Decision are not supported by substantial evidence.
4. The legal conclusion in the School's Decision is inconsistent with the law.
5. In a case in which the School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

**COMMUNITY RELATIONS****1025-MYA****UNIFORM COMPLAINT POLICY**

Upon notification by the CDE that the complainant has appealed the School's Decision, the Director of Human Resources or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.
5. A copy of the School's complaint procedures.
6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to the School for resolution as a new complaint. If the CDE notifies the School that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, the School will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by the School when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists, including but not limited to cases in which through no fault of the complainant, the School has not taken action within sixty (60) calendar days of the date the complaint was filed with the School.

**Civil Law Remedies**

A complainant may pursue available civil law remedies outside of the School's complaint procedures.

**UNIFORM COMPLAINT POLICY**

Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the School has appropriately, and in a timely manner, apprised the complainant of their right to file a complaint.

**COMMUNITY RELATIONS****1025-MYA****UNIFORM COMPLAINT POLICY****UNIFORM COMPLAINT PROCEDURE FORM**

Last Name: \_\_\_\_\_ First Name/MI: \_\_\_\_\_

Student Name (if applicable): \_\_\_\_\_ Grade: \_\_\_\_ Date of Birth: \_\_\_\_\_

Street Address/Apt. #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

School/Office of alleged violation:  
\_\_\_\_\_**For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Adult Education  | <input type="checkbox"/> Education of Students in Foster Care, Students who are Homeless, former                                       | <input type="checkbox"/> Local Control Funding Formula/ Local Control and Accountability Plan |
| <input type="checkbox"/> Career Technical and Technical Education/Career Technical and Technical Training | <input type="checkbox"/> Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families | <input type="checkbox"/> Migrant Education Programs   |
| <input type="checkbox"/> Child Care and Development   | <input type="checkbox"/> Every Student Succeeds Act  | <input type="checkbox"/> Regional Occupational Centers and Programs                           |
| <input type="checkbox"/> Consolidated Categorical Aid Programs  |  | <input type="checkbox"/> School Plans for School Achievement                                  |
|   |  | <input type="checkbox"/> School Safety Plan   |
|   |  | <input type="checkbox"/> Pupil Fees   |
|   |  | <input type="checkbox"/> Pregnant, Parenting or Lactating Student                             |

**COMMUNITY RELATIONS****1025-MYA****UNIFORM COMPLAINT POLICY**

**For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Age  | <input type="checkbox"/> Immigration Status/Citizenship               | <input type="checkbox"/> Religion  |
| <input type="checkbox"/> Ancestry   | <input type="checkbox"/> Gender / Gender Expression / Gender Identity | <input type="checkbox"/> Sex (Actual or Perceived)   |
| <input type="checkbox"/> Color  | <input type="checkbox"/> Genetic Information                          | <input type="checkbox"/> Sexual Orientation (Actual or Perceived)  |
| <input type="checkbox"/> Disability (Mental or Physical)                      | <input type="checkbox"/> Nationality/ National Origin                 | <input type="checkbox"/> Based on association with a person or group with one or more of these actual or perceived characteristics |
| <input type="checkbox"/> Ethnic Group Identification <input type="checkbox"/> | <input type="checkbox"/> Race or Ethnicity                            | <input type="checkbox"/> Marital Status  |
| <input type="checkbox"/> Medical Condition                                    |   |  |





## COMMUNITY RELATIONS

1025-MYA

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### UNIFORM COMPLAINT POLICY

3. Please provide copies of any written documents that may be relevant or supportive of your complaint. I have attached supporting documents. ☐ Yes ☐ No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail complaint and any relevant documents to:

Gigi Lenz  
Operations and Program Manager  
500 La Terraza Blvd  
Escondido, CA 92025

**COMMUNITY RELATIONS****1030-MYA****SAFE OPERATION OF SCHOOLS (INFECTIOUS DISEASE)**

The health and safety of all students, teachers, staff, and the school community are of primary importance. The Board of Directors of Motivated Youth Academy has broad authority to take all measures necessary to ensure the safe operation of schools, including, but not limited to, implementing safety measures, distance learning, and eliminating technological disparities.

Motivated Youth Academy (“MYA”) recognizes that the safe operation of schools must take into consideration health and safety measures provided by national, state, and local health officials, and will be largely dependent on local public health conditions. Decisions concerning school closure, whether full or partial, shall be made in consultation with local health officials and in accordance with state guidelines.

For schools to safely operate and allow students, teachers, and staff to convene in-person services, protective measures must be taken and all staff and offices shall be required to follow recommended sanitation protocols in accordance with published guidelines. Schools shall take measures to limit sources of COVID-19 or other infectious diseases.

Continuing use of face coverings shall be consistent with the California Department of Public Health (CDPH) and other local and state school guidelines. It is recommended that staff wear face coverings when engaging with students, staff, or community members in most indoor settings for their own protection, and to protect the health and safety of students and other staff members. Personal protective equipment (PPE) shall be required for specific job functions and distributed to staff in accordance with board policies and laws. Upon request, students who do not have personal face coverings shall be provided with face coverings by the school at no cost. Guidelines shall be developed for the use of face coverings by all students including those with special needs and have identified medical concerns. Measures shall be taken to avoid and mitigate any unintended consequences of implementing any safety precautions.

Students and staff who exhibit signs or symptoms or COVID-19 shall self-quarantine for the prescribed number of days determined by health officials and are further prevented from participating in any in-person activity or meeting until it is medically safe for them to return. Students who are unable to meet with staff as a result of COVID-19 shall continue to receive instruction and support remotely.



Annual notification shall be provided to ~~Educational Rights Holders~~parents advising them of health and safety requirements for students to return to in-person activities. ~~Educational Rights Holders~~Parents, teachers, and staff shall receive training and information on COVID-19 and preventative practices.

It is the policy of the Board of Directors of Motivated Youth Academy that all teachers and staff shall be responsible for ensuring adherence to the policies of the School for the safe operation

## COMMUNITY RELATIONS

1030-MYA

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### SAFE OPERATION OF SCHOOLS (INFECTIOUS DISEASE)

consistent with all laws, regulations, and policies.



#### Website Resources:

California Department of Public Health: <https://covid19.ca.gov/pdf/guidance-schools.pdf>

California Department of Education: [cde.ca.gov](https://cde.ca.gov)

California Department of Industrial Relations: [dir.ca.gov](https://dir.ca.gov)

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Annual notification shall be provided to Educational Rights Holders advising them of health and safety requirements for students to return to in-person activities. Educational Rights Holders, teachers, and staff shall receive training and information on COVID-19 and preventative practices.

It is the policy of the Board of Directors of Motivated Youth Academy that all teachers and staff shall be responsible for ensuring adherence to the policies of the School for the safe operation consistent with all laws, regulations, and policies.

## COMMUNITY RELATIONS

1030-MYA

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### SAFE OPERATION OF SCHOOLS (INFECTIOUS DISEASE)

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California Department of Industrial Relations: [dir.ca.gov](https://dir.ca.gov)

## **ACCESS TO PUBLIC RECORDS POLICY**

The Motivated Youth Academy Board of Directors recognizes the right of citizens to have access to public records. The Board intends for schools to provide any person reasonable access to the public records during normal business hours and within the requirements of state and federal law. Such records shall be examined in the presence of the staff member regularly responsible for their maintenance.

Requests for public records shall be made to the office of the Executive Director. The Executive Director or designee may then determine the most appropriate employee of Motivated Youth Academy (“MYA”) to assist in assembling any public records for production.

Any person may request a copy of any public record open to the public and not exempt from disclosure. Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act or other applicable statutes. While a request need not be in writing, if the request is verbal, the requestor will be asked to reduce the request to writing so there is a written record of the records being requested. If the requestor chooses not to reduce the request to writing, the Executive Director or designee shall reduce the request to writing and confirm the request with the requestor. The request for public records must clearly identify the records requested, along with the name and mailing address of the requestor.

If the Executive Director or designee denies a request for disclosable records, he/she shall assist the requester in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the Executive Director or designee shall do all of the following: (Government Code 6253.1)

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

If after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Executive Director or designee is still unable to identify the information, this requirement will be deemed satisfied.

2. Describe the information technology and physical location in which the records exist
3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

Provisions of the California Public Records Act (Government Code Section 6250 et seq.) shall not be construed so as to delay access for purposes of inspecting or receiving copies of records

## **ACCESS TO PUBLIC RECORDS POLICY**

open to the public. Any notification denying a request for public records shall state the name and title of each person responsible for the denial.

MYA may charge for copies of public records or other materials requested by individuals or groups. The charge, based on the direct cost of duplication, has been set by the Board of Directors at \$.10 per page. The direct cost of duplication includes the pro rata expense of the copying equipment used and the pro rata expense in terms of staff time required to produce the copy. It does not include the cost of locating, retrieving, or inspecting records.

When a request requires data compilation, the ~~requestor~~Requestor shall bear the cost of producing a copy of the record, including the cost to construct a record, and the cost of programming and computer services. The ~~requestor~~Requestor shall also bear the direct cost if unique software is needed to process the request. Respondent will provide an estimated cost for the request to the ~~requestor~~Requestor and will follow-up with an itemization of the actual costs when actual costs are determined.

Requests to waive associated fees related to the direct cost of duplication shall be submitted to the Executive Director's Office.

In response to a request for public records sent or received on an employee's personal devices or accounts, MYA shall disclose all public records that can be located with reasonable effort and that are otherwise subject to disclosure under the California Public Records Act. MYA's search for such public records shall be reasonably calculated to locate responsive documents. To fulfill such a request for public records, employees of MYA may be asked to search for and disclose all responsive disclosable public records maintained on the employee's personal devices or accounts.

Within ten (10) days of receiving any request for a copy of records, the Executive Director or designee shall determine whether the request seeks copies of disclosable public records in the possession of MYA, shall promptly inform the person making the request of MYA's intent to comply with the request, and shall indicate the date that the disclosable public records shall be made available.

In unusual circumstances, the Executive Director may extend the 10-day time period for an additional 14 days by providing written notice to the requestor and setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include, but only to the extent reasonably necessary to properly process the request, the following:

1. The need to search for and collect the requested records from field facilities or other locations that are separate from the office processing the request;

## **ACCESS TO PUBLIC RECORDS POLICY**

2. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request;
3. The need for consultation, which shall be conducted with all practicable speed, with another agency having a substantial interest in the determination of the request, or among two or more components of MYA having substantial subject matter interest therein;
4. The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.

If an inspection is requested, any person shall have reasonable access, at a mutually agreeable time, during normal business hours, to the public records of Motivated Youth Academy within the requirements of state law. However, if records are not readily available, or if portions of the records to be inspected must be redacted to protect exempt material, then Motivated Youth Academy must be given a reasonable period of time to perform these functions prior to inspection. Such records shall be examined in the presence of the staff member regularly responsible for their maintenance.

## **ACCESS TO PUBLIC RECORDS POLICY**

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1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

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2. Describe the information technology and physical location in which the records exist
3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

Provisions of the California Public Records Act (Government Code Section 6250 et seq.) shall not be construed so as to delay access for purposes of inspecting or receiving copies of records open to the public. Any notification denying a request for public records shall state the name and title of each person responsible for the denial.

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## **ACCESS TO PUBLIC RECORDS POLICY**

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## COMMUNITY RELATIONS

**1112-MYA**

### MEDIA COMMUNICATIONS

The Governing Board recognizes the public's right to information and the significant role the media plays in shaping public perception of school operations and programs. Committed to fostering positive media relations, the Board strives to accommodate media inquiries efficiently and ensure the accurate and timely dissemination of information.

Media representatives are required to prearrange their visits by scheduling a meeting time and location with the designated Public Information Officer. The release of information that is private or confidential, as defined by law, Board policy, or administrative regulations, is prohibited. Access to detailed student records or personally identifiable information is contingent upon receiving written consent from a parent or guardian.

#### Interviewing and Photographing Students

The district respects students' rights to engage with the media, as long as it does not disrupt their education or infringe on others' rights. Media seeking to interview students should coordinate in advance with the school Director or designee to minimize disruption. Parents or guardians may instruct their children not to engage with the media. Media representatives must prearrange any photography of students with the school Director or a designated representative. The identity of special education students is protected, and they cannot be identified in media interactions without explicit written consent from their parents or guardians.

#### Media Communications Plan

The Media Communications Plan will designate the district's primary media contact as the Public Information Officer. This individual will serve as the official spokesperson for the district. Other Board members, Directors, or staff may not be asked to speak to the media. Designated spokespersons will receive training to ensure effective communication with the media.

#### Crisis Communications Plan

In any crisis, the immediate priority is the safety of students and staff. Recognizing the crucial role the media play in communicating during emergencies, the Director or designee will develop a crisis communication strategy. This plan will outline communication tactics for crises. All media inquiries and communications should be directed to the Public Information Officer to maintain clarity and consistency in messaging across the district.

## COMMUNITY RELATIONS

**1112-MYA**

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**STUDENT SERVICES****MYA-5000****CONCEPTS AND ROLES**

The goal of the Motivated Youth Academy Board of Directors (the “Board”) is to provide students with a personalized and supportive educational experience. As such, the Board is committed to maintaining a safe, positive school environment for all students as well as providing student services that promote student welfare and high academic achievement. Students enrolled in Motivated Youth Academy benefit from an individualized instructional model that has flexible pacing and scheduling. The Board expects students to make good use of this learning opportunity by demonstrating regular engagement, appropriate conduct, and respect for others.

The Board is committed to providing equal educational opportunities and keeping MYA free from any discriminatory practices. The Board prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. Any complaint of misconduct will be promptly and thoroughly investigated and appropriate corrective action taken if warranted.

The CEO, School Director(s), or designees shall keep **Educational Rights Holders** ~~parents/guardians~~ and students well informed about Charter School rules and regulations related to Students Services. This includes, but is not limited to attendance, physical and mental health, immunizations, records, academics, protected programs, and student conduct. When conducting hearings related to discipline, attendance and other student matters, all students will be afforded their due process in accordance with the law and the policies of Motivated Youth Academy.

Consistent with Education Code requirements, Motivated Youth Academy will annually notify students **and Educational Rights Holders**, ~~parents, and guardians~~ of their legal rights and responsibilities. **Students and Educational Rights Holders** ~~Families~~ will also receive a copy of legally mandated student services policies and the student handbook on an annual basis.

**Motivated Youth Academy**  
~~Policy Adopted: October 10, 2019~~  
~~Revision Date: September 14, 2023~~

~~Page 1 of 14~~

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Page 1 of 1

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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; **Educational Rights Holder**~~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 **Educational Rights Holder**~~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

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

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;

- 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 **Educational Rights Holder**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. **Educational Rights Holder**Parent/guardian’s address
  - d. Telephone listing
  - e. Student’s electronic mail address
  - f. **Educational Rights Holder**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.)

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

4. **Educational Rights Holder**~~Parent/Guardian~~: **Educational Rights Holder**~~Parent/guardian~~ means a **Educational Rights Holder**~~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.
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; an **Educational Rights Holder**~~parent/guardian~~ or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or an **Educational Rights Holder**~~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 **Educational Rights Holders**~~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 **Educational Rights Holder**~~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 **Educational Rights Holder**~~parent/guardian~~ or eligible student; and 3) The period of time within which a **Educational Rights Holder**~~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 **Educational Rights Holder**~~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 **Educational Rights Holder**~~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 **Educational Rights Holder**~~parents/guardians~~ of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the **Educational Rights Holders**~~parents/guardians~~ and eligible

## STUDENT SERVICES

5010-MYA

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### EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY

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 **Educational Rights Holder**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 **Educational Rights Holder's**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.

### **Educational Rights Holder**Parental and Eligible Student Rights Relating to Education Records

**Educational Rights Holders**Parents/guardians and eligible students have the right to review the student's education records. In order to do so, **Educational Rights Holders**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 **Educational Rights Holders**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**

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Following the inspection and review of a student's education record, an **Educational Rights Holder**~~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 **Educational Rights Holder**~~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 **Educational Rights Holder**~~parent/guardian~~ or eligible student of the amendment in writing.

**Hearing to Challenge Education Record**

If the Charter School denies an **Educational Rights Holder**~~parent/guardian~~ or eligible student's request to amend an education record, the **Educational Rights Holder**~~parent/guardian~~ or eligible student may, within thirty (30) days of the denial, request in writing that the **Educational Rights Holder**~~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 **Educational Rights Holder**~~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. An **Educational Rights Holder**~~parent/guardian~~ appointed by the Director or by the Board

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

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 Educational Rights Holderparent/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 Educational Rights Holderparent/guardian or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The Educational Rights Holderparent/guardian or eligible student may also, at the Educational Rights Holderparent/guardian or eligible student's own expense, be assisted or represented by one or more individuals of the Educational Rights Holderparent/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 Educational Rights Holderparent/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 Educational Rights Holderparent/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 Educational Rights Holderparent/guardian or eligible student disagrees with the decision of the Charter School, or both. If the Charter School places a statement by the Educational Rights Holderparent/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 Educational Rights Holderparent/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 Educational Rights Holderparent/guardian or eligible student may request a copy of the disclosed

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

records and the Charter School shall provide the Educational Rights Holderparent/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 Educational Rights Holderparent/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 Educational Rights Holdersparents/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 Educational Rights Holderparent/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 Educational Rights Holderparent/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 Educational Rights Holderparent/guardian or eligible student of the request for records at the Educational Rights Holderparent/guardian or eligible student's last known address, unless the disclosure is initiated by the Educational Rights Holderparent/guardian or eligible student. Additionally, the Charter School will give the Educational Rights Holderparent/guardian or eligible student, upon request, a copy of the record that was disclosed and give the Educational Rights Holderparent/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

**STUDENT SERVICES****5010-MYA**

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**EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

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- 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. **Educational Rights Holders** ~~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 **Educational Rights Holder** ~~parent/guardian~~ or eligible student of the order or subpoena in advance of compliance, so that the **Educational Rights Holder** ~~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 **Educational Rights Holders**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 **Educational Rights Holders**parents/guardians or eligible students, the Charter School officials with a legitimate purpose of inspecting the records, a party with written consent from the **Educational Rights Holder**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 **Educational Rights Holders**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**

**Educational Rights Holders** ~~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 **Educational Rights Holder** ~~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 **Educational Rights Holder** ~~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 **Educational Rights Holder**~~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**

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**EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

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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**

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**EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

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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; Educational Rights Holder’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 Educational Rights Holder 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”

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

- does not include remedial educational activities or activities that are part of 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 Educational Rights Holder 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. Educational Rights Holder’s address
  - d. Telephone listing
  - e. Student’s electronic mail address
  - f. Educational Rights Holder’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.)

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

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4. **Educational Rights Holder:** Educational Rights Holder means a Educational Rights Holder 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.
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; an Educational Rights Holder or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or an Educational Rights Holder, 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 Educational Rights Holders and eligible students with a notice containing the following information: 1) The type of personally identifiable information it designates as directory information; 2) The Educational Rights Holder's or eligible student's right to require that the Charter School not release "directory information" without obtaining prior written consent from the Educational Rights Holder or eligible student; and 3) The period of time within which a Educational Rights Holder or eligible student must notify the Charter School in writing of the categories of "directory information" that it may not disclose without the Educational Rights Holder'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 Educational Rights Holders 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 Educational Rights Holder of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the Educational Rights Holders and eligible students that they have the right to:

**Motivated Youth Academy***Policy Adopted: October 10, 2019**Policy Revised: July 20, 2020**Policy Revised: December, 14, 2023**Policy Revised: month, day, year**Page 3 of 11*

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

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1. Inspect and review the student's education records;
2. Seek amendment of the student's education records that the Educational Rights Holder 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 Educational Rights Holder's 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.

**Educational Rights Holder and Eligible Student Rights Relating to Education Records**

Educational Rights Holders and eligible students have the right to review the student's education records. In order to do so, Educational Rights Holders 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 Educational Rights Holders 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**

Following the inspection and review of a student's education record, an Educational Rights

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

Holder 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 Educational Rights Holder 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 Educational Rights Holder or eligible student of the amendment in writing.

**Hearing to Challenge Education Record**

If the Charter School denies an Educational Rights Holder or eligible student's request to amend an education record, the Educational Rights Holder or eligible student may, within thirty (30) days of the denial, request in writing that the Educational Rights Holder 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 Educational Rights Holder 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. An Educational Rights Holder 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 Educational Rights Holder 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 Educational Rights Holder or eligible student

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

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will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The Educational Rights Holder or eligible student may also, at the Educational Rights Holder or eligible student's own expense, be assisted or represented by one or more individuals of the Educational Rights Holder'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 Educational Rights Holder 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 Educational Rights Holder 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 Educational Rights Holder or eligible student disagrees with the decision of the Charter School, or both. If the Charter School places a statement by the Educational Rights Holder 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 Educational Rights Holder 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 Educational Rights Holder or eligible student may request a copy of the disclosed records and the Charter School shall provide the Educational Rights Holder 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 Educational Rights Holder 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

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

these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to Educational Rights Holders 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 Educational Rights Holder 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 Educational Rights Holder 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 Educational Rights Holder or eligible student of the request for records at the Educational Rights Holder or eligible student’s last known address, unless the disclosure is initiated by the Educational Rights Holder or eligible student. Additionally, the Charter School will give the Educational Rights Holder or eligible student, upon request, a copy of the record that was disclosed and give the Educational Rights Holder 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. Educational Rights Holders 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 Educational Rights Holder or eligible student of the order or subpoena in advance of compliance, so that the Educational Rights Holder 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 Educational Rights Holders, 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 Educational Rights Holders or eligible students, the Charter School officials with a legitimate purpose of inspecting the records, a party with written consent from the Educational Rights Holder 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 Educational Rights Holders and eligible students, the Charter School officials (or their assistants) responsible for the custody of the 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

**STUDENT SERVICES****5010-MYA**

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**EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

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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**

Educational Rights Holders 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 Educational Rights Holder of minor student
  - g. Address of minor student if different than above
  - h. An annual verification of the name and address of the Educational Rights Holder and the residence of the student
  - 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

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

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 Educational Rights Holder 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 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

## STUDENT SERVICES

5010-MYA

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### EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY

- 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.

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**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

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**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 concern about sexual harassment against themselves or against another individual.

Sexual harassment may include, but is not limited to:

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

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 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

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

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:
  - 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

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

- 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](mailto: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 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.

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## **TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING 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, **Educational Rights Holder** 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 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.

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**TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY**
**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 & Bullying COMPLAINT FORM**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Date of Alleged Incident(s): \_\_\_\_\_

**Motivated Youth Academy**

Page 7 of 8

*Policy Adopted: October 10, 2019**Revised: August 13, 2020**Revised: September 13, 2021**Revised: December 14, 2023**Revised: month, day, year*



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**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

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

glenz@myacademy.org

500 La Terraza Blvd Ste 150

Escondido, CA 92025

**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

**Motivated Youth Academy**

*Policy Adopted: October 10, 2019*

*Revised: August 13, 2020*

*Revised: September 13, 2021*

*Revised: December 14, 2023*

*Revised: month, day, year*

*Page 2 of 9*

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**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.

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

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 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

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

- 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:
  - 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](mailto:glenz@myacademy.org)

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

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

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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.

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

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 location.

**Consequences**

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**Uniform Complaint Procedures**

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**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):

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       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

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

**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 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 **Educational Rights Holders** 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:

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#### **Motivated Youth Academy**

*Policy Adopted: October 10, 2019*

*Policy Revised: July 9, 2020*

*Policy Reviewed: August 19, 2021*

*Policy Reviewed: December 14, 2023*

*Policy Reviewed: month, day, year*

*Page 1 of 8*

## **SUICIDE PREVENTION POLICY**

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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;
4. In addition to initial orientations to the core components of suicide prevention, ongoing

## **SUICIDE PREVENTION POLICY**

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 addition, treatment of the mental health challenges often associated with suicidal thinking

## **SUICIDE PREVENTION POLICY**

typically requires mental health resources beyond what schools are able to provide.

### **Educational Rights Holder Parents, Guardians, and Caregivers Participation and Education**

1. **Educational Rights Holders/Parents/guardians/caregivers** may be included in suicide prevention efforts. At a minimum, the Charter Schools shall share this Policy with **Educational Rights Holders/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. **Educational Rights Holder/Parents/guardians/caregivers** should be invited to provide input on the development and implementation of this policy.
4. All **Educational Rights Holder/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.;

## **SUICIDE PREVENTION POLICY**

- b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others
  - 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 **Educational Rights Holder**parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to **Educational Rights Holder**parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by **Educational Rights Holder**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

**SUICIDE PREVENTION POLICY**

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conditions), a call shall be made to 911.

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 **Educational Rights Holder**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 **Educational Rights Holder**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 **Educational Rights Holder**parent/guardian that the follow-up treatment has been accessed. **Educational Rights Holder**Parents/guardians will be required to provide documentation of care for the student. If **Educational Rights Holder**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 **Educational Rights Holder**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.

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**SUICIDE PREVENTION POLICY**

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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 **Educational Rights Holder**~~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, **Educational Rights Holder**~~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 **Educational Rights Holder**~~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 **Educational Rights Holder**~~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 **Educational Rights Holder**~~parent/guardian~~ steps for re-integration to school. Re-integration may include obtaining a written release from the **Educational Rights Holder**~~parent/guardian~~ to speak with any health care providers; conferring with the student and **Educational Rights Holder**~~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 **Educational Rights Holder**~~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

## **SUICIDE PREVENTION POLICY**

**Educational Rights Holder**parent/guardian, about additional resources to support the student.

### **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

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**SUICIDE PREVENTION POLICY**

- b. Support siblings, close friends, teachers, and/or students of deceased
- c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

**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 Educational Rights Holders, 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:

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#### **Motivated Youth Academy**

*Policy Adopted: October 10, 2019*

*Policy Revised: July 9, 2020*

*Policy Reviewed: August 19, 2021*

*Policy Reviewed: December 14, 2023*

*Policy Reviewed: month, day, year*

*Page 1 of 9*

## **SUICIDE PREVENTION POLICY**

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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;
4. In addition to initial orientations to the core components of suicide prevention, ongoing

## **SUICIDE PREVENTION POLICY**

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 addition, treatment of the mental health challenges often associated with suicidal thinking

## **SUICIDE PREVENTION POLICY**

typically requires mental health resources beyond what schools are able to provide.

### **Educational Rights Holder and Caregivers Participation and Education**

1. Educational Rights Holders/caregivers may be included in suicide prevention efforts. At a minimum, the Charter Schools shall share this Policy with Educational Rights Holders/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. Educational Rights Holder/caregivers should be invited to provide input on the development and implementation of this policy.
4. All Educational Rights Holder/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

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**SUICIDE PREVENTION POLICY**

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- 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 Educational Rights Holder as soon as possible if appropriate and in the best interest of the student. Determination of notification to Educational Rights Holders/caregivers should follow a formal initial assessment to ensure that the student is not endangered by Educational Rights Holder 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 Educational Rights Holder 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 Educational Rights Holder 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 Educational Rights Holder that the follow-up treatment has been accessed. Educational Rights Holders will be required to provide documentation of care for the student. If Educational Rights Holders 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 Educational Rights Holder 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

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**SUICIDE PREVENTION POLICY**

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plan. After consultation with the Executive Director or designee and the student's Educational Rights Holder 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, Educational Rights Holders, 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 Educational Rights Holder 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 Educational Rights Holder 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 Educational Rights Holder steps for re-integration to school. Re-integration may include obtaining a written release from the Educational Rights Holder to speak with any health care providers; conferring with the student and Educational Rights Holder 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 Educational Rights Holder 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 Educational Rights Holder, 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

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**SUICIDE PREVENTION POLICY**

emotionally vulnerable and at risk of suicide.

**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.

## IMMUNIZATION POLICY

The Motivated Youth Academy Board of Directors (“Board”) has adopted this policy to adhere to all laws related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325-120380, and Title 17, California Code of Regulations Sections 6000-6075 with exceptions allowed by Senate Bill No. 227.

All students enrolling in Motivated Youth Academy must present either the immunization record or complete the Non-Immunization Confirmation form if a student has not received any/all of the required doses.

Because Motivated Youth Academy is a non-classroom based school, students are exempt from the SB277 law, which requires students in California to be:

1. up to date on all vaccinations
2. have a doctor's note outlining the plan to be up-to-date
3. have a medical exemption form signed by a doctor.

Since, according to law, we are obligated to maintain records of students’ immunization status, the **Educational Rights Holder** ~~parent/guardian~~ must provide current immunization records for all vaccinations received and/or sign a Non-Immunization Confirmation form.

## IMMUNIZATION INFORMATION

The following is a Frequently Asked Question guide (“FAQ”) for all **Educational Rights Holder** ~~parents/guardians~~ of current and prospective students of Motivated Youth Academy regarding the new legal changes surrounding Senate Bill 277 (“SB 277”) and required student immunizations.

## FREQUENTLY ASKED QUESTIONS

### What is SB 277?

Governor Jerry Brown signed Senate Bill 277 in 2015, which, among other things, amended Health and Safety Code section 120335 to require that all students, upon first admission to a private and public elementary or secondary school, child care center, day nursery, nursery school, family day care home or development center, show proof of immunization against the following diseases:

- a. Diphtheria
- b. Haemophilus influenzae type b
- c. Measles
- d. Mumps

## **IMMUNIZATION POLICY**

- e. Pertussis (whooping cough)
- f. Poliomyelitis
- g. Rubella
- h. Tetanus
- i. Hepatitis B
- j. Varicella (chickenpox).

Senate Bill 277 allows the Department of Health to identify other diseases requiring proof of immunization based on recommendations from the Advisory Committee on Immunization Practices of the United States Department of Health and Human Services and other appropriate agencies.

Starting July 1, 2016, all students who are admitted for the first time to an educational institution identified in the list above and all students advancing to 7th grade must provide proof of vaccination. (Health and Safety Code section 120335(g)(3).)

Senate Bill 277 provides the following limited exemptions to the vaccination requirement:

1. If a student submitted a personal belief exemption prior to January 1, 2016, that student can remain enrolled in a public school program without submitting proof of vaccination until the student enrolls in their next “grade span.” The law defines grade spans as a) birth to preschool, b) K to 6th grade and c) 7th to 12th grade. In other words, only when a student moves from one of these grade spans to the next must the student provide proof of vaccination. (Health and Safety Code section 120335(g)(1),(2).)
2. A written statement by a licensed physician attesting that the physical condition of a student is such, or medical circumstances relating to the student are such, that immunization is not considered safe, may also exempt the student from showing proof of immunization. The statement must identify the specific nature and probable duration of the medical condition or circumstances that contraindicated immunization. (Health and Safety Code section 120370(a).)
3. Students enrolled in home-based private school and independent study programs are also exempt. (Health and Safety Code section 120335(f).)

Please note that pursuant to Health and Safety Code section 120370(b) and notwithstanding the exemptions noted above, if an educational institution has good cause to believe that a student has been exposed to a disease listed above and his or her documentary proof of immunization status does not show proof of immunization against that disease, that student may be temporarily excluded from the school or institution until the local health officer is satisfied that the student is no longer at risk of developing or transmitting the disease.

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## IMMUNIZATION POLICY

### **Must I vaccinate my student in order to remain enrolled in their current program at Motivated Youth Academy as they are independent study programs?**

Motivated Youth Academy is an independent study program, and its primary method of instruction is independent study in accordance with Education Code section 551745 *et seq.* As such, a student enrolled in Motivated Youth Academy is exempt from the requirements of Senate Bill 277, as enacted, pursuant to Health and Safety Code section 120335(f). If a student were to enroll in another educational program that is not an independent study program, of course, then the requirements of Senate Bill 277 would apply to that student.

*As stated above, the law exempts a student who is enrolled in an independent study program and does not receive classroom-based instruction.*

### **What are the current vaccination requirements in order to enroll my student at Motivated Youth Academy?**

Students entering Motivated Youth Academy who are not exempt will need the following immunization requirements:

Immunization	Dosage
Diphtheria, Pertussis, and Tetanus (DTaP)	Five (5) doses
Polio	Four (4) doses
Measles, Mumps, and Rubella (MMR)	Two (2) doses
Hepatitis B (Hep B)	Three (3) doses
Varicella (chickenpox)	Two (2) doses
Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap)	One (1) dose (students entering 7th grade only)

### **What may happen if I choose not to vaccinate my student and there is an outbreak of measles or another type of communicable disease?**

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#### **Motivated Youth Academy**

*Policy Adopted: October 10, 2019*

*Policy Reapproved: July 9, 2020*

*Policy Revised: February 8, 2024*

*Policy Revised: month, day, year*

*Page 3 of 4*

## **IMMUNIZATION POLICY**

Beyond specific medical procedures, in the event of an outbreak of a communicable disease, if there is good cause to believe that a student has been exposed to a communicable disease and the student does not have the required immunization against that disease, that student may be temporarily excluded from the School until the local health officer (county department of health) is satisfied that the student is no longer at risk of developing or transmitting the disease.

### **How do I submit my Personal Belief Exemption to Motivated Youth Academy, and what is the deadline?**

Personal Belief Exemptions are no longer accepted as of December 31, 2015. If a student submitted a personal belief exemption prior to January 1, 2016, that student can remain enrolled in a public school program without submitting proof of vaccination until the student enrolls in their next “grade span.” The law defines grade spans as:

- a. birth to preschool
- b. K to 6th grade
- c. 7th to 12th grade.

When a student moves from one of these grade spans to the next, the student must provide proof of vaccination. (Health and Safety Code section 120335(g)(1),(2).)

**This FAQ is intended to provide general information only. This FAQ is not intended to address all questions about SB 277 or immunizations, is not a substitute for legal advice, and to what extent this information conflicts with any relevant legal authority, such legal authority controls.**

For the most recent up-to-date information about SB 277 and the immunization requirements:

1. Visit the California Department of Public Health’s website at [www.shotsforschool.org](http://www.shotsforschool.org)
2. Contact your local health department or county office of education.

## **IMMUNIZATION POLICY**

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All students enrolling in Motivated Youth Academy must present either the immunization record or complete the Non-Immunization Confirmation form if a student has not received any/all of the required doses.

Because Motivated Youth Academy is a non-classroom based school, students are exempt from the SB277 law, which requires students in California to be:

1. up to date on all vaccinations
2. have a doctor's note outlining the plan to be up-to-date
3. have a medical exemption form signed by a doctor.

Since, according to law, we are obligated to maintain records of students’ immunization status, the Educational Rights Holder must provide current immunization records for all vaccinations received and/or sign a Non-Immunization Confirmation form.

## **IMMUNIZATION INFORMATION**

The following is a Frequently Asked Question guide (“FAQ”) for all Educational Rights Holders of current and prospective students of Motivated Youth Academy regarding the new legal changes surrounding Senate Bill 277 (“SB 277”) and required student immunizations.

## **FREQUENTLY ASKED QUESTIONS**

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Governor Jerry Brown signed Senate Bill 277 in 2015, which, among other things, amended Health and Safety Code section 120335 to require that all students, upon first admission to a private and public elementary or secondary school, child care center, day nursery, nursery school, family day care home or development center, show proof of immunization against the following diseases:

- a. Diphtheria
- b. Haemophilus influenzae type b
- c. Measles
- d. Mumps
- e. Pertussis (whooping cough)

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*Policy Adopted: October 10, 2019*

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*Page 1 of 4*

## **IMMUNIZATION POLICY**

- f. Poliomyelitis
- g. Rubella
- h. Tetanus
- i. Hepatitis B
- j. Varicella (chickenpox).

Senate Bill 277 allows the Department of Health to identify other diseases requiring proof of immunization based on recommendations from the Advisory Committee on Immunization Practices of the United States Department of Health and Human Services and other appropriate agencies.

Starting July 1, 2016, all students who are admitted for the first time to an educational institution identified in the list above and all students advancing to 7th grade must provide proof of vaccination. (Health and Safety Code section 120335(g)(3).)

Senate Bill 277 provides the following limited exemptions to the vaccination requirement:

1. If a student submitted a personal belief exemption prior to January 1, 2016, that student can remain enrolled in a public school program without submitting proof of vaccination until the student enrolls in their next “grade span.” The law defines grade spans as a) birth to preschool, b) K to 6th grade and c) 7th to 12th grade. In other words, only when a student moves from one of these grade spans to the next must the student provide proof of vaccination. (Health and Safety Code section 120335(g)(1),(2).)
2. A written statement by a licensed physician attesting that the physical condition of a student is such, or medical circumstances relating to the student are such, that immunization is not considered safe, may also exempt the student from showing proof of immunization. The statement must identify the specific nature and probable duration of the medical condition or circumstances that contraindicated immunization. (Health and Safety Code section 120370(a).)
3. Students enrolled in home-based private school and independent study programs are also exempt. (Health and Safety Code section 120335(f).)

Please note that pursuant to Health and Safety Code section 120370(b) and notwithstanding the exemptions noted above, if an educational institution has good cause to believe that a student has been exposed to a disease listed above and his or her documentary proof of immunization status does not show proof of immunization against that disease, that student may be temporarily excluded from the school or institution until the local health officer is satisfied that the student is no longer at risk of developing or transmitting the disease.

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## IMMUNIZATION POLICY

### **Must I vaccinate my student in order to remain enrolled in their current program at Motivated Youth Academy as they are independent study programs?**

Motivated Youth Academy is an independent study program, and its primary method of instruction is independent study in accordance with Education Code section 551745 *et seq.* As such, a student enrolled in Motivated Youth Academy is exempt from the requirements of Senate Bill 277, as enacted, pursuant to Health and Safety Code section 120335(f). If a student were to enroll in another educational program that is not an independent study program, of course, then the requirements of Senate Bill 277 would apply to that student.

*As stated above, the law exempts a student who is enrolled in an independent study program and does not receive classroom-based instruction.*

### **What are the current vaccination requirements in order to enroll my student at Motivated Youth Academy?**

Students entering Motivated Youth Academy who are not exempt will need the following immunization requirements:

Immunization	Dosage
Diphtheria, Pertussis, and Tetanus (DTaP)	Five (5) doses
Polio	Four (4) doses
Measles, Mumps, and Rubella (MMR)	Two (2) doses
Hepatitis B (Hep B)	Three (3) doses
Varicella (chickenpox)	Two (2) doses
Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap)	One (1) dose (students entering 7th grade only)

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#### **Motivated Youth Academy**

*Policy Adopted: October 10, 2019*

*Policy Reapproved: July 9, 2020*

*Policy Revised: February 8, 2024*

*Policy Revised: month, day, year*

*Page 3 of 4*

## **IMMUNIZATION POLICY**

### **What may happen if I choose not to vaccinate my student and there is an outbreak of measles or another type of communicable disease?**

Beyond specific medical procedures, in the event of an outbreak of a communicable disease, if there is good cause to believe that a student has been exposed to a communicable disease and the student does not have the required immunization against that disease, that student may be temporarily excluded from the School until the local health officer (county department of health) is satisfied that the student is no longer at risk of developing or transmitting the disease.

### **How do I submit my Personal Belief Exemption to Motivated Youth Academy, and what is the deadline?**

Personal Belief Exemptions are no longer accepted as of December 31, 2015. If a student submitted a personal belief exemption prior to January 1, 2016, that student can remain enrolled in a public school program without submitting proof of vaccination until the student enrolls in their next “grade span.” The law defines grade spans as:

- a. birth to preschool
- b. K to 6th grade
- c. 7th to 12th grade.

When a student moves from one of these grade spans to the next, the student must provide proof of vaccination. (Health and Safety Code section 120335(g)(1),(2).)

**This FAQ is intended to provide general information only. This FAQ is not intended to address all questions about SB 277 or immunizations, is not a substitute for legal advice, and to what extent this information conflicts with any relevant legal authority, such legal authority controls.**

For the most recent up-to-date information about SB 277 and the immunization requirements:

1. Visit the California Department of Public Health’s website at [www.shotsforschool.org](http://www.shotsforschool.org)
2. Contact your local health department or county office of education.

## STUDENT SERVICES

**5035-MYA**

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### STUDENT FREEDOM OF SPEECH AND EXPRESSION POLICY

The Motivated Youth Academy (“MYA” or “Charter School”) Board of Directors (the “Board”) respects students’ rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, writing, printed materials, including the right of expression in official publications, and/or the wearing of buttons, badges and other insignia.

#### STUDENT EXPRESSION

Student free speech rights include but are not limited to the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the Charter School or by use of Charter School facilities. Student expression on the Charter School website and online media shall generally be afforded the same protections as print media within the Policy.

Student expression, including but not limited to student expression on internet web sites, is generally constitutionally protected but shall be subject to discipline when such expression poses a threat to the safety of other students or staff, or substantially disrupts the educational program. The Executive Director or designee shall document the impact the expression had or could be expected to have on the educational program.

Student freedom of expression shall be limited only as allowed by state and federal law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Unprotected Expression includes the following:

1. **Obscenity:** when the (1) average person applying current community standards finds the work as a whole appeals to the prurient interest, (2) the work is patently offensive, and (3) the work lacks serious literary, artistic, political, or scientific value. Examples include pornography or sexually explicit material.
2. **Defamation:** Libel (written defamation) and Slander (oral defamation), which includes but is not limited to inaccurately attributing a statement to another, either on purpose for public officials (which includes Charter School staff) or by mistake for private officials, that mischaracterizes the statement.
3. **Discriminatory Material:** material that demeans a person or group because of the person/group’s mental or physical disability, sex (including pregnancy and related

**STUDENT SERVICES****5035-MYA**

conditions and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, 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 that has the purpose of humiliating, offending, or provoking a person/group.

4. **Harassment (including sexual harassment), Intimidation and/or Bullying:** 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 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 student or students in fear of harm to that student's or those students' person or property, (2) causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health, (3) causing a reasonable student to experience a substantial interference with the student's academic performance, (4) causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
5. **Fighting Words:** words likely to cause (1) the average person to fight or (2) the creation of a clear and present danger of violence, unlawful acts in violation of lawful school regulations, or the substantial disruption of school.
6. **Vulgarity and/or Profanity:** the continual use of curse words by a student, even after warning.
7. **Violating Privacy:** publicizing or distributing confidential or private material without permission.

**DISTRIBUTION OF CIRCULARS, UN-OFFICIAL NEWSPAPERS, AND OTHER PRINTED MATTER**


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**Motivated Youth Academy**

Page 2 of 6

Policy Adopted: October 10, 2019

Policy Revised ~~Revision Date~~: September 14, 2023

Policy Revised: month, day, year

## STUDENT SERVICES

5035-MYA

Free inquiry and exchange of ideas are essential parts of a democratic education. Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

1. Leaflets, pictorial and other printed matter to be distributed shall be submitted to the Executive Director or designee at least one (1) school day prior to distribution. The Executive Director or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy.
2. Distribution, free or for a fee, may take place during an educational activity provided there is no substantial disruption in the school programs as determined by the Executive Director.
3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.
4. The solicitation of signatures must not be substantially disruptive to the educational activity as determined by the Executive Director or designee.

## OFFICIAL SCHOOL PUBLICATIONS

Student editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this Policy. However, it shall be the responsibility of the staff adviser(s) of student publications to supervise the production of the student staff, to maintain professional standards of English and journalism, and to maintain the provisions of this Policy. The staff adviser(s) shall help the student editors judge the literary value, newsworthiness and propriety of materials submitted for publication.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this Policy. MYA officials shall have the burden of showing justification without undue delay prior to a limitation of student expression under this Policy. If the staff adviser(s) consider material submitted for publication to violate this Policy, he or she will notify the student without undue delay and give specific reasons why the submitted material may not be published. The student should be given the opportunity to modify the material or appeal the decision of the staff adviser to the Executive Director.

## BUTTONS, BADGES, AND OTHER INSIGNIA OF SYMBOLIC EXPRESSION

Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of

**STUDENT SERVICES****5035-MYA**

expression, subject to the prohibitions enumerated in this Policy.

**ORGANIZED DEMONSTRATIONS**

Students have the right to lawful organized demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite students to create a clear and present danger of the commission of unlawful acts during educational activities or the violation of lawful school regulations, or demonstrations that substantially disrupt the orderly operation of the educational activity are prohibited.

No individual student may demonstrate in the name of the Charter or as an official Charter School group at any time unless authorized by the Charter School to participate in the activity.

Missing school to attend an organized demonstration is not an excused absence. MYA will follow its Attendance Policy when determining consequences for students. The Charter School will follow its Suspension and Expulsion Policy when determining consequences for students if the Board policy is violated.

**Off-Campus Expression**

Off-campus student expression, including but not limited to student expression on off-campus internet web sites, is generally constitutionally protected but shall be subject to discipline when there is a sufficient nexus between the speech and the Charter School.

Relevant considerations include:

1. The degree and likelihood of harm to the Charter School (staff, students, volunteers, and/or property) caused or augured by the expression,
2. Whether it is reasonably foreseeable that the expression would reach and impact the Charter School, and
3. The relation between the content and/or context of the expression and the Charter School. There is always a sufficient nexus between the expression and the Charter School when the Charter School reasonably concludes that it faces a credible, identifiable threat of school violence.

The Charter School Executive Director or designee shall document the impact the expression had or could be expected to have on the educational program. Off-campus expression that substantially disrupts the educational program, or involves substantial disorder or invasion of the

**STUDENT SERVICES****5035-MYA**

rights of others may be subject to discipline.

Off-campus expression may result in discipline if the expression involves but is not limited to:

- a. Serious or severe bullying or harassment targeting particular individuals;
- b. Threats aimed at teachers or other students;
- c. The failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities; or
- d. Breaches of school security devices.

**ENFORCEMENT**

1. Upon learning that students who are considering actions in the areas covered by this Policy will be informed of the possible consequences of their action under each specific circumstance. The Executive Director shall ensure that due process is followed when resolving disputes regarding student freedom of expression.
2. This Policy does not prohibit or prevent the Charter School from adopting otherwise valid rules and regulations relating to oral communications by MYA students.
3. No MYA employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.
4. MYA shall not make or enforce a rule subjecting a student to disciplinary sanctions solely on the basis of conduct that is speech or other communication that, when engaged in outside of the campus, is protected from governmental restriction by the First Amendment to the United States Constitution or Section 2 of Article I of the California Constitution.

**COMPLAINTS and APPEALS**

The following procedures shall be used to address general disputes regarding student freedom of speech and expression:

1. The student and faculty member shall first attempt to resolve the problem internally.
2. If the student and faculty member are unable to resolve the dispute, the student and/or faculty member may bring the matter to the Charter School Executive Director or designee, who shall hear both sides and strive to resolve the dispute as quickly as possible.

**Motivated Youth Academy**

*Policy Adopted: October 10, 2019*

*Policy Revised ~~Revision Date~~: September 14, 2023*

*Policy Revised: month, day, year*

*Page 5 of 6*

## STUDENT SERVICES

5035-MYA

3. Any student or faculty member may appeal the decision of the Charter School Executive Director or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.

A student who feels their freedom of expression was unconstitutionally limited and/or limited on the basis of discrimination may file a complaint with Motivated Youth Academy through following the Charter School's General Complaint Policies and Procedures.

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**Motivated Youth Academy**

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*Page 6 of 6*

## STUDENT SERVICES

**5035-MYA**

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**STUDENT SERVICES****5035-MYA****STUDENT FREEDOM OF SPEECH AND EXPRESSION POLICY**

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**STUDENT SERVICES****5035-MYA****STUDENT FREEDOM OF SPEECH AND EXPRESSION POLICY****BUTTONS, BADGES, AND OTHER INSIGNIA OF SYMBOLIC EXPRESSION**

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3. The relation between the content and/or context of the expression and the Charter School. There is always a sufficient nexus between the expression and the Charter School when the Charter School reasonably concludes that it faces a credible, identifiable threat of

**STUDENT SERVICES****5035-MYA****STUDENT FREEDOM OF SPEECH AND EXPRESSION POLICY**

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Off-campus expression may result in discipline if the expression involves but is not limited to:

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**ENFORCEMENT**

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**STUDENT SERVICES****5035-MYA****STUDENT FREEDOM OF SPEECH AND EXPRESSION POLICY****COMPLAINTS and APPEALS**

The following procedures shall be used to address general disputes regarding student freedom of speech and expression:

1. The student and faculty member shall first attempt to resolve the problem internally.
2. If the student and faculty member are unable to resolve the dispute, the student and/or faculty member may bring the matter to the Charter School Executive Director or designee, who shall hear both sides and strive to resolve the dispute as quickly as possible.
3. Any student or faculty member may appeal the decision of the Charter School Executive Director or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.

A student who feels their freedom of expression was unconstitutionally limited and/or limited on the basis of discrimination may file a complaint with Motivated Youth Academy through following the Charter School's General Complaint Policies and Procedures.

**STUDENT SERVICES****5045-MYA****ACCEPTABLE USE POLICY**

The Motivated Youth Academy Board of Directors (the “Board” or the “School”) provides technology resources to its students solely for educational purposes. Through technology, the School provides access for students and staff to unlimited resources. Expanding technologies provide tremendous opportunities for enhancing, extending, and rethinking the learning process. The goal in providing these resources is to promote educational excellence by facilitating resource sharing, innovation, and communication with the support and supervision of the **Educational Rights Holder**~~educational rights holder~~ and credentialed teacher. With this access brings the potential exposure to material that may not hold educational value, or may be harmful or disruptive to the student’s learning experience.

The purpose of this policy is to ensure that student internet access on school owned computers will be appropriate and used only for educational purposes, consistent with the acceptable standards of the school.

All computer equipment, programs, supporting materials, and peripherals of any nature which the student receives from the school are loaned to the student for educational purposes only and belong to the school. As a condition of receiving and using any such equipment, the student and student’s **Educational Rights Holder**~~educational rights holder~~ acknowledge that there is no right of or expectation of privacy whatsoever related to the student’s use of such equipment. The school retains the right to monitor, at all times, Internet/computer activity accessed by this equipment, review any material stored in files on such equipment, edit or remove any material which the school staff, in its sole discretion, believes violates the above standards, and terminate the Internet/Computer Agreement of any persons violating the conditions set forth in this policy.

Information services such as online educational resources provided by the School may occasionally require new registration and account information to continue the service. This will require the School to give out certain portions of student’s personal information to one or more 3rd party vendor(s) required for this requested service, such as logon information, etc. Student and **Educational Rights Holder**~~educational rights holder~~’s signatures of this policy and use of said computer equipment or school-provided online resources indicate specific consent to such release of personal information.

Students using the Internet shall be closely supervised by the **Educational Rights Holder**~~educational rights holder~~. Students and their **Educational Rights Holder**~~educational rights holder~~ are ultimately responsible for the materials accessed through the use of student Internet

**Motivated Youth Academy***Page 1 of 4**Policy Adopted: October 10, 2019**Policy Reapproved: July 9, 2020**Policy ~~Revised~~Reviewed: August 19, 2021**Policy ~~Revised~~Reviewed: February 8, 2024**Policy Revised: month, day, year*

## STUDENT SERVICES

5045-MYA

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### ACCEPTABLE USE POLICY

accounts. ~~Educational Rights Holder~~ Educational rights holders or guardians will be responsible for the supervision of students using the internet.

**STUDENT SERVICES****5045-MYA****ACCEPTABLE USE POLICY**

The California Computer Crime Bill (1979) added section 502 to the Penal Code making it a felony to intentionally access any computer or system or network for certain purposes, including:

- 1) Devising or executing any scheme or artifice to defraud or extort or,
- 2) Wrongfully controlling or obtaining money, property, or data.
- 3) Knowingly accessing and, without permission, adding, altering, damaging, deleting, or destroying any data, computer software, or computer programs which reside or exist internal or external to a computer, computer system, or computer network.
- 4) Knowingly and without permission accessing or causing to be accessed any computer, computer system, or computer network.
- 5) Knowingly introducing any computer contaminant into any computer, computer system, or computer network.

Anyone committing acts of this kind, or any other actions prohibited by law with school owned computers and/or equipment will face legal action and disciplinary procedures.

It is the intent of this policy to protect students from inappropriate information. However, the staff cannot screen all of the materials available on the Internet. Willful access to inappropriate material in any form by students as well as the importation of any material from “outside sources” on school owned computers and/or equipment is a violation of this policy and may result in disciplinary action including, but not limited to, the revocation of School-provided computer and/or equipment and/or discipline, up to and including, expulsion of the student. Students, staff and **Educational Rights Holder**~~educational rights holders~~ hold a joint responsibility to ensure that inappropriate material is not displayed or available on any computer.

**Educational Rights Holder**~~Educational rights holder~~/guardians will teach the student about Internet safety, including how to protect online privacy and how to avoid online predators using resources such as materials available at: <http://www.digitalcitizenship.net>. The School has also adopted internet safety policies in accordance with applicable law, including the Children’s Internet Protection Act, which will be provided to **Educational Rights Holder**~~educational rights holders~~/guardians.

This policy does not attempt to articulate all required or proscribed behavior by users. Misuse may come in many forms; it is commonly viewed as any transmission(s) sent or received that

**STUDENT SERVICES****5045-MYA****ACCEPTABLE USE POLICY**

suggest or indicate pornography, unethical or illegal solicitation, racism, sexism and inappropriate language.

The following characterize, but do not exhaustively list all unacceptable behavior:

- 1) Using the school funded Internet/computer system for illegal, inappropriate, or obscene purposes or in support of such activities
- 2) Utilizing the school funded Internet/computer system for any illegal activity including violation of copyrights or other contracts relating to licensed uses.
- 3) Intentionally disrupting equipment or system performance.
- 4) Downgrading the equipment or system performance.
- 5) Damaging or misusing any hardware or software.
- 6) Utilizing the school's computing resources for commercial/financial gain or fraud.
- 7) Pirating and/or theft of data, equipment, or intellectual property.
- 8) Gaining or seeking to gain unauthorized access to resources or entities.
- 9) Utilizing the system to encourage the use of drugs, alcohol or tobacco or any promotion or attempt to promote any unethical behavior.
- 10) Using harassing, abusive or obscene language.
- 11) Annoying, harassing or intentionally offending another person.
- 12) Introducing computer viruses into the system.
- 13) Forging electronic mail messages or using an access owned by, or used by another.
- 14) Wasting of resources.
- 15) Invading the privacy of others.
- 16) Possessing data in any form (including hard copy or disk) which might be considered a violation of these rules.

**Consequences of non-compliance**

As with any other violation of school rules and regulations, consequences of violations include, but are not limited to, the following:

- 1) Suspension of school funded Internet access
- 2) Revocation of school funded Internet access
- 3) Limitations of school funded computer access
- 4) Revocation of school funded computer access
- 5) Disciplinary processes up to expulsion or involuntary withdrawal
- 6) Legal action and prosecution
- 7) Financial liability for loss of Internet/computer system

**Motivated Youth Academy**

*Policy Adopted: October 10, 2019*

*Policy Reapproved: July 9, 2020*

*Policy ~~Revised~~Reviewed: August 19, 2021*

*Policy ~~Revised~~Reviewed: February 8, 2024*

*Policy Revised: month, day, year*

*Page 4 of 4*

**STUDENT SERVICES****5045-MYA****ACCEPTABLE USE POLICY**

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The **Educational Rights Holder**~~educational rights holder~~/guardian is responsible to abide by and to ensure the student abides by the provisions and conditions of this policy and that any violations of the above provisions may result in disciplinary action, the revoking of the user account, and appropriate legal action.

The **Educational Rights Holder**~~educational rights holder~~/guardian is also responsible to report any misuse of the information system to school administration. All the rules of conduct described in the publication entitled “Internet/Computer Acceptable Use Regulations” apply when on the Internet or using the school-owned computer.

**STUDENT SERVICES****5045-MYA****ACCEPTABLE USE POLICY**

The Motivated Youth Academy Board of Directors (the “Board” or the “School”) provides technology resources to its students solely for educational purposes. Through technology, the School provides access for students and staff to unlimited resources. Expanding technologies provide tremendous opportunities for enhancing, extending, and rethinking the learning process. The goal in providing these resources is to promote educational excellence by facilitating resource sharing, innovation, and communication with the support and supervision of the Educational Rights Holder and credentialed teacher. With this access brings the potential exposure to material that may not hold educational value, or may be harmful or disruptive to the student’s learning experience.

The purpose of this policy is to ensure that student internet access on school owned computers will be appropriate and used only for educational purposes, consistent with the acceptable standards of the school.

All computer equipment, programs, supporting materials, and peripherals of any nature which the student receives from the school are loaned to the student for educational purposes only and belong to the school. As a condition of receiving and using any such equipment, the student and student’s Educational Rights Holders acknowledge that there is no right of or expectation of privacy whatsoever related to the student’s use of such equipment. The school retains the right to monitor, at all times, Internet/computer activity accessed by this equipment, review any material stored in files on such equipment, edit or remove any material which the school staff, in its sole discretion, believes violates the above standards, and terminate the Internet/Computer Agreement of any persons violating the conditions set forth in this policy.

Information services such as online educational resources provided by the School may occasionally require new registration and account information to continue the service. This will require the School to give out certain portions of student’s personal information to one or more 3rd party vendor(s) required for this requested service, such as logon information, etc. Student and Educational Rights Holder’s signatures of this policy and use of said computer equipment or school-provided online resources indicate specific consent to such release of personal information.

Students using the Internet shall be closely supervised by the Educational Rights Holder. Students and their Educational Rights Holders are ultimately responsible for the materials

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**Motivated Youth Academy**
*Policy Adopted: October 10, 2019*
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*Policy Revised: month, day, year*
*Page 1 of 4*

**STUDENT SERVICES****5045-MYA****ACCEPTABLE USE POLICY**

accessed through the use of student Internet accounts. Educational Rights Holders or guardians will be responsible for the supervision of students using the internet.

The California Computer Crime Bill (1979) added section 502 to the Penal Code making it a felony to intentionally access any computer or system or network for certain purposes, including:

- 1) Devising or executing any scheme or artifice to defraud or extort or,
- 2) Wrongfully controlling or obtaining money, property, or data.
- 3) Knowingly accessing and, without permission, adding, altering, damaging, deleting, or destroying any data, computer software, or computer programs which reside or exist internal or external to a computer, computer system, or computer network.
- 4) Knowingly and without permission accessing or causing to be accessed any computer, computer system, or computer network.
- 5) Knowingly introducing any computer contaminant into any computer, computer system, or computer network.

Anyone committing acts of this kind, or any other actions prohibited by law with school owned computers and/or equipment will face legal action and disciplinary procedures.

It is the intent of this policy to protect students from inappropriate information. However, the staff cannot screen all of the materials available on the Internet. Willful access to inappropriate material in any form by students as well as the importation of any material from “outside sources” on school owned computers and/or equipment is a violation of this policy and may result in disciplinary action including, but not limited to, the revocation of School-provided computer and/or equipment and/or discipline, up to and including, expulsion of the student. Students, staff and Educational Rights Holders hold a joint responsibility to ensure that inappropriate material is not displayed or available on any computer.

Educational Rights Holders/guardians will teach the student about Internet safety, including how to protect online privacy and how to avoid online predators using resources such as materials available at: <http://www.digitalcitizenship.net>. The School has also adopted internet safety policies in accordance with applicable law, including the Children’s Internet Protection Act, which will be provided to Educational Rights Holders/guardians.

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**Motivated Youth Academy**

Page 2 of 4

*Policy Adopted: October 10, 2019**Policy Reapproved: July 9, 2020**Policy Revised: August 19, 2021**Policy Revised: February 8, 2024**Policy Revised: month, day, year*

**STUDENT SERVICES****5045-MYA****ACCEPTABLE USE POLICY**

This policy does not attempt to articulate all required or proscribed behavior by users. Misuse may come in many forms; it is commonly viewed as any transmission(s) sent or received that suggest or indicate pornography, unethical or illegal solicitation, racism, sexism and inappropriate language.

The following characterize, but do not exhaustively list all unacceptable behavior:

- 1) Using the school funded Internet/computer system for illegal, inappropriate, or obscene purposes or in support of such activities
- 2) Utilizing the school funded Internet/computer system for any illegal activity including violation of copyrights or other contracts relating to licensed uses.
- 3) Intentionally disrupting equipment of system performance.
- 4) Downgrading the equipment or system performance.
- 5) Damaging or misusing any hardware or software.
- 6) Utilizing the school's computing resources for commercial/financial gain or fraud.
- 7) Pirating and/or theft of data, equipment, or intellectual property.
- 8) Gaining or seeking to gain unauthorized access to resources or entities.
- 9) Utilizing the system to encourage the use of drugs, alcohol or tobacco or any promotion or attempt to promote any unethical behavior.
- 10) Using harassing, abusive or obscene language.
- 11) Annoying, harassing or intentionally offending another person.
- 12) Introducing computer viruses into the system.
- 13) Forging electronic mail messages or using an access owned by, or used by another.
- 14) Wasting of resources.
- 15) Invading the privacy of others.
- 16) Possessing data in any form (including hard copy or disk) which might be considered a violation of these rules.

**Consequences of non-compliance**

As with any other violation of school rules and regulations, consequences of violations include, but are not limited to, the following:

- 1) Suspension of school funded Internet access
- 2) Revocation of school funded Internet access
- 3) Limitations of school funded computer access
- 4) Revocation of school funded computer access
- 5) Disciplinary processes up to expulsion or involuntary withdrawal

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**Motivated Youth Academy**
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*Page 3 of 4*

**STUDENT SERVICES****5045-MYA****ACCEPTABLE USE POLICY**

- 6) Legal action and prosecution
- 7) Financial liability for loss of Internet/computer system

The Educational Rights Holder/guardian is responsible to abide by and to ensure the student abides by the provisions and conditions of this policy and that any violations of the above provisions may result in disciplinary action, the revoking of the user account, and appropriate legal action.

The Educational Rights Holder/guardian is also responsible to report any misuse of the information system to school administration. All the rules of conduct described in the publication entitled “Internet/Computer Acceptable Use Regulations” apply when on the Internet or using the school-owned computer.

**STUDENT SERVICES****5050-MYA****ACADEMIC INTEGRITY POLICY**

The Board of Directors of Motivated Youth Academy (“MYA” or the “Charter School”) considers academic honesty to be one of its highest values. Students are expected to be the sole authors of their work and to exhibit honest behavior and academic integrity. Use of another person’s work or ideas must be accompanied by specific citations and references. The purpose of this Policy is to create and maintain ethics and integrity in all academic endeavors and to provide MYA students with an understanding of what is and is not acceptable.

**DEFINITIONS:****1) ACADEMIC DISHONESTY**

A student cheats when they obtain or attempt to obtain credit for academic work through the use of any dishonest, deceptive, or fraudulent means. This may include but is not limited to:

- a. Copying, in part or in whole, from another student’s test, classwork, homework, data disk, or other media and claiming the work as one’s own.
- b. Submitting work completed by another person.
- c. Any act that interferes with a fair grading environment. Examples include helping another student to cheat; sharing or showing coursework to other students before submission; and/or stealing or interfering with other students’ work.
- d. Any form of dishonesty for academic advantage. Examples include false excuses for missed deadlines; falsifying or intentionally distorting the meaning of data; and/or re-submitting an assignment completed in a previous course.
- e. Altering or interfering with grading or grading instructions or stealing or altering tests or class materials.
- f. Encouraging or helping in any of the actions described above.

**2) PLAGIARISM**

1. The unauthorized use or close imitation of the language and thoughts of another author and the representation of them as one's own original work.
2. Something used and represented in this manner.

**EXAMPLES OF PLAGIARISM AND ACADEMIC DISHONESTY INCLUDE, BUT ARE NOT LIMITED TO:**

**STUDENT SERVICES****5050-MYA****ACADEMIC INTEGRITY POLICY**

1. Quoting someone else's words, sentences, paragraphs, or an entire paper without acknowledging the source
2. Paraphrasing someone else's ideas, opinions, or theory without acknowledging the source
3. Imitating someone else's structure or argument without acknowledging the source
4. Using more of a source than you acknowledged in your citation
5. Copying a fellow student's work, paper, and/or essays and turning it in as your own
6. Copying another student's computer file and submitting the work as your own, or allowing such to happen
7. Buying an essay, paper, or written work online without acknowledging the source
8. Using teacher manuals or answer keys

Regardless of the student's intent, the above acts constitute plagiarism and/or academic dishonesty. In essence, plagiarism is the theft of someone else's ideas and/or work. Whether a student copies verbatim or simply rephrases the ideas of another without properly acknowledging the source, it is still plagiarism. In the preparation of work submitted to meet course requirements, whether a draft or a final version of a paper or project, students must take great care to distinguish their own ideas and language from information derived from other sources. Sources include published primary and secondary materials, electronic media, and information and opinions gathered directly from other people.

**PROCESS FOR ADDRESSING INCIDENTS OF ACADEMIC DISHONESTY IF A STUDENT IS SUSPECTED OF PLAGIARISM OR ACADEMIC DISHONESTY**

**INITIAL INCIDENT:**

The teacher of record will confirm the student plagiarized or has been academically dishonest.

The teacher of record will consult with school administration to set up a plan to help the student learn about plagiarism and academic dishonesty, and how to avoid it in the future.

The student may be required to redo the assignment and may receive a reduction in the grade of that assignment depending on the age of the student and the severity of the academic dishonesty.

**SECOND INCIDENT:**

If a student is suspected of plagiarism or academic dishonesty for a second time:

The student may receive an F/zero for the assignment. A conference call with teacher of record,

**STUDENT SERVICES****5050-MYA****ACADEMIC INTEGRITY POLICY**

**Educational Rights Holder**parent/guardian of minor student or adult student, and school administrator will be scheduled to explain seriousness and to provide additional support.

**THIRD INCIDENT:**

If a student is suspected of plagiarism or academic dishonesty for a third time:

The student may receive a F/zero on the assignment. The student may receive a reduction of one letter grade for the entire course, regardless of which courses the first two offenses occurred. A conference call with the teacher of record, **Educational Rights Holder**parent/guardian of minor student or adult student, and school administrator will be scheduled to determine if the student may be subject to discipline in accordance with applicable due process provisions in accordance with the relevant charter petition, which is available upon request.

**FOURTH INCIDENT:**

The student may receive an F/zero on the assignment. The student may receive an F/zero for the entire course, regardless of which courses the first three offenses occurred. A conference call with the teacher of record, **Educational Rights Holder**parent/guardian of minor student or adult student, and school administrator will be scheduled to discuss providing notification that student's related education records, including disciplinary records, may be provided to colleges or other school districts where the student seeks to enroll or transfer as permitted in accordance with applicable law. The student may be subject to discipline in accordance with applicable due process provisions in accordance with the relevant charter petition, which is available upon request.

**SPECIAL EDUCATION STUDENTS OR STUDENTS WITH 504 PLANS**

If the at-risk student is an identified Special Education student, including a student with an Individualized Education Program ("IEP") or Section 504 plan, the teacher will contact the Special Education Program Manager or school counselor/504 coordinator and comply with all provisions of applicable law in addressing any student conduct concerns, including plagiarism.

**GRIEVANCE PROCEDURE:**

The following procedure is established to ensure that students' grievances are addressed fairly by the appropriate persons in a timely manner. The Charter School prohibits discrimination against students/families on the basis of based on the actual or perceived characteristics of mental or

**STUDENT SERVICES****5050-MYA****ACADEMIC INTEGRITY POLICY**

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physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance.

If a student is determined to have committed plagiarism, cheating or other forms of academic dishonesty, is subject to consequences, and the Educational Rights Holderparent/guardian or student disagrees:

The student and Educational Rights Holderparent/guardian will address the Executive Director or designee in writing with the reason for the grievance, including why they believe the accusation is not accurate/appropriate. The Executive Director or designee will investigate and respond with a written determination within ten (10) working days. If the concern or grievance is not resolved, the student and Educational Rights Holderparent/guardian may, within ten (10) working days, request a review with the Chair of the Board. The Chair of the Board shall investigate and make the final decision.

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- b. Submitting work completed by another person.
- c. Any act that interferes with a fair grading environment. Examples include helping another student to cheat; sharing or showing coursework to other students before submission; and/or stealing or interfering with other students’ work.
- d. Any form of dishonesty for academic advantage. Examples include false excuses for missed deadlines; falsifying or intentionally distorting the meaning of data; and/or re-submitting an assignment completed in a previous course.
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**STUDENT SERVICES****5050-MYA****ACADEMIC INTEGRITY POLICY**

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3. Imitating someone else's structure or argument without acknowledging the source
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5. Copying a fellow student's work, paper, and/or essays and turning it in as your own
6. Copying another student's computer file and submitting the work as your own, or allowing such to happen
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**SECOND INCIDENT:**

If a student is suspected of plagiarism or academic dishonesty for a second time: The student may receive an F/zero for the assignment. A conference call with teacher of record, Educational Rights Holder of minor student or adult student, and school administrator will be scheduled to explain seriousness and to provide additional support.

**STUDENT SERVICES****5050-MYA****ACADEMIC INTEGRITY POLICY**

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**THIRD INCIDENT:**

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If the at-risk student is an identified Special Education student, including a student with an Individualized Education Program ("IEP") or Section 504 plan, the teacher will contact the Special Education Program Manager or school counselor/504 coordinator and comply with all provisions of applicable law in addressing any student conduct concerns, including plagiarism.

**GRIEVANCE PROCEDURE:**

The following procedure is established to ensure that students' grievances are addressed fairly by the appropriate persons in a timely manner. The Charter School prohibits discrimination against students/families on the basis of based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race,

## STUDENT SERVICES

**5050-MYA**

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### ACADEMIC INTEGRITY POLICY

including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance.

If a student is determined to have committed plagiarism, cheating or other forms of academic dishonesty, is subject to consequences, and the Educational Rights Holder or student disagrees:

The student and Educational Rights Holder will address the Executive Director or designee in writing with the reason for the grievance, including why they believe the accusation is not accurate/appropriate. The Executive Director or designee will investigate and respond with a written determination within ten (10) working days. If the concern or grievance is not resolved, the student and Educational Rights Holder may, within ten (10) working days, request a review with the Chair of the Board. The Chair of the Board shall investigate and make the final decision.

## **GRADE ACCELERATION POLICY**

Motivated Youth Academy (“MYA”) has adopted this Grade Promotion Policy to apply to all students requesting grade promotion. MYA is committed to the success of each student. The goal of promotion is to create a bridge between the readiness of a student and the level and pace of instruction.

Promotion of a student can happen naturally within an independent study model and doesn’t typically need to be formally reflected in the student’s assigned grade level. Therefore, a thorough evaluation of a request to promote will be conducted before approving a promotion request.

Please note that TK students that were not eligible for kindergarten due to the age cut-off requirement must finish the two-year program by completing kindergarten before being considered for promotion. Educational rights holders of students in all other grade levels may request a grade level promotion of their student.

MYA reviews promotion requests at the end of each school year, after the student has been enrolled in MY Academy for the majority of the school year just completed. Exceptions may be made by a school administrator to review a promotion request earlier.

A promotion request may only be made if a previous Student Success Team (SST) meeting has been held during the current and just completed school year for the student. If an SST meeting was not held during the current and just completed school year, then a promotion request can not be made for that school year.

Educational rights holder(s)/Guardian(s) must submit the following to a school administrator or designee before the first day of the last learning period of the school year:

1. Written request for the promotion of the student
2. Explanation of why the request is being made
3. List of all interventions and curriculums utilized during the school year
4. Evidence and documentation to show that the majority of the content standards at the grade level being requested to skip have been met (this may include, but is not limited to assignment and work records, assessment scores, work samples, report cards). Please note the school may request additional documentation as needed.

## **GRADE ACCELERATION POLICY**

Teachers of students for whom a grade promotion request has been made must submit the following to the school administrator or designee before the first day of the last learning period of the school year:

1. Completed updated SST request form
2. Updated state and local assessment data
3. Report cards, if applicable
4. Other relevant information

An SST/promotion meeting will be held prior to the end of the school year with the teacher, school counselor, and school administrator or designee. The educational rights holder/guardian is invited to attend the beginning of the meeting to explain their request and any documentation, however, their attendance is not required. The team, minus the educational rights holder/guardian, will review the information and decide if grade promotion is appropriate. If the team cannot come to a consensus, then the Executive Director holds the responsibility of making the final decision. The educational rights holder(s)/guardian(s) will be notified via email of the decision within five school days of the SST/promotion meeting.

If the request is denied, the educational rights holder(s)/guardian(s) has the right to appeal. If the promotion request is approved, then the educational rights holder(s)/guardian(s) must sign the Educational rights holder/Guardian promotion Acknowledgement Form before the student's grade level will be changed in the school database.

### **Right to Appeal**

If the educational rights holder(s)/guardian(s) disagree with the decision, they have the right to appeal to the school's Executive Director.

- 1) Educational rights holder(s)/guardian(s) choosing to appeal a denial to retain a student shall submit a request to appeal the decision to the Executive Director with a detailed explanation specifying the reasons why the decision should be overturned. The submission of the request to appeal must occur no later than five school days following the date the educational rights holder(s)/guardian(s) were notified via email of the denial.
- 2) The Executive Director shall review the appeal as well as the student's academic performance records on which the SST relied. The Executive Director shall be provided an opportunity to discuss records with the educational rights holder(s)/guardian(s) and SST meeting members if deemed necessary by the Executive Director.

## **GRADE ACCELERATION POLICY**

- 3) The Executive Director will notify the educational rights holder(s)/guardian(s) of their decision via email within seven (7) school days of receiving the appeal request.
- 4) The Executive Director's decision is final.

## **GRADE ACCELERATION POLICY**

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Promotion of a student can happen naturally within an independent study model and doesn’t typically need to be formally reflected in the student’s assigned grade level. Therefore, a thorough evaluation of a request to promote will be conducted before approving a promotion request.

Please note that TK students that were not eligible for kindergarten due to the age cut-off requirement must finish the two-year program by completing kindergarten before being considered for promotion. Educational rights holders of students in all other grade levels may request a grade level promotion of their student.

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2. Explanation of why the request is being made
3. List of all interventions and curriculums utilized during the school year
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4. Other relevant information

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If the request is denied, the educational rights holder(s)/guardian(s) has the right to appeal. If the promotion request is approved, then the educational rights holder(s)/guardian(s) must sign the Educational rights holder/Guardian promotion Acknowledgement Form before the student's grade level will be changed in the school database.

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- 1) Educational rights holder(s)/guardian(s) choosing to appeal a denial to retain a student shall submit a request to appeal the decision to the Executive Director with a detailed explanation specifying the reasons why the decision should be overturned. The submission of the request to appeal must occur no later than five school days following the date the educational rights holder(s)/guardian(s) were notified via email of the denial.
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## **GRADE ACCELERATION POLICY**

- 3) The Executive Director will notify the educational rights holder(s)/guardian(s) of their decision via email within seven (7) school days of receiving the appeal request.
- 4) The Executive Director's decision is final.

**STUDENT SERVICES****5070-MYA****TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

Motivated Youth Academy (“MYA” or the “Charter School”) adopts this Transgender and Gender Nonconforming Student Nondiscrimination Policy to apply to students enrolled in MYA.

MYA is committed to providing a safe and supportive learning environment for all students, to ensure that every student shall have access to the schools’ educational programs and activities. Additionally, MYA policy requires that all schools and all personnel promote acceptance and respect among students and staff.

This policy reflects the reality that transgender and gender nonconforming students are enrolled in the school. Its purpose is to advise school staff regarding issues relating to transgender students in order to create and maintain a safe learning environment for all students. The guidelines provided in this policy do not anticipate every situation that might occur with respect to transgender students.

The needs of each transgender student are unique. This policy should be interpreted consistently with the goals of reducing stigmatization and ensuring the integration of transgender students in educational programs and activities. California Education Code §210.7 states that ‘gender means sex,’ and includes a person’s gender identity and gender related appearance and behavior whether or not stereotypically associated with the person’s assigned sex at birth. California Education Code §220 and school policy require that all educational programs and activities should be conducted without discrimination based on actual or perceived sex, sexual orientation, or gender identity and expression. California Education Code §201 provides that public schools have an affirmative obligation to combat sexism and other forms of bias, and a responsibility to provide an equal educational opportunity to all students.

Title IX of the Education Amendments of 1972 states, “No person...shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance.” This Policy provides guidelines to ensure protection, respectful treatment, and equal access to educational programs and activities for transgender students.

**PURPOSE**


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**Motivated Youth Academy**

Page 1 of 12

*Policy Adopted: May 14, 2020**Policy Reviewed: August 19, 2021**Policy Reviewed: March 14, 2024**Policy Reviewed: month, day, year*

**STUDENT SERVICES****5070-MYA****TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

The purpose of this policy is to foster an educational environment that is safe and free from discrimination for all students, regardless of sex, sexual orientation, gender identity, or gender expressions, and to facilitate compliance with local, state and federal laws concerning bullying, harassment and discrimination.

This policy should be interpreted consistently with the goals of reducing the stigmatization of and improving the educational integration of transgender and gender nonconforming students, maintaining the privacy of all students, and fostering cultural competence and professional development for school staff. Furthermore, this policy will support healthy communication between educators and educational rights holders to further the successful educational development and well-being of every student.

**SCOPE**

This policy covers conduct that takes place at any MYA school-sponsored functions and activities. This policy also pertains to usage of electronic technology and electronic communication that occurs in the school, on any MYA campus property, at school-sponsored functions and activities, on school buses or vehicles and at bus stops, and on school computers, networks, forums, and mailing lists. This policy applies to the entire school community, including educators, school staff, students, educational rights holders, and volunteers.

**DEFINITIONS**

The following definitions are provided not for the purpose of labeling students, but rather to assist in understanding this policy and the legal obligations of school staff. Students may or may not use these terms to describe themselves. These definitions are intended as functional descriptors.

Transgender and gender nonconforming youth use a number of words to describe their lives and gendered experiences. To list just a few examples, these students may refer to themselves as trans, transsexual, transgender, male-to-female (MTF), female-to-male (FTM), bi-gender, two-spirit, trans man, trans woman, and a variety of other terms. Terminology and language describing transgender individuals can differ based on region, language, race or ethnicity, age, culture, and many other factors. Generally speaking, school staff and educators should inquire

**STUDENT SERVICES****5070-MYA**

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**TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

which terms students may prefer and avoid terms that make these students uncomfortable; a good general guideline is to employ those terms which the students use to describe themselves.

1. Gender: a person's actual sex or perceived sex, and includes a person's perceived identity, appearance, or behavior, whether or not that identity, appearance or behavior is different from that traditionally associated with a person's sex at birth [Title 5, California Code of Regulations, §4910(k)].
2. Gender Identity: A person's deeply held sense or psychological knowledge of their own gender. One's gender identity can be the same or different than the gender assigned at birth. Most people have a gender identity that matches their assigned gender at birth. For some, however, their gender identity is different from their assigned gender. All people have a gender identity, not just transgender people. Gender identity is an innate, largely inflexible characteristic of each individual's personality that is generally established by age four, although the age at which individuals come to understand and express their gender identity may vary based on each person's social and familial social development. A person's internal, deeply rooted identification as female, male or a non-binary understanding of gender, regardless of one's assigned sex at birth. The responsibility for determining an individual's gender identity rests with the individual.
3. Gender Expression: The manner in which a person represents or expresses their gender to others, often through appearance, behavior, clothing, hairstyles, activities, voice or mannerisms whether or not stereotypically associated with the person's assigned sex at birth. Students who adopt a presentation that varies from the stereotypic gender expectations sometimes may describe themselves as gender nonconforming, gender queer, or gender fluid.
4. Gender Nonconforming: Displaying a gender identity or expression that may differ from those typically associated with one's sex assigned at birth. A person's gender expression may differ from stereotypical expectations about how females and males are "supposed to" look or act, such as "feminine" boys, "masculine" girls, and those who are perceived as androgynous. This includes people who identify outside traditional gender categories or identify as both genders. Gender nonconforming is not synonymous with transgender; not all gender nonconforming students identify as transgender. Other terms that can have similar meanings include gender diverse or gender expansive.

**STUDENT SERVICES****5070-MYA**


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**TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

5. Transgender: An adjective describing a person whose gender identity or expression is different from that traditionally associated with an assigned sex at birth and whose gender expression consistently varies from stereotypical expectations and norms. A transgender person desires to live persistently by a gender that differs from that which was assigned at birth. Other terms that can have similar meanings are transsexual and trans.
6. Transition: The process in which a person goes from living and identifying as one gender to living and identifying as another. Gender transition can occur at any age. It begins internally then expands to external expression. This can include social, medical and/or a legal transition.
7. LGBTQ: An acronym that stands for “lesbian, gay, bisexual, transgender, and queer/questioning.” Questioning incorporates those who are uncertain or fluid about their sexual orientation and/or gender identity.
8. Sex: The biological condition or quality of being female or male.
9. Sexual Orientation: A person’s emotional and sexual attraction to another person based on the gender of the other person. Common terms used to describe sexual orientation include, but are not limited to, heterosexual, lesbian, gay, and bisexual. Sexual orientation and gender identity are different.
10. Bullying: Bullying means written, verbal or physical conduct that adversely affects the ability of one or more students to participate in or benefit from the school’s educational programs or activities by placing the student (or students) in reasonable fear of physical harm. This includes conduct that is based on a student’s actual or perceived race, color, national origin, sex, disability, sexual orientation, gender identity or expression, religion [or any other distinguishing characteristics that may be included by the state or local educational agency]. This also includes conduct that targets a student because of a characteristic of a friend, family member, or other person or group with whom a student associates.
11. Harassment: Harassment means written, verbal or physical conduct that adversely affects the ability of one or more students to participate in or benefit from the school’s educational programs or activities because the conduct is so severe, persistent or pervasive. This includes conduct that is based on a student’s actual or perceived race, color, national origin, sex, disability, sexual orientation, gender identity or expression, religion [or any other distinguishing characteristics that may be defined by the state or local educational agency]. This also includes conduct that targets a student because of a

**STUDENT SERVICES****5070-MYA****TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

characteristic of a friend, family member, or other person or group with whom a student associates.

**EDUCATIONAL RIGHTS HOLDER INVOLVEMENT**

The educational rights holders of transgender and gender nonconforming students can play a critical role in establishing a safe and accepting school environment for such youth. Transgender and gender nonconforming youth are both coming out in growing numbers and transitioning earlier. We encourage schools to work with supportive educational rights holders whenever possible to establish healthy communication and ensure the needs of these often vulnerable students are fully met.

**FEDERAL PROTECTIONS**

It is important to note that federal law, specifically Title IX, prohibits sexual harassment and discrimination based on gender or sex stereotypes in every jurisdiction. While Title IX does not specifically use the terms “transgender” or “gender identity or expression,” courts have held that harassment and other discrimination against transgender and gender nonconforming people constitutes sex discrimination.

**GUIDELINES**

The school shall accept the gender identity that each student asserts. There is no medical or mental health diagnosis or treatment threshold that students must meet in order to have their gender identity recognized and respected. The assertion may be evidenced by an expressed desire to be consistently recognized by their gender identity. Students ready to socially transition may initiate a process to change their name, pronoun, attire, and access to preferred activities and facilities. Each student has a unique process for transitioning. The school shall customize support to optimize each student’s integration.

**1. Privacy and Confidentiality**

- a. All persons, including students, have a right to privacy. This includes keeping a student’s actual or perceived gender identity and expression private. Such private information shall be shared only on a need to know basis. Information about a student’s transgender status, legal name, or gender assigned at birth also may constitute confidential medical information. Disclosing this information to other

**STUDENT SERVICES****5070-MYA****TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

students, their educational rights holders or other third parties may violate privacy laws, such as Federal Family Educational Rights and Privacy Act (FERPA). The School shall ensure that all medical information relating to transgender and gender nonconforming students shall be kept confidential in accordance with applicable state, local and federal privacy laws. School staff shall not disclose information that may reveal a student's transgender status to others, including educational rights holders and other school staff, unless legally required to do so or unless the student has authorized such disclosure

- b. Students have the right to openly discuss and express their gender identity and expression, and to decide when, with whom, and how much information to share. The fact that a student chooses to disclose his or her transgender status to staff or other students does not authorize school staff to disclose other medical information about the student. When contacting the educational rights holder of a transgender student, school staff should use the student's legal name and the pronoun corresponding to the student's gender assigned at birth unless the student, or educational rights holder has specified otherwise.
- c. School personnel may encounter situations where transgender students have not disclosed their transgender status. School personnel must be mindful of the confidentiality and privacy rights of students when communicating with others, so as to not reveal, imply, or refer to a student's gender identity or expression.
- d. To ensure confidentiality when discussing a particular concern such as conduct, discipline, grades, attendance, or health, school personnel's focus should be specifically school-related and not on the student's gender identity or expression.
- e. When communicating to the media or community about issues related to gender identity, the school or Charter School shall have a single spokesperson to address the issue. Rather than directly commenting on the issue, other School and school staff shall direct educational rights holders and the media to the designated spokesperson. Protecting the privacy of transgender and gender nonconforming students must be a top priority for the spokesperson and all staff, and all medical information shall be kept strictly confidential. Violating confidentiality of this information is a violation of this policy and may be a violation of local, state or federal privacy laws.

## 2. Official Records

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**Motivated Youth Academy**

Page 6 of 12

*Policy Adopted: May 14, 2020**Policy Reviewed: August 19, 2021**Policy Reviewed: March 14, 2024**Policy Reviewed: month, day, year*

**STUDENT SERVICES****5070-MYA**


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**TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

- a. The School is required to maintain in perpetuity mandatory permanent pupil records (“official records”) which include the legal name of the student and the student’s gender as indicated on official government issued documents such as birth certificates, passports and identification cards/permits. The official records may include but are not limited to progress and grade reports, transcripts, assessment data, health records, discipline records, Individualized Education Programs (IEP), Section 504 Plans and the cumulative card and file. However, to the extent that the school is not legally required to use a student’s legal name and gender on other school records or documents, the school shall use the name and gender preferred by the student.
  - b. The School will change a student’s name and gender on official records when the name of the student is changed by the appropriate court action, such as by a change of name proceedings. The new name is the official legal name of the student for all purposes, including school registration. Upon the submission of proper evidence of the court order, or through amendment of state or federally-issued identification, the student’s official name and gender in all school records shall be changed to reflect the legal name change. In situations where school staff or administrators are required by law to use or to report a transgender student’s legal name or gender, such as for purposes of standardized testing, school staff and administrators shall adopt practices to avoid the inadvertent disclosure of such confidential information.
3. Unofficial Records
- a. The School shall permit a student to use a preferred name and gender on unofficial records. The unofficial records may include but are not limited to identification badges, classroom and homeroom rosters, certificates, programs, announcements, office summons and communications, team and academic rosters, diplomas, newspapers, newsletters, yearbooks and other site-generated unofficial records.
  - b. The School shall input the student’s preferred name and gender in the appropriate fields of the School’s electronic data system to indicate how the student’s name and gender will appear on unofficial records.
  - c. The School shall permit a student or educational rights holder to request a change of name and/or gender so that a student may be registered in school under a name

**STUDENT SERVICES****5070-MYA**


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**TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

and gender that corresponds with the student's gender identity without obtaining a court order or without changing the student's official records.

- d. After the school receives and verifies the contents of the written request, the school shall change the name and/or gender of the student in the School's electronic data system by entering the new name in the "preferred name" field. In the cumulative folder and registration card, name and gender should be cross-referenced.

4. Names/Pronouns

- a. Students shall be addressed by the name and pronoun that corresponds to their gender identity asserted at school without obtaining a court order, changing their official records or obtaining educational rights holder permission. It is recommended that teachers privately ask transgender or gender nonconforming students at the beginning of the school year how they want to be addressed in class, in correspondence to the home, or at conferences with the student's educational rights holder.
- b. Students shall be known by their name and gender of identity. However, there may be situations (e.g., communications with the family, official state or federal records, and assessment data) where it may be necessary and recommended for staff to be informed of the student's legal name and gender. In these situations, staff should prioritize the safety, confidentiality, and respect of the student in a manner that affirms the law.
- c. If school personnel are unsure how a student wants to be addressed in communications to the home or in conferences with educational rights holders, they may privately ask the student. For communications with a student's educational rights holder, school personnel should refer to this policy's prior section on "Privacy and Confidentiality."
- d. Every effort should be made to use the preferred names and pronouns consistent with a student's gender identity. While inadvertent slips or honest mistakes may occur, the intentional and persistent refusal to respect a student's gender identity is a violation of School policy.

5. Restroom Accessibility

**STUDENT SERVICES****5070-MYA****TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

- a. Schools may maintain separate restroom facilities for male and female students. Students shall have access to restrooms that correspond to their gender identity asserted at school.
  - b. If a student desires increased privacy, regardless of the underlying reason, the administrator shall make every effort to provide the student with reasonable access to an alternative restroom such as a single-stall restroom or the health office restroom. The use of a restroom should be determined by the student's choice; no student shall be compelled to use an alternative restroom.
  - c. Administrators may take steps to designate single stall "gender neutral" restrooms on their campus.
6. Locker Room Accessibility
- a. Schools may maintain separate locker room facilities for male and female students. Students shall have access to the locker room facility that corresponds to their gender identity asserted at school.
  - b. If there is a request for increased privacy, any student shall be provided access to a reasonable accommodation such as:
    - i. Assignment of a student locker in near proximity to the coaches' office or a supportive peer group.
    - ii. Use of a private area within the public area of the locker room facility (e.g. nearby restroom stall with a door or an area separated by a curtain).
    - iii. Use of a nearby private area (e.g. nearby restroom or a health office restroom).
    - iv. A separate changing schedule.
7. Sports, Athletics, and Physical Education
- a. All students shall be permitted to participate in physical education classes and intramural sports in a manner consistent with their gender identity. Furthermore, unless precluded by state interscholastic association policies, all students shall be permitted to participate in interscholastic athletics in a manner consistent with their gender identity.
  - b. When conducting physical education classes and fitness evaluations, the teacher will address and evaluate the student by their gender identity. Performance on the state physical fitness test (Fitnessgram) is evaluated by the State of California in accordance with the sex reported on the student's initial enrollment, even when

**STUDENT SERVICES****5070-MYA**


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**TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

the student identifies as transgender. In these events, the physical education teacher shall make every effort to maintain confidentiality of student information.

- c. Participation in competitive athletics, intramural sports, athletic teams, competitions, and contact sports shall be facilitated in a manner consistent with the student's gender identity asserted at school and in accordance with the California Interscholastic Federation bylaws.

8. School Activities and Programs

- a. Students have the right to equitable access to activities and programs in their school. Students may not be excluded from participation in, be denied the benefits of, or be subjected to harassment or other forms of discrimination on the basis of gender identity in any program or activity. These activities and programs may include but are not limited to cheer class, homecoming, prom, spirit day, celebrations, assemblies, acknowledgments, after school activities/ programs and all extra-curricular activities.

9. Course Accessibility and Instruction

- a. Students have the right to equitable learning opportunities in their school. Students shall not be required to take and/or be denied enrollment in a course on the basis of their gender identity in any educational and academic program.

10. Dress Codes/School Uniform Policies

- a. School may enforce a dress code pursuant to School policy. Students have the right to dress in accordance with their gender identity, within the constraints of the dress codes adopted by the school. A school's dress code and school uniform policy shall be gender neutral. Schools cannot enforce specific attire based on gender.
- b. Students have the right to dress in accordance with their gender identity within the parameters of the dress code, as it relates to the school uniform or safety issues (e.g., prohibiting attire that promotes drugs or violence, or is gang-affiliated).

11. Student Safety

- a. School staff must ensure that students are provided with a safe school environment that is free of discrimination, harassment, bullying and/or intimidation.
- b. School staff and families should work together to resolve complaints alleging discrimination, harassment, bullying and/or intimidation based on a student's

**STUDENT SERVICES****5070-MYA****TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

actual or perceived gender identity or expression. Complaints of this nature are to be handled in the same manner as other complaints. Consideration should be given as to whether a Sexual Harassment investigation is warranted.

- c. School staff shall take all reported incidents of bullying seriously and take appropriate measures to ensure that the bullying stops.
- d. School administration shall respond immediately to incidents of discrimination, harassment, bullying and/or intimidation by taking actions that include, but are not limited to the following:
  - i. intervening to stop the behavior;
  - ii. investigating and documenting the incident;
  - iii. determining and enforcing appropriate corrective actions; and
  - iv. monitoring to ensure that the behavior does not re-occur.
- e. School staff should take all reasonable steps to ensure safety and access for transgender and gender nonconforming students at their school. School staff shall support students' rights to assert their gender identity and expression.
- f. Students shall not be disciplined solely on the basis of their actual or perceived gender identity or expression.
- g. Students shall be informed that they have the responsibility to report situations/incidents of discrimination, harassment, bullying and/or intimidation to the designated site administrator in cases where they may be a target or witness.
- h. Students shall be informed of their role in ensuring a school environment that is free from discrimination, harassment, bullying and/or intimidation. Students should consider how others may perceive or be affected by their actions and words.

**12. Student Transitions**

- a. In order to maintain privacy and confidentiality regarding their transition and gender identity, transgender students may wish — but are not required — to transition over a summer break or between grades. Regardless of the timing of a student's transition, the school shall act in accordance with the following age-appropriate policies.
- b. When a student transitions during the school year, the school shall hold a meeting with the student (and educational rights holders if they are involved in the process) to ascertain their desires and concerns. The school should discuss a

**STUDENT SERVICES****5070-MYA**

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**TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

timeline for the transition in order to create the conditions supporting a safe and accepting environment at the school. Finally, the school shall train school administrators and any educators that interact directly with the student on the transition plan, timelines for transition, and any relevant legal requirements.

**Training and Professional Development**

The Charter School shall conduct staff training for all staff members on their responsibilities under applicable laws and this policy, including teachers, administrators, counselors, social workers, and health staff. Information regarding this policy shall be incorporated into training for new school employees. To the extent funding is available, the School shall implement ongoing professional development to build the skills of all staff members to prevent, identify and respond to bullying, harassment and discrimination. The content of such professional development shall include, but not be limited to:

1. terms, concepts, and current developmental understandings of gender identity, gender expression, and gender diversity in children and adolescents;
2. developmentally appropriate strategies for communication with students and educational rights holders about issues related to gender identity and gender expression that protect student privacy;
3. developmentally appropriate strategies for preventing and intervening in bullying incidents, including cyberbullying;
4. school policies regarding bullying, discrimination, and gender identity and expression issues and responsibilities of staff.

**STUDENT SERVICES****5070-MYA**

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**TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

Motivated Youth Academy (“MYA” or the “Charter School”) adopts this Transgender and Gender Nonconforming Student Nondiscrimination Policy to apply to students enrolled in MYA.

MYA is committed to providing a safe and supportive learning environment for all students, to ensure that every student shall have access to the schools’ educational programs and activities. Additionally, MYA policy requires that all schools and all personnel promote acceptance and respect among students and staff.

This policy reflects the reality that transgender and gender nonconforming students are enrolled in the school. Its purpose is to advise school staff regarding issues relating to transgender students in order to create and maintain a safe learning environment for all students. The guidelines provided in this policy do not anticipate every situation that might occur with respect to transgender students.

The needs of each transgender student are unique. This policy should be interpreted consistently with the goals of reducing stigmatization and ensuring the integration of transgender students in educational programs and activities. California Education Code §210.7 states that ‘gender means sex,’ and includes a person’s gender identity and gender related appearance and behavior whether or not stereotypically associated with the person’s assigned sex at birth. California Education Code §220 and school policy require that all educational programs and activities should be conducted without discrimination based on actual or perceived sex, sexual orientation, or gender identity and expression. California Education Code §201 provides that public schools have an affirmative obligation to combat sexism and other forms of bias, and a responsibility to provide an equal educational opportunity to all students.

Title IX of the Education Amendments of 1972 states, “No person...shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance.” This Policy provides guidelines to ensure protection, respectful treatment, and equal access to educational programs and activities for transgender students.

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**Motivated Youth Academy**
*Page 1 of 12**Policy Adopted: May 14, 2020**Policy Reviewed: August 19, 2021**Policy Reviewed: March 14, 2024**Policy Reviewed: month, day, year*

**STUDENT SERVICES****5070-MYA****TRANSGENDER AND GENDER NONCONFORMING STUDENT  
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**SCOPE**

This policy covers conduct that takes place at any MYA school-sponsored functions and activities. This policy also pertains to usage of electronic technology and electronic communication that occurs in the school, on any MYA campus property, at school-sponsored functions and activities, on school buses or vehicles and at bus stops, and on school computers, networks, forums, and mailing lists. This policy applies to the entire school community, including educators, school staff, students, educational rights holders, and volunteers.

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**STUDENT SERVICES****5070-MYA**


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**TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

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**STUDENT SERVICES****5070-MYA**


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NONDISCRIMINATION POLICY**

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**STUDENT SERVICES****5070-MYA****TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

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**STUDENT SERVICES****5070-MYA**


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NONDISCRIMINATION POLICY**

students, their educational rights holders or other third parties may violate privacy laws, such as Federal Family Educational Rights and Privacy Act (FERPA). The School shall ensure that all medical information relating to transgender and gender nonconforming students shall be kept confidential in accordance with applicable state, local and federal privacy laws. School staff shall not disclose information that may reveal a student's transgender status to others, including educational rights holders and other school staff, unless legally required to do so or unless the student has authorized such disclosure

- b. Students have the right to openly discuss and express their gender identity and expression, and to decide when, with whom, and how much information to share. The fact that a student chooses to disclose his or her transgender status to staff or other students does not authorize school staff to disclose other medical information about the student. When contacting the educational rights holder of a transgender student, school staff should use the student's legal name and the pronoun corresponding to the student's gender assigned at birth unless the student, or educational rights holder has specified otherwise.
- c. School personnel may encounter situations where transgender students have not disclosed their transgender status. School personnel must be mindful of the confidentiality and privacy rights of students when communicating with others, so as to not reveal, imply, or refer to a student's gender identity or expression.
- d. To ensure confidentiality when discussing a particular concern such as conduct, discipline, grades, attendance, or health, school personnel's focus should be specifically school-related and not on the student's gender identity or expression.
- e. When communicating to the media or community about issues related to gender identity, the school or Charter School shall have a single spokesperson to address the issue. Rather than directly commenting on the issue, other School and school staff shall direct educational rights holders and the media to the designated spokesperson. Protecting the privacy of transgender and gender nonconforming students must be a top priority for the spokesperson and all staff, and all medical information shall be kept strictly confidential. Violating confidentiality of this information is a violation of this policy and may be a violation of local, state or federal privacy laws.

2. Official Records

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**Motivated Youth Academy**

Page 6 of 12

*Policy Adopted: May 14, 2020**Policy Reviewed: August 19, 2021**Policy Reviewed: March 14, 2024**Policy Reviewed: month, day, year*

**STUDENT SERVICES****5070-MYA****TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

- a. The School is required to maintain in perpetuity mandatory permanent pupil records (“official records”) which include the legal name of the student and the student’s gender as indicated on official government issued documents such as birth certificates, passports and identification cards/permits. The official records may include but are not limited to progress and grade reports, transcripts, assessment data, health records, discipline records, Individualized Education Programs (IEP), Section 504 Plans and the cumulative card and file. However, to the extent that the school is not legally required to use a student’s legal name and gender on other school records or documents, the school shall use the name and gender preferred by the student.
  - b. The School will change a student’s name and gender on official records when the name of the student is changed by the appropriate court action, such as by a change of name proceedings. The new name is the official legal name of the student for all purposes, including school registration. Upon the submission of proper evidence of the court order, or through amendment of state or federally-issued identification, the student’s official name and gender in all school records shall be changed to reflect the legal name change. In situations where school staff or administrators are required by law to use or to report a transgender student’s legal name or gender, such as for purposes of standardized testing, school staff and administrators shall adopt practices to avoid the inadvertent disclosure of such confidential information.
3. Unofficial Records
- a. The School shall permit a student to use a preferred name and gender on unofficial records. The unofficial records may include but are not limited to identification badges, classroom and homeroom rosters, certificates, programs, announcements, office summons and communications, team and academic rosters, diplomas, newspapers, newsletters, yearbooks and other site-generated unofficial records.
  - b. The School shall input the student’s preferred name and gender in the appropriate fields of the School’s electronic data system to indicate how the student’s name and gender will appear on unofficial records.
  - c. The School shall permit a student or educational rights holder to request a change of name and/or gender so that a student may be registered in school under a name

**STUDENT SERVICES****5070-MYA**


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**TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

and gender that corresponds with the student's gender identity without obtaining a court order or without changing the student's official records.

- d. After the school receives and verifies the contents of the written request, the school shall change the name and/or gender of the student in the School's electronic data system by entering the new name in the "preferred name" field. In the cumulative folder and registration card, name and gender should be cross-referenced.

4. Names/Pronouns

- a. Students shall be addressed by the name and pronoun that corresponds to their gender identity asserted at school without obtaining a court order, changing their official records or obtaining educational rights holder permission. It is recommended that teachers privately ask transgender or gender nonconforming students at the beginning of the school year how they want to be addressed in class, in correspondence to the home, or at conferences with the student's educational rights holder.
- b. Students shall be known by their name and gender of identity. However, there may be situations (e.g., communications with the family, official state or federal records, and assessment data) where it may be necessary and recommended for staff to be informed of the student's legal name and gender. In these situations, staff should prioritize the safety, confidentiality, and respect of the student in a manner that affirms the law.
- c. If school personnel are unsure how a student wants to be addressed in communications to the home or in conferences with educational rights holders, they may privately ask the student. For communications with a student's educational rights holder, school personnel should refer to this policy's prior section on "Privacy and Confidentiality."
- d. Every effort should be made to use the preferred names and pronouns consistent with a student's gender identity. While inadvertent slips or honest mistakes may occur, the intentional and persistent refusal to respect a student's gender identity is a violation of School policy.

5. Restroom Accessibility

**STUDENT SERVICES****5070-MYA****TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

- a. Schools may maintain separate restroom facilities for male and female students. Students shall have access to restrooms that correspond to their gender identity asserted at school.
  - b. If a student desires increased privacy, regardless of the underlying reason, the administrator shall make every effort to provide the student with reasonable access to an alternative restroom such as a single-stall restroom or the health office restroom. The use of a restroom should be determined by the student's choice; no student shall be compelled to use an alternative restroom.
  - c. Administrators may take steps to designate single stall "gender neutral" restrooms on their campus.
6. Locker Room Accessibility
- a. Schools may maintain separate locker room facilities for male and female students. Students shall have access to the locker room facility that corresponds to their gender identity asserted at school.
  - b. If there is a request for increased privacy, any student shall be provided access to a reasonable accommodation such as:
    - i. Assignment of a student locker in near proximity to the coaches' office or a supportive peer group.
    - ii. Use of a private area within the public area of the locker room facility (e.g. nearby restroom stall with a door or an area separated by a curtain).
    - iii. Use of a nearby private area (e.g. nearby restroom or a health office restroom).
    - iv. A separate changing schedule.
7. Sports, Athletics, and Physical Education
- a. All students shall be permitted to participate in physical education classes and intramural sports in a manner consistent with their gender identity. Furthermore, unless precluded by state interscholastic association policies, all students shall be permitted to participate in interscholastic athletics in a manner consistent with their gender identity.
  - b. When conducting physical education classes and fitness evaluations, the teacher will address and evaluate the student by their gender identity. Performance on the state physical fitness test (Fitnessgram) is evaluated by the State of California in accordance with the sex reported on the student's initial enrollment, even when

**STUDENT SERVICES****5070-MYA****TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

the student identifies as transgender. In these events, the physical education teacher shall make every effort to maintain confidentiality of student information.

- c. Participation in competitive athletics, intramural sports, athletic teams, competitions, and contact sports shall be facilitated in a manner consistent with the student's gender identity asserted at school and in accordance with the California Interscholastic Federation bylaws.

**8. School Activities and Programs**

- a. Students have the right to equitable access to activities and programs in their school. Students may not be excluded from participation in, be denied the benefits of, or be subjected to harassment or other forms of discrimination on the basis of gender identity in any program or activity. These activities and programs may include but are not limited to cheer class, homecoming, prom, spirit day, celebrations, assemblies, acknowledgments, after school activities/ programs and all extra-curricular activities.

**9. Course Accessibility and Instruction**

- a. Students have the right to equitable learning opportunities in their school. Students shall not be required to take and/or be denied enrollment in a course on the basis of their gender identity in any educational and academic program.

**10. Dress Codes/School Uniform Policies**

- a. School may enforce a dress code pursuant to School policy. Students have the right to dress in accordance with their gender identity, within the constraints of the dress codes adopted by the school. A school's dress code and school uniform policy shall be gender neutral. Schools cannot enforce specific attire based on gender.
- b. Students have the right to dress in accordance with their gender identity within the parameters of the dress code, as it relates to the school uniform or safety issues (e.g., prohibiting attire that promotes drugs or violence, or is gang-affiliated).

**11. Student Safety**

- a. School staff must ensure that students are provided with a safe school environment that is free of discrimination, harassment, bullying and/or intimidation.
- b. School staff and families should work together to resolve complaints alleging discrimination, harassment, bullying and/or intimidation based on a student's

**STUDENT SERVICES****5070-MYA**


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**TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

actual or perceived gender identity or expression. Complaints of this nature are to be handled in the same manner as other complaints. Consideration should be given as to whether a Sexual Harassment investigation is warranted.

- c. School staff shall take all reported incidents of bullying seriously and take appropriate measures to ensure that the bullying stops.
- d. School administration shall respond immediately to incidents of discrimination, harassment, bullying and/or intimidation by taking actions that include, but are not limited to the following:
  - i. intervening to stop the behavior;
  - ii. investigating and documenting the incident;
  - iii. determining and enforcing appropriate corrective actions; and
  - iv. monitoring to ensure that the behavior does not re-occur.
- e. School staff should take all reasonable steps to ensure safety and access for transgender and gender nonconforming students at their school. School staff shall support students' rights to assert their gender identity and expression.
- f. Students shall not be disciplined solely on the basis of their actual or perceived gender identity or expression.
- g. Students shall be informed that they have the responsibility to report situations/incidents of discrimination, harassment, bullying and/or intimidation to the designated site administrator in cases where they may be a target or witness.
- h. Students shall be informed of their role in ensuring a school environment that is free from discrimination, harassment, bullying and/or intimidation. Students should consider how others may perceive or be affected by their actions and words.

**12. Student Transitions**

- a. In order to maintain privacy and confidentiality regarding their transition and gender identity, transgender students may wish — but are not required — to transition over a summer break or between grades. Regardless of the timing of a student's transition, the school shall act in accordance with the following age-appropriate policies.
- b. When a student transitions during the school year, the school shall hold a meeting with the student (and educational rights holders if they are involved in the process) to ascertain their desires and concerns. The school should discuss a

**STUDENT SERVICES****5070-MYA**

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**TRANSGENDER AND GENDER NONCONFORMING STUDENT  
NONDISCRIMINATION POLICY**

timeline for the transition in order to create the conditions supporting a safe and accepting environment at the school. Finally, the school shall train school administrators and any educators that interact directly with the student on the transition plan, timelines for transition, and any relevant legal requirements.

**Training and Professional Development**

The Charter School shall conduct staff training for all staff members on their responsibilities under applicable laws and this policy, including teachers, administrators, counselors, social workers, and health staff. Information regarding this policy shall be incorporated into training for new school employees. To the extent funding is available, the School shall implement ongoing professional development to build the skills of all staff members to prevent, identify and respond to bullying, harassment and discrimination. The content of such professional development shall include, but not be limited to:

1. terms, concepts, and current developmental understandings of gender identity, gender expression, and gender diversity in children and adolescents;
2. developmentally appropriate strategies for communication with students and educational rights holders about issues related to gender identity and gender expression that protect student privacy;
3. developmentally appropriate strategies for preventing and intervening in bullying incidents, including cyberbullying;
4. school policies regarding bullying, discrimination, and gender identity and expression issues and responsibilities of staff.

**STUDENT SERVICES****5075-MYA****TRANSCRIPTS FROM NON-ACCREDITED SCHOOLS POLICY**

Motivated Youth Academy (“MYA” or the “Charter School”) adopts this Transcripts from Non-Accredited Schools Policy to apply to students enrolled in MYA.

MYA strives to provide a rich, personalized path toward meeting graduation requirements. MY Academy welcomes transfer students from all educational backgrounds. When a student enrolls with MYA from a non-accredited school or homeschool MY Academy staff will vett the courses and credits being claimed before they are added to the student’s MY Academy transcript.

**Policy for Accepting Credits on Transcripts from Non-accredited Schools and Homeschools**

MYA will evaluate transcripts from a student’s previous school and grant credit toward MYA graduation requirements if the credits were earned at an accredited school and are credits that could have been earned at MYA.

**Grade Level Placement**

MYA will place students based on the grade level that corresponds with their 9th grade cohort year in CALPADS. Students who enroll from non-accredited schools or homeschools and have no attendance history in CALPADS will be placed in the grade level commensurate with their chronological age.

**Non-accredited Schools/Homeschools**

Students presenting transcripts/credits from a homeschool and/or non-accredited schools will be asked to provide additional documentation listed below for those courses, including but not limited to work samples, test scores, or projects for each course. These will be evaluated by MYA staff, and credits will be granted at their discretion. Generally, MYA will accept a maximum of 40 credits per semester.

**Documentation Requirements**

Students/educational rights holders must submit the following:

1. Five work samples per course per semester that represent course mastery
2. A list of curriculum used per course
3. A summary of [standards](#) met per course
  - a. Examples of acceptable samples include:
    - i. Graded midterm or final exam
    - ii. Significant/in-depth project

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**Motivated Youth Academy**
*Page 1 of 2*
*Policy Adopted: November 18, 2021*
*Policy revised: March 14, 2024*
*Policy reviewed: month, day, year*

**STUDENT SERVICES****5075-MYA****TRANSCRIPTS FROM NON-ACCREDITED SCHOOLS POLICY**

- b. Transcript or grade report from vetted curriculum provider (e.g. Blue Tent, Apex, BYU)
- c. Assessment results indicating proficiency/mastery. Examples include:
  - i. SAT Subject test score of 560
  - ii. Local assessment scores - iReady at or above grade level
  - iii. Diagnostic Exams for Core Subjects

**Educational rights holders must provide transcripts and work samples/evidence within one week of the initial phone call from MY Academy staff requesting the transcript, work samples and other evidence.**

Students will be placed at the grade level commensurate with their 9th grade cohort year as listed within CALPADS. If that data is not available, students will be placed based on their birthdate.

MYA may accept a maximum of 40 credits per semester for courses taken in high school (9-12) as follows:

1. Five - 5 unit core courses (English, history, math, science, VAPA, LOTE, CTE and two elective courses).
2. Courses are accepted at the discretion of the Director of Secondary Education and the Lead Secondary Education Coordinator.

MYA may accept a maximum of 10 credits per semester for math or LOTE courses taken in middle school (7th/8th) as follows:

1. Four - 5 unit core courses (Algebra I, Geometry, Algebra II, LOTE I and LOTE II courses). No credit is awarded for courses taken in any other discipline.
2. A student may also be required to take a mathematics or LOTE placement test.
3. Please note that students still must complete 2 math courses in grades 9 - 12, regardless of how many math courses were completed in middle school.
4. Courses are accepted at the discretion of MY Academy staff.

**STUDENT SERVICES****5075-MYA****TRANSCRIPTS FROM NON-ACCREDITED SCHOOLS POLICY**

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**Motivated Youth Academy***Page 1 of 2**Policy Adopted: November 18, 2021**Policy revised: March 14, 2024**Policy reviewed: month, day, year*

**STUDENT SERVICES****5075-MYA****TRANSCRIPTS FROM NON-ACCREDITED SCHOOLS POLICY**

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3. Please note that students still must complete 2 math courses in grades 9 - 12, regardless of how many math courses were completed in middle school.
4. Courses are accepted at the discretion of MY Academy staff.

**COMMUNICABLE, CONTAGIOUS, OR INFECTIOUS DISEASE PREVENTION POLICY**

The Motivated Youth Academy Board of Directors (the “Board”) recognizes its shared responsibility with the home and the community to promote appropriate disease prevention procedures in the handling and the cleaning up of blood and bodily fluids.

The Board desires to protect the entire school community without segregation, discrimination or stigma. Accordingly, infectious disease prevention shall be taught regardless of whether a student or adult is known to have an identified infectious disease.

All employees shall be provided appropriate periodic instruction in basic procedures recommended by the California Department of Education and other public health agencies and associations.

Incidence and transmission of communicable diseases will be further limited through a rigorous program of immunization and health screening required of all students, faculty, and staff, as per state requirements. Students found to have communicable diseases will be included in all activities deemed by a physician to present no hazard of infection to other students.

**IMMUNIZATIONS**

All enrolled students and staff will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075.

The school shall not unconditionally admit any pupil unless, prior to his or her first admission to the school, he or she has been fully immunized. This section does not apply to a pupil in a home-based independent study program pursuant to Article 5.5 (commencing with Section 51745) of Chapter 5 of Part 28 of the Education Code and does not receive classroom-based instruction.

All rising 7<sup>th</sup> grade students must meet state mandated immunization requirements. (See “Immunization Policy”)

**SCIENCE LABORATORY INSTRUCTION**

Students involved in science laboratory experiences shall be protected from contamination from bodily fluids of other persons and from contaminated instruments. Whenever possible, laboratory experiences involving bodily fluids will be conducted by way of teacher demonstration rather than by student participation. In cases when students will be participating in wet lab activities/experiments students will receive applicable training.

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**COMMUNICABLE, CONTAGIOUS, OR INFECTIOUS DISEASE PREVENTION POLICY****INJURIES AND ACCIDENTS**

Whenever exposed to blood or other bodily fluids through injury or accident, students and staff should follow the latest medical protocol for disinfecting procedures. Employees of Motivated Youth Academy are trained annually on Bloodborne Pathogen Exposure Prevention.

**COMMUNICABLE, CONTAGIOUS, OR INFECTIOUS DISEASE PREVENTION POLICY**

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**STUDENT SERVICES****5110-MYA****CELL PHONES, SMARTPHONES, PAGERS & OTHER ELECTRONIC SIGNALING DEVICE POLICY**

The Motivated Youth Academy (“MYA” or the “Charter School”) Board of Directors recognizes the potential for cell phones, smartphones, pagers, and electronic signaling devices (hereinafter collectively referred to as “private devices”) to disrupt the learning environment of the Charter School, and adopts this Policy to permit students to possess, but not use private devices while at school-sponsored activities, or under the supervision of Charter School employees, except as otherwise provided in this Policy. Students who possess any private devices must always keep them turned off and out of view while at school-sponsored activities and functions. Charter School teachers, administrators, and staff will confiscate any private devices used by a student in violation of this Policy.

All students are required to adhere to the following guidelines regarding private devices:

Private devices may be used:

- Before or after any Charter School sponsored activity occurring before or after the regular school day.
- In the case of an emergency, or in response to a perceived threat of danger.
- When a teacher or administrator of the Charter School grants permission to a student to possess or use a private device, subject to any reasonable limitation imposed by that teacher or administrator.
- When a licensed physician and surgeon determines that the possession or use of a private device is necessary for the health or well-being of the student.
- When the possession or use of a private device is required in a student’s individualized education program (“IEP”).

Private devices shall be turned off and shall not be used:

- During events sponsored by the Charter School held before or after regular school hours.
- On field trips or excursions sponsored by the Charter School.

Possession of private devices is a privilege, which may be forfeited by any student who fails to abide by the terms of this Policy. All Charter School employees shall remove any private device from the possession of a student found to be violating this Policy. If a private device is heard ringing, beeping, or buzzing from inside a jacket, purse, backpack, or other similar article, whether within the immediate presence of the student or not, a Charter School employee may remove the private device and confiscate the private device. The Educational Rights Holder or

## STUDENT SERVICES

5110-MYA

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### CELL PHONES, SMARTPHONES, PAGERS & OTHER ELECTRONIC SIGNALING DEVICE POLICY

adult student will be contacted to pick up any confiscated private devices at the conclusion of a Charter School sponsored activity.

In addition to this Policy, all other applicable Charter School student discipline policies and rules shall apply to any student who fails to comply with the requirements of this Policy.

Students who possess any private device(s) shall assume sole responsibility for the maintenance and care of any such private device(s) in accordance with this Policy. At no time shall the Charter School be responsible for preventing theft, loss or damage to any private devices brought to Charter School sponsored activities.

**STUDENT SERVICES****5110-MYA****CELL PHONES, SMARTPHONES, PAGERS & OTHER ELECTRONIC SIGNALING DEVICE POLICY**

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## STUDENT SERVICES

5110-MYA

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### CELL PHONES, SMARTPHONES, PAGERS & OTHER ELECTRONIC SIGNALING DEVICE POLICY

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## INSTRUCTION

## 6115-MYA

### **ATTENDANCE, MISSED ASSIGNMENTS, SATISFACTORY EDUCATIONAL PROGRESS, AND INVOLUNTARY REMOVAL POLICY**

The Board of Directors (“Board”) of Motivated Youth Academy (“MYA” or the “School”) believes there is a strong correlation between student attendance in school and high academic achievement. Students who are habitually truant or chronically absent have an increased probability of low academic achievement or eventually dropping out of school. The Board is committed to student success. In order to support all students in academic achievement, the Board enlists and maintains the following attendance policy.

#### **ATTENDANCE OVERVIEW**

Attending an independent study school can be an exciting educational adventure. Without the constraints of classroom walls, students must decide when and where to work on course assignments within the guidelines of the program. Most students need extra guidance with these decisions when first starting an independent study program. **Educational Rights Holders** ~~Parents~~, teachers, and students must work in partnership to provide the necessary guidance and direction for students to attend school and complete assigned work.

Motivated Youth Academy provides students with the opportunity to experience engaging, rigorous coursework while attending a school with greater flexibility than in a traditional school. However, as a provider of public school education, Motivated Youth Academy must comply with state attendance regulations for non-classroom based schools.

#### **ATTENDANCE- STUDENT EXPECTATIONS**

1. Students are expected to complete 100% of assigned course work by the assigned due date(s)
2. Students are required to complete work in their courses each day school is in session \*\*
3. Students may be required to sign attendance learning logs at the end of each Learning Period
4. If a student has difficulty with an assignment or has questions on an assignment, it is their responsibility to reach out to their instructor
5. Despite any technical difficulty, students are responsible for completing their academic assignments and adhering to the attendance policy
6. Students are required to attend weekly meetings with teachers
7. Students must check in with their teachers on a weekly basis via phone, text message, Google Chat, online classroom, or email.
8. Students are required to participate in all state testing in person
9. Students are expected to participate in all required classes, meetings, and appointments, as determined by the program
10. Students are expected to participate in all scheduled meetings with the student’s teacher of record, counselor, SAI provider, administrator, or other specialized service providers, when applicable.

**INSTRUCTION****6115-MYA****ATTENDANCE, MISSED ASSIGNMENTS, SATISFACTORY EDUCATIONAL PROGRESS, AND INVOLUNTARY REMOVAL POLICY**

*\*Note: Specific state attendance requirements may vary and are delineated in the Student/Parent Handbook. Even if all assignments are completed prior to the due dates, students must complete educational activities daily, such as discussion boards, emails, announcements, and meetings.*

*\*\*Note: There are certain times and situations that are exempt from the above requirement (e.g., certain holidays, religious holidays, pre-arranged family vacations, and family emergencies).*

**ATTENDANCE AND PARTICIPATION REQUIREMENTS AND WEEKLY MONITORING**

Student attendance and participation are monitored on a weekly basis. The program expectation is that students complete coursework or engage in educational activities each school day. The following students shall be deemed to be in violation of the School's attendance requirements:

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- Pupils found not participatory pursuant to Education Code Section 51747.5 for more than the greater of three schooldays or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span; or
- Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g)

The School shall engage in the Tiered Reengagement Strategies and Procedures below for students in violation of the School's attendance and participation requirements.

**COMMUNICATION AND NOTIFICATIONS**

Students who are not attending school in alignment with program expectations will receive a truancy notification through the school office and will receive a phone call from the teacher of record (TOR). See "Tiered Reengagement Strategies and Procedures" section below for more details.

**ATTENDANCE CONTRACTS**

Two (2) truancy notifications will result in a warning for the student to be placed on an attendance contract. A third truancy notification will result in a student being placed on an attendance contract outlining program expectations. See "Tiered Reengagement Strategies and Procedures" section below for more details.

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Students placed on attendance contracts will be required to attend a meeting with the teacher of record. Failure by the student or Educational Rights Holder~~parent/guardian~~ to attend a meeting with the teacher of record will result in a referral for a meeting with school administration.

**ATTENDANCE CONTRACT VIOLATIONS**

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administrator. This may lead to an attendance hearing and involuntary removal from the school.

**NON ATTENDANCE AT THE BEGINNING OF THE SCHOOL YEAR**

If a student enrolls in Motivated Youth Academy, but never attends the first twenty (20) days following the student's enrollment, the school will make a reasonable effort to contact the family, inquiring whether they intend to stay enrolled in the program. Reasonable effort may include three separate attempts to contact the family, either by phone, regular mail, or electronic mail. If the family does not respond to the school's attempts for information, the school will proceed with removing the student from the school following the Involuntary Removal Process outlined below, as it will be assumed that the student has chosen another school option. Removal of the student will be expedited if the student is found to be enrolled in another school on the state-wide database.

**EVALUATION AFTER MISSED ASSIGNMENTS OR EVALUATION OF EDUCATIONAL PROGRESS**

An Evaluation After Missed Assignments or Evaluation of Educational Progress ("Evaluation") will be conducted by the Executive Director and/or designee and supervising teacher to determine whether it is in the best interests of the student to remain enrolled in independent study under the following circumstances:

- After a student fails to complete ten (10) graded assignments during any period of twenty (20) school days; or
- In the event that a student's educational progress falls below satisfactory levels as determined by this Attendance Policy and/or the Adequate Progress Policy.

The Evaluation may include but is not limited to the review of the following:

- 1) Attendance based on completion of assignments as quantified by the assigned supervising teacher;
- 2) Demonstration of skills on assignments;
- 3) Standardized test scores;
- 4) Written tests and reports if appropriate;
- 5) Oral or written presentations;
- 6) Student's attitude toward learning and achievement;
- 7) Punctual attendance at scheduled appointments;
- 8) Ability to meet during scheduled appointments;
- 9) Preparedness for scheduled appointments;
- 10) Student demonstration of adequate and appropriate progress toward State Standards;
- 11) Appropriate learning environment; and/or
- 12) Educational Rights Holder~~Parent~~(s) ability to support student learning in the home.

**EVALUATION RECORD**

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

**INSTRUCTION****6115-MYA****ATTENDANCE, MISSED ASSIGNMENTS, SATISFACTORY EDUCATIONAL PROGRESS, AND INVOLUNTARY REMOVAL POLICY**

public school, the record shall be forwarded to that school.

**TIERED RE-ENGAGEMENT STRATEGIES AND PROCEDURES**

1. Following one violation of the attendance requirements, described above, the School will verify current contact information for the student and **Educational Rights Holderparent/guardian**, and the School will issue an Initial Truancy Notification and Warning, which will notify the **Educational Rights Holderparent/guardian** of the student's lack of participation within one school day of the recording of a non-attendance day or lack of participation.
2. A second violation of school attendance requirements will result in a Second Truancy Notification and Attendance Contract Warning.
3. A third violation of 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 in school
4. 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 Pupil-Parent-Educator Conference ("Conference"), which will include all individuals who signed the student's Master Agreement, including, but not limited to the student, the **Educational Rights Holderparent/guardian**, and teacher(s), and may also involve the Executive Director or designee.
5. Following a fifth violation of school attendance requirements, including failure to respond to the Fourth Truancy Notification or failure to participate in the Pupil-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.
6. 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 below. The student shall be issued the Notice of Student Attendance Review Evaluation Findings and Notice of Involuntary Student Withdrawal.

**INSTRUCTION****6115-MYA****ATTENDANCE, MISSED ASSIGNMENTS, SATISFACTORY EDUCATIONAL PROGRESS, AND INVOLUNTARY REMOVAL POLICY**

7. Additional steps or meetings may be held for pupils that have a section 504 Plan or an IEP (as applicable).

**ADDITIONAL CONSIDERATION FOR PUPILS WITH A SECTION 504 PLAN OR IEP**

Meetings may be held for pupils that have a section 504 Plan or an IEP (as applicable). The meetings may be conducted to determine:

1. Whether the truancies were a direct manifestation of the student's disability; or
2. Whether the truancies were the direct result of the school's failure to implement the section 504 Plan or IEP (as applicable).

If the answer to either (1) or (2) above, is yes, then the truancies are a manifestation of the pupil's disability and the school will continue to follow applicable state and federal laws to ensure that the pupil is offered a free appropriate public education ("FAPE").

If the answer to either (1) or (2), above, is no, then the pupil may be removed from the independent study program consistent with the school's attendance policy.

**INVOLUNTARY REMOVAL PROCESS**

Once an Evaluation After Missed Assignments or Evaluation of Educational Progress is complete, if it is determined that it is not in the best interest of the pupil to remain enrolled in the independent study program, the ~~Educational Rights Holder~~Parent/Guardian, or adult student (pupil is over age 18) shall be notified in writing of the school's intent to remove the pupil from the program as it is not in the student's best interest to remain in independent study. The notice shall be in the native language of the ~~Educational Rights Holder(s)~~Parent(s)/Guardian, or adult student and provided no less than five (5) school days before the effective date of the pupil's removal. The notice shall include the following:

1. The school's intent to remove the pupil, as it is not in their best interest to remain in the independent study program.
2. The opportunity of the ~~Educational Rights Holder(s)~~Parent(s)/Guardian or adult student to request a hearing that follows the same procedures as the school's discipline hearing. ~~Educational Rights Holder(s)~~Parent(s)/Guardians, or adult students must submit a request for an appeal hearing within five (5) days from the date of the notice.
3. If ~~Educational Rights Holder(s)~~Parent(s)/Guardian or adult student requests a hearing:
  - a. It will be scheduled following the school's expulsion hearing procedures as outlined in the school's charter.
  - b. The pupil shall remain enrolled and shall not be removed until the school issues a final decision.
  - c. If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known district of residence within thirty (30) calendar days.

## INSTRUCTION

6115-MYA

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### ATTENDANCE, MISSED ASSIGNMENTS, SATISFACTORY EDUCATIONAL PROGRESS, AND INVOLUNTARY REMOVAL POLICY

- d. A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy occur or re-occur.
- 4. If no hearing is requested, the pupil shall be removed from the school on the date listed on the notice.

**INSTRUCTION****6115-MYA****ATTENDANCE, MISSED ASSIGNMENTS, SATISFACTORY EDUCATIONAL PROGRESS, AND INVOLUNTARY REMOVAL POLICY**

The Board of Directors (“Board”) of Motivated Youth Academy (“MYA” or the “School”) believes there is a strong correlation between student attendance in school and high academic achievement. Students who are habitually truant or chronically absent have an increased probability of low academic achievement or eventually dropping out of school. The Board is committed to student success. In order to support all students in academic achievement, the Board enlists and maintains the following attendance policy.

**ATTENDANCE OVERVIEW**

Attending an independent study school can be an exciting educational adventure. Without the constraints of classroom walls, students must decide when and where to work on course assignments within the guidelines of the program. Most students need extra guidance with these decisions when first starting an independent study program. Educational Rights Holders, teachers, and students must work in partnership to provide the necessary guidance and direction for students to attend school and complete assigned work.

Motivated Youth Academy provides students with the opportunity to experience engaging, rigorous coursework while attending a school with greater flexibility than in a traditional school. However, as a provider of public school education, Motivated Youth Academy must comply with state attendance regulations for non-classroom based schools.

**ATTENDANCE- STUDENT EXPECTATIONS**

1. Students are expected to complete 100% of assigned course work by the assigned due date(s)
2. Students are required to complete work in their courses each day school is in session \*\*
3. Students may be required to sign attendance learning logs at the end of each Learning Period
4. If a student has difficulty with an assignment or has questions on an assignment, it is their responsibility to reach out to their instructor
5. Despite any technical difficulty, students are responsible for completing their academic assignments and adhering to the attendance policy
6. Students are required to attend weekly meetings with teachers
7. Students must check in with their teachers on a weekly basis via phone, text message, Google Chat, online classroom, or email.
8. Students are required to participate in all state testing in person
9. Students are expected to participate in all required classes, meetings, and appointments, as determined by the program
10. Students are expected to participate in all scheduled meetings with the student’s teacher of record, counselor, SAI provider, administrator, or other specialized service providers, when applicable.

**INSTRUCTION****6115-MYA****ATTENDANCE, MISSED ASSIGNMENTS, SATISFACTORY EDUCATIONAL PROGRESS, AND INVOLUNTARY REMOVAL POLICY**

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## INSTRUCTION

6115-MYA

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### ATTENDANCE, MISSED ASSIGNMENTS, SATISFACTORY EDUCATIONAL PROGRESS, AND INVOLUNTARY REMOVAL POLICY

- d. A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy occur or re-occur.
- 4. If no hearing is requested, the pupil shall be removed from the school on the date listed on the notice.

# Coversheet

## Approval of Proposition 28: Arts and Music in Schools Funding (AMS), 2023-2024 Annual Report

**Section:** IX. Business/Financial Services  
**Item:** A. Approval of Proposition 28: Arts and Music in Schools Funding (AMS), 2023-2024 Annual Report  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Proposition\_28\_Annual\_Report\_Draft\_2024.6.13.pdf

## **Proposition 28: Arts and Music in Schools Funding**

### **Annual Report**

#### **Fiscal Year 2023-24**

Name: **Motivated Youth Academy**

CDS Code: **3768213-0129668**

Charter School Number: **1628**

Allocation Year: **2023-24**

1. Narrative description of the Prop 28 arts education programs(s) funded:  
Motivated Youth Academy will not spending the FY23-24 AMS awarded funds. There will be no costs this year and no revenues recognized this year. The funds will be used in future years.
2. Number of full-time equivalent teachers(certificated) in AMS funded programs: \_\_0\_\_
3. Number of full-time equivalent personnel (classified) in AMS funded programs: \_\_0\_\_
4. Number of full-time equivalent teaching aides in AMS funded programs: \_\_0\_\_
5. Number of students served in AMS funded programs: \_\_0\_\_
6. Number of school sites providing arts education programs funded by AMS: \_\_0\_\_

## Coversheet

### Approval of Professional Development Proposal for the 2024-2025 School Year by Dr. Jamila Dugan

**Section:** IX. Business/Financial Services  
**Item:** B. Approval of Professional Development Proposal for the 2024-2025  
School Year by Dr. Jamila Dugan  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** JD Learning Partners Proposal 2024.6.13.pdf



Proposal for Services to Motivated Youth Academy

Overview

We are honored to submit a proposal for services for your consideration. This scope of work is designed to continue to provide the teachers and administrative staff of Motivated Youth Academy an opportunity to engage with new ways to think about and plan for instructional improvement. With a focus on the implementation of co-designed instructional tools that support radical dreaming, participants will engage in learning and application cycles that help teachers build their capacity to meet the needs of more students at the margins. By the end of this project year, MYA teachers will shift from exploration of centering student voice to seeing the tangible impact of centering voice on students themselves. Through collaborations with colleagues and excellent educators, the MYA team will develop and try meaningful instructional practices and cultivate a sense of inspiration to move collective work toward equity forward.

Proposed Scope of Work

Development Design		
Series	Explanation	
Pre-Engagement	Send all new staff to the open registration virtual radical dreaming workshop on August 12 <sup>th</sup> , 2024 \$350 per person	
In Person	Potential Essential Question	Focus

Session 1 - In Person Kick off Date: 8/19/24	<ul style="list-style-type: none"> <li>• What is our shared vision and primary task for this year?</li> <li>• What will it take for us to move students toward their radical dreams as an instructional team?</li> <li>• What will it take for me to move radical dreaming work forward this year?</li> </ul>	In this session, we establish a shared vision for the year (i.e. deepening our understanding of centering student voice to move toward radical dreams, implementation of co-developed tools, growing instructional capacity). We will unpack personal radical dreams for the year, challenges and needs in order to pre-empt potential challenges and identify individual developmental goals. We finish by clarifying a path for group collaboration and collective work for the year (i.e. determine how we will work together in collaborative spaces to move work forward)
<b>VIRTUAL BEGINS</b>	<b>Potential Essential Questions</b>	<b>Focus</b>
<b>Session 2</b> Date: 10/7/24	<ul style="list-style-type: none"> <li>• What does it look like to set a container for students to share with us authentically?</li> <li>• How do we create the conditions for students to share their radical dreams?</li> </ul>	We will explore ways to build meaningful connections with students with the goal of exploring their radical dreams. We will use a case study to unpack the habits of mind and design that allow them to share openly, honestly, and in ways that feel authentic to them. Introduce empathy interviews.
<b>Session 3</b> Date: 11/18/24	<ul style="list-style-type: none"> <li>• What does a MY Plan that is aligned to students interests and dreams look like?</li> <li>• How do I use my time with students to set us up for a strong MY Plan based on student interests and dreams?</li> </ul>	In this session, we explore what it can look like to have a student plan that is based on student interest and dreams. We self-assess our current understanding of students' interests/dreams and identify what we need in order to finalize a strong MY Plan - pathways include strengthening relationships, creating a usable plan, or structuring 1:1 meetings. Invitation to bring 2-3 students together to share MY Plan + dreams.
<b>In Person</b>	<b>Potential Essential Questions</b>	<b>Focus</b>
<b>Session 4</b> Date: 1/27/25	Workshop Focus (Session 5) <ul style="list-style-type: none"> <li>• By this time, all MYA instructional staff should have at least two focus students with MY plans that are aligned to their interests and dreams. We use this day to think about the end of year goal for students through the lens of the capstone project. Ideally, we engage students in a design challenge around:</li> </ul>	

	<ul style="list-style-type: none"> <li>o How do our 1:1 meetings help us make meaningful progress toward our capstone goals?</li> <li>o How can we collaborate (virtually or in person) with other MYA students as we move toward our academic, social, and radical dreams (capstone)?</li> </ul>	
<b>VIRTUAL CONT.</b>	<b>Potential Essential Questions</b>	<b>Focus</b>
<b>Session 5</b> <b>Date:</b> 3/3/25	<ul style="list-style-type: none"> <li>• How do we connect students for meaningful collaboration?</li> <li>• How do we facilitate meaningful participation in capstone projects?</li> </ul>	Based on what we learn from students about ideal collaboration opportunities, we will use this session to unpack examples of virtual collective learning opportunities and/or examples of supporting students to meaningfully participate in their capstone work in their communities with cross student collaboration in mind.
<b>Session 6</b> <b>Date:</b> 4/28/25	<ul style="list-style-type: none"> <li>• What evidence is most meaningful to collect in the capstone experience?</li> <li>• How will the evidence we collect help us understand the impact of our choices this year on students?</li> <li>• Where might we want to continue next year?</li> </ul>	In this session, we will engage in meaningful reflection around the intentions and impact of the student learning process for the year. We regroup ourselves in our initial intentions and personal goals in order to determine how we will collect evidence of team and student learning for the year. We end with a discussion about needs for the coming year.
<p style="text-align: center;"><b>BUDGET PROPOSAL: \$55,000</b></p> <p>This design includes development and facilitation of new content for 6 total engagements (2 in person and 4 virtual) + a co-facilitator for up to 4 virtual sessions</p>		

***Note: The focus for each proposed session is subject to change based on the context of school and participants' needs. The facilitator and professional development lead should be prepared to adjust or propose alternative outcomes throughout the process if needed.***

**Notes:**

- Dr. Jamila Dugan provides all training materials, and client is responsible for managing copies/material production, technology during session and organization of the day.
- This proposal also includes 60min planning meetings before the first full day workshop and in between the session series to solidify the learning focus for each session. The proposal also includes a final reflection meeting after the final engagement.

- All onsite visits will require travel to be reimbursed by the client including airfare and lodging. In collaboration with MY Academy front office staff prior to booking, MY Academy will reimburse airfare and lodging for in-person expenses.
- To ensure all new staff have foundational knowledge of the foundational concepts, the radical dreaming workshop attendance will require a separate online registration. Fees are not included in this proposal.
- Per MYA guidelines, meals for travel over 90 miles are reimbursed as follows:
  - Per diem rates (Breakfast- \$15, Lunch- \$20, Dinner- \$30); gratuity to be included. Limit of 3 receipts within a 24-hour period.
  - Alcohol is not reimbursable. Please get a separate check for alcohol purchases.
  - Credit card and itemized receipts are a requirement for meal reimbursement. Credit card receipts itemized will suffice. Handwritten itemized receipts from the vendor are acceptable, if it is the only means of a receipt the vendor can provide.
  - If an employee exceeds the allotment for meal expenses, the balance above and beyond will be deducted from expenses.

**Based on these services, I propose:** \$55,000 + travel expenses outlined above



### Project Lead Partner

**Dr. Jamila Dugan** is a leadership coach, learning facilitator, and researcher. She began her career as a teacher in Washington D.C., successfully supporting her school to implement an International Baccalaureate program. After being nominated for Teacher of the Year, she later served as a coach for new teachers and a director of learning and leadership development for teachers in Oakland, California. As a school administrator, Jamila championed equity-centered student services, parent empowerment, and the development of the first Mandarin immersion middle school in the Oakland, California. She currently serves as a leadership development coach in schools across the country. She holds a Bachelor's Degree in Psychology from Fresno State University, a Master's Degree in Early Childhood Education from George Mason University, and a doctorate in Education Leadership for Equity from University of California, Berkeley. She is the co-author with Shane Safr of the new book *Street Data: A Next-Generation Model for Equity, Pedagogy, and School Transformation* (Corwin: 2021) which was the #1 book on Amazon's educational leadership list for weeks. She is the founder and lead coach of JD Learning Partners. To learn more, visit [jamiladugan.com](http://jamiladugan.com)



Note other team members will play a role in co-facilitation.

# Coversheet

## Approval of YellowFolder Services Agreement Proposal

<b>Section:</b>	IX. Business/Financial Services
<b>Item:</b>	C. Approval of YellowFolder Services Agreement Proposal
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	Gigi Lenz
<b>Related Material:</b>	Yellowfolder Services Agreement Proposal 2024.6.13.pdf YellowFolder Sales Demo .pdf

**BACKGROUND:**

MY Academy has been exploring solutions to resolve outdated, inefficient methods of managing education records. YellowFolder offers a system specifically designed for schools, providing intelligent, automated filing for Student, Special Education, Administration, and Employee records.

YellowFolder’s intuitive system ensures quick and easy access to records while maintaining the safety and security compliance required in the education industry. It transforms paper or digital files into a personal, searchable cloud database, saving valuable time and eliminating the risk of misplacing or losing files.

Adopting YellowFolder allows schools to reclaim space from filing cabinets and reduce costs on paper, ink, and copiers. Given its comprehensive advantages in efficiency, security, and cost savings, MY Academy would like to enter into a service agreement with Yellowfolder that will give the school access to it's online platform and cloud storage.

**RECOMMENDATION:**

It is recommended the Board approve the Services Agreement between Yellowfolder and Motivated Youth Academy (#1628) .



Greetings,

Thank you for considering YellowFolder as your Online Filing Cabinet. We pride ourselves on being the SOLUTION to education's record keeping challenges. Based on our conversation, I created an informal quote in the chart below. As discussed, pricing is based on your general student population of approximately 2000 total students. Also provided below are the services included for this cost.

Do not hesitate to reach out with any additional questions or requests.

Sincerely,

Gina G. Lunsford, M.Ed.

District: Motivated Youth Academy Charter School, CA				
Record Series	Monthly Cost	Annual Cost	One Time Set-Up & Implementation	Total Initial Cost
Student Records	\$495	\$5940	\$1500	\$7440

#### What's included

##### 1. Set-Up

- Initial set-up of your YellowFolder system
- Integration with your existing information system (obtain CSV)
- Implementation with your staff, including individual trainings

##### 2. Online Access

- Unlimited uploads/storage
- Unlimited user accounts and access
- Unlimited support services
- Automated uploading via YellowFolder's proprietary tools
- Automated record retention
- Customized file structure (upon request)

##### 3. Paperless Nation Support Service

- Dedicated Paperless Nation Engineer with education experience
- Unlimited virtual training session in individual sessions
- Simple implementation process for a smooth transition
- Paperless consulting services
- Variety of online resources (training videos, detailed instructions, and courses to submit for credit)
- On-going monitoring of your district's usage (including upload, user, and login data)

# Yellow Folder



Student



Special Education



Faculty



Administrative

**All of your files, for all of your needs.**

**Presented by:** Gina Lunsford, M.Ed.  
Paperless Nation Educator

# Introductions

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## Gina Lunsford

- Point of contact for YellowFolder.
- Possess an in depth understanding of the day-to-day operations of schools
- 23-veteran educator from the state of Texas!
- Career in the special education with one year in general education:
  - ❖ Teacher
  - ❖ Educational Diagnostician
  - ❖ Coordinator
  - ❖ Administrator



## District Introductions & YellowFolder Solution?

Why  
YellowFolder?  
How can we help?

- 🔒 Time
- 🔒 Money
- 🔒 Space
- 🔒 Compliance

### District Responses:

We are looking into digitizing our school records (student cumulative files). Her supervisor sent the link to get the demo. The digitizing process is new to her (Angelica).

# Agenda

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Old School – New School

Saving Money and Time

YellowFolder Demo of District Benefits

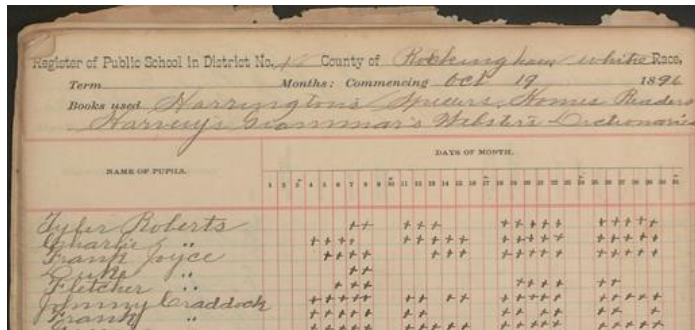
Support & Resources

Services

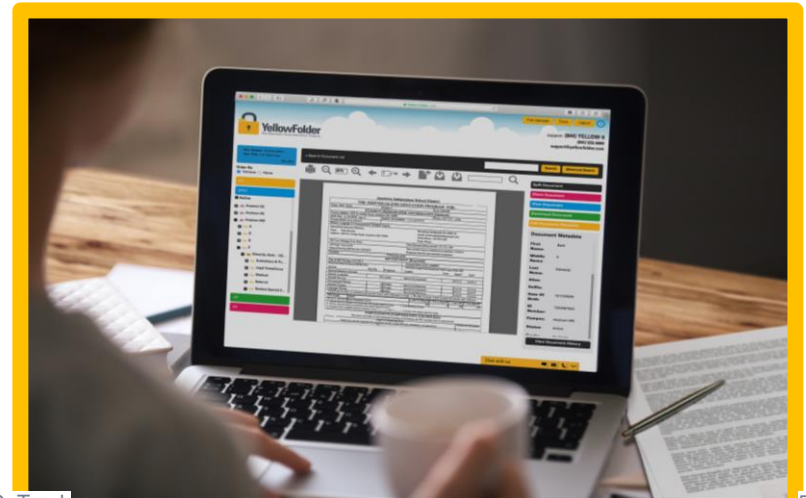
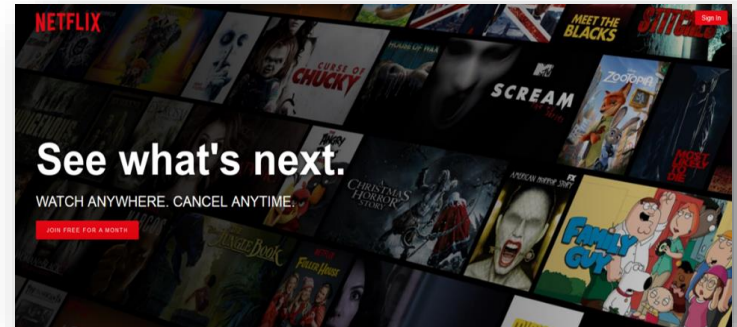
Solutions & Next Steps



## Old School



## New School





How  
much are  
you really  
spending  
on paper?

# YellowFolder – Solution

## Repurpose existing budgets



The cost of a paper file:  
\$12 per student per year



The cost of a digital file:  
\$3 per student per year

## Repurpose staff time

Time spent filing, searching, refileing,  
sharing, copying, mailing paper records:  
Hours taken away from students

Time spent filing, searching, sharing,  
copying, sharing digital records:  
Seconds = Hours reallocated to students

# Time Savings - Priceless

# YellowFolder Demo of District Benefits

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**YellowFolder**  
Education's Online Filing Cabinet

# YellowFolder - Software Demo of Benefits

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Accessibility	Access online records at the click of a button from virtually anywhere. Records are organized by campus, person, and document-type, making it quick and easy to locate documents in seconds.
Simple Use	Uploading, automated filing, and searching is made easy by using basic computer skills, making the switch from paper to paperless seamless and much more efficient.
Sharing	Safely and securely share records with teachers, parents, other districts (records requests), employees, auditors, attorneys, etc. in minutes.
Compliance	A history log of each record, including the user, the action, and a timestamp is maintained for compliance and added security.
Confidentiality	Customized access roles, restrict accesses to only the areas permissions are granted. (nurse=medical information, teacher=academic testing, payroll depart=payroll docs, etc.).
Support	A Paperless Nation Educator (PNE), former educator, assists with the transition to an electronic filing cabinet by providing a unique implementation plan, tools to successfully implement, including unlimited training, resources, and support.
Savings	Going paperless or significantly reducing the amount of time and materials spent on physical record management, saves money, but more importantly it saves time that can be given to our most important asset the students.

# YellowFolder – Confidentiality & Security


**YellowFolder**  
Education's online Filing Cabinet

## System Requirements

**How are HIPAA and FERPA addressed in the “Cloud”?**  
 With YellowFolder, all folders and documents are accessed using security roles defined by the district. As a default, “no access” is set for each user awaiting access to be granted by the district. Roles can be defined by any combination of document types and campus. Meaning the district limits which documents and where a user can access. All activity in the system is logged, making auditing document access quick and easy.

**How are records backed up and are they “off-site”?**  
 YellowFolder secures data using co-location with Carrier 1 in a private cloud in our own data center. Dallas is our primary data center location. Only US based data centers are used. In addition to the primary, Backblaze B2 is utilized with three US based data centers.

**How does YellowFolder maintain security of records, specifically regarding cyber-attacks?**

- Tier 3 data center manned 24/7 with strict access controls.
- Next generation Cisco firewalls are deployed and monitored restricting any malicious traffic.
- AES 256-bit encryption is utilized on all files.

**Are my district's records secure?**  
 YellowFolder takes extreme security measures to ensure your records are safe and secure. Starting with the transmission of your records, encryption is used to keep your data private. Extended Validation SSL certificates using SHA-256 and 2048-bit RSA keys are used to provide the strongest SSL encryption available. Next generation Cisco firewalls and managed network intrusion detection systems are monitored by trained analysts 24x7 in a Security Operations Center (SOC). Files are stored using AES 256-bit encryption of data-at-rest and utilize access controls and data access audit logging.

**What is your Privacy Policy?**  
 YellowFolder does not share, sell or rent your data and is a signatory of the Student Privacy Pledge (<https://studentprivacypledge.org>). YellowFolder's privacy policy can be viewed on our website (<https://www.yellowfolder.com>).

## Additional Questions


**Does YellowFolder have LDAP connectivity to allow users to connect to Windows server to authenticate?**  
 Okta is used to allow LDAP/AD authentication to YellowFolder.

**What is the typical downtime for maintenance?**  
 Maintenance windows typically occur after hours to limit any impact on users.

- Maintenance is usually 15-30 minutes, but in rare instances can extend beyond an hour.
- Every attempt is made to perform maintenance during customer's off hours.
- Visit YellowFolder Status Page located at <http://yellowfolder.freshstatus.io/>.
  - View live system status,
  - Service disruptions, and
  - Planned maintenance windows.

**Note:** Emails to notify all users:

- Significant maintenance window scheduled
- Unplanned service disruptions, although rare



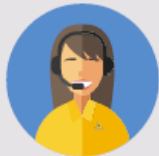
v2022-9  
yellowfolder.com

# YellowFolder – Support & Resources



## **Paperless Nation Engineer (PNE)** • *Each PNE member has their own contact information* •

- Educational Consultant for a smooth transition
- Guidance in implementation and procedure planning
- Variety of online resources (training videos, detailed instructions, and implementation ideas)
- Unlimited virtual trainings in individual sessions to ensure users understand how to best utilize YellowFolder
- On-going monitoring of the implementation and district usage (upload, user, and login data)



## **Support** • *chat • 214.431.3600 (dial 2) • support@yellowfolder.com* •

### **Contact Support for:**

- General questions about using YellowFolder
- Software support
- YellowFolder Tool(s) TECHNICAL Support (Droplet, Virtual Printer, Scan & Upload)
- Assistance searching for digitized documents
- Password and/or login issues
- CSV file related items
- Matriculation related items
- User access related items
- Stalled batches



## **Record Retrieval** • *Complete request online at yellowfolder.com using link at the bottom of the page* •

### **Contact Record Retrieval for:**

Retrieving non-digitized documents. These are generally documents YellowFolder is only storing in the warehouse (never been digitized). However, this also applies to documents that have not been digitized yet (current scanning project).

*Assistance can be provided in locating digitized documents as well.*

*\* Completion of a Records Request Form is required. The form can be obtained on the website using the link or by emailing Support for assistance*



## **Accounting** • *accounting@yellowfolder.com or invoicing@yellowfolder.com* •

### **Contact Accounting for:**

- All billing/invoice related questions
- Obtaining new proposals/contracts
- Obtaining quotes

# YellowFolder – Online Access Services



## On-Line Access Service: District Pricing

*Umbrella Coverage of the Entire District's Records*

Student  
Records

*\$0.28 per Active  
Student/Per Month*

Special Education  
Records

*\$0.10 per Active  
Student/Per Month*

Human Resource  
Records

*\$0.09 per Active  
Student/Per Month*

Administrative  
Records

*\$0.07 per Active  
Student/Per Month*

**One Time Set Up and Implementation Fee  
\$1,500.00**

**Record Series Minimum  
\$495.00 monthly**

# YellowFolder – Online Access Service

## What is Included:

### 1. Set Up

- Initial set up of your YellowFolder system
- Integration with your existing information systems (obtain csv)
- Implementation with your staff, including individual trainings

### 2. Online Access

- Customized file structure
- Automated record retention
- Unlimited user accounts & access
- Unlimited uploads
- Unlimited support services, including unlimited training
- Automated uploading with YellowFolder's proprietary tools

### 3. Support

- Support via Chat, Email and Phone
- Paperless Nation Engineer
- Trainings and Resources

## YellowFolder – Additional Services

Your paperless journey often starts by digitizing existing records. We'll begin by converting your papers, books, newspapers, large format prints, microfilm, microfiche, and aperture cards into a searchable, digital filing cabinet.

- ✓ Uploading
- ✓ Scanning
- ✓ Coding
- ✓ Indexing
- ✓ Temporary Retrieval
- ✓ Temporary Storage
- ✓ Destruction (where applicable) or returning of your paper records

### Choose your level of file management:



**Existing**  
**\$100/Hour**

Supplemental organization for existing files and all other applicable media awaiting digital conversion.



**Box**  
**\$150/Box\***

Simple organization based on user labeling. Best for those looking to quickly migrate to digital.







**BEST  
SELLER**

**Folder**  
**\$225/Box\***

Advanced organization down to the individual. Best for those looking for detailed file structures.

## YellowFolder – Next Steps

YellowFolder is  
the solution!

-  Time
-  Money
-  Space
-  Compliance

YellowFolder Follow-up:

Send follow up documents

Send recording

Follow-up Meeting Date/Time: TBD

# YellowFolder – Paperless Nation Engineer

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Gina Lunsford, M.Ed.

📞 469-709-2998

✉ [glunsford@yellowfolder.com](mailto:glunsford@yellowfolder.com)

✉ Address:  
P.O. Box 3068  
McKinney, TX 75070



## Coversheet

### Approval of Memorandum of Understanding (MOU) with Global Oversight Analysis Linking System (G.O.A.L.S) and Motivated Youth Academy (#1628)

**Section:** X. Education/Student Services  
**Item:** A. Approval of Memorandum of Understanding (MOU) with Global Oversight Analysis Linking System (G.O.A.L.S) and Motivated Youth Academy (#1628)  
**Purpose:** Vote  
**Submitted by:** Bill Dobson  
**Related Material:** Goals MOU 2021-2026.pdf

#### BACKGROUND:

This MOU serves the purpose of defining boundaries of information sharing and cross system collaboration between San Diego County School Districts, Law Enforcement, Child Welfare, Behavioral Health Services, and San Diego County Probation.

#### TERM AND TERMINATION OF MOU

This MOU covers the period of Jan 1, 2021 to Dec 31, 2026, and must be reviewed annually by the members for validity.

On May 6, 2024 Bill Dobson attended a convening hosted by SDCOE that focused on one of the most essential trends in student safety reform—interagency collaboration. Information sharing has been observed to lead to more effective policies and practices. The guest speaker, Dr. Bernard James, is a nationally recognized expert in Constitutional Law and First Amendment Rights, and he reviewed critical court decisions, model statutes, and case law regarding cross-system information sharing.

The aim was to unite countywide leaders in education, government, healthcare, law enforcement, youth-serving organizations, and their legal councils to engage with Dr. Bernard James as he shared best practices in cross-system collaboration and information sharing and clarified common misconceptions that impede effective practices. The goal of the convening was to encourage partners to re-engage in signing the **Global Oversight Analysis Linking Systems (GOALS MOU)** to enable effective interagency collaboration and information for the safety and care of students across San Diego County.

Background on the G.O.A.L.S MOU -

- The MOU was initially created in 2009 by David Nelson, the Privacy Officer for San Diego County Health and Human Services Agency (HHSA)

- The SD HHSA County Counsel and legal representatives from local LEAs vetted the MOU
- Various partners across the county signed the MOU throughout the years.

#### The G.O.A.L.S MOU

- Strengthens and unites partner collaboration and communication to create a process providing comprehensive safety and support for children and youth
- Adequately reflects legal mandates
- Holds each entity accountable for the regulations that apply to their data/information
- Acknowledges that no additional liability is incurred as long as each entity abides by its own regulations
- Recognizes that each entity does not have to consider the others sharing capability

#### The G.O.A.L.S. Profile Meeting Outcomes

- Served to enhance safety and support for our children and youth through data-driven decision-making
- Strengthened cross-system efforts through strategic examination of county trends
- Sectors were able to implement proactive measures that identified prevention and early intervention opportunities across children and youth-serving sectors

#### As A Result of the G.O.A.L.S. meeting

SDCOE formed a Multi-disciplinary team to train LEAs on CSEC awareness and prevention across the county

- A CSEC Reporting Protocol was created and shared with all LEAs across the county and state
- The protocol reached national attention through The National Center for Safe & Supportive Learning
- The Human Trafficking CSEC Advisory Council was formed to advise the San Diego County Board of Supervisors

#### As the G.O.A.L.S. work continued

- The first-ever regional study on the intersection of gangs and human trafficking was conducted, leading to the awareness of the prevalence of CSEC on school campuses
- The same study provided an indication of the lucrative nature of trafficking in our county- it's estimated that \$810 million dollars are generated in our county from the underground sex economy.

Since the May 6, 2024 convening the Mountain Empire Unified School District, Bonsall Unified School District, Juvenile Court and Community Schools, and San Diego Youth Services have signed on.

RECOMMENDATION:

It is recommended the Board approve the MOU with Global Oversight Analysis Linking Systems (GOALS) and Motivated Youth Academy as presented.

## **MEMORANDUM OF UNDERSTANDING**

### **Global Oversight Analysis Linking Systems (G.O.A.L.S)**

#### **PURPOSE**

This Memorandum of Understanding is for the sole purpose of defining the boundaries of information sharing and cross system collaboration between San Diego County School Districts, Law Enforcement Agencies, Child Welfare Services and Behavioral Health Services of the County of San Diego Health and Human Services Agency, Behavioral Health Providers, San Diego County Probation so as to collect and analyze data, leverage resources, enhance programming and inform youth serving systems change across the county.

#### **OBJECTIVE**

In order to serve clients appropriately, develop new strategies based on data trends, enhance legitimate information sharing while abiding by laws, rules or regulations that define client confidentiality.

#### **TERM AND TERMINATION OF MOU**

This MOU covers the period of **Jan 1, 2021 to Dec 31, 2026** and must be reviewed annually by the members for validity. Members may withdraw their own membership in writing at any time for any reason.

#### **Original Membership**

The Management Advisory Resource Commission of the East Region represents original members that have previously signed and adopted this agreement.

Cajon Valley Union School District;  
County of San Diego County Sheriff;  
County of San Diego Health and Human Services Agency;  
County of San Diego Probation Department;  
East County Outpatient Counseling (SDCC);  
El Cajon Police Department;  
Grossmont Union High School District;  
Harmonium Inc.

La Mesa/Spring Valley School District;  
La Mesa Police Department;  
Lakeside Union School District;  
Lemon Grove School District;  
Mountain Empire Unified School District;  
San Diego County Office of Education;  
San Diego Youth Services;  
Santee School District;

**County Wide Membership as of October 2019 Includes:**

Chula Vista Elementary school District;	Spencer Valley School District;
Escondido Union School District;	Warner Unified School District;
Escondido Union High School District;	County of San Diego Probation Department;
Grossmont Union School District;	Chula Vista Police Department;
Julian Union School District;	La Mesa Police Department;
Lakeside Union School District;	San Diego County Sheriff's Department;
La Mesa-Spring Valley School District;	Community Health Improvement Partners;
Lemon Grove School District;	Harmonium Inc;
Mountain Empire Unified School District;	Home Start Inc;
San Diego County Superintendent of Schools;	North County Lifeline;
San Diego Unified School District;	San Diego Youth Services;
Santee School District;	
County of San Diego Health and Human Services Agency	

**WHEREAS**, according to 34 CFR § 99.3 Education Records exclusions, “Generally, schools must have written permission from the parent or eligible student in order to release any information from a student’s education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31)...Appropriate officials in cases of health and safety emergencies; and State and local authorities, within a juvenile justice system, pursuant to specific state law.”; and

**WHEREAS** under CCR Title 9, Chapter 11, Sections 1810.246.1, for California Early Periodic Screening Diagnosis and Treatment, “A Significant Support Person” is defined as a person who, in the opinion of the child/youth, or the person providing services, who has or could have a significant role in the successful outcome of treatment, including but not limited to the parents or legal guardian or relatives of the child/ youth or a person living in the same household as the child/youth, a legal representative of a child/ youth who is not a minor, a person living in the same household as the child/youth, and relatives of the child/youth.”

**WHEREAS**, Welfare and Institutions Code § 18986.46 allows members of a multidisciplinary services team within an integrated children’s services program to share information and/or records relevant to the formation of an integrated services plan and to the delivery of services to children and their families so long as the minor or his/her representative, including the court which has jurisdiction over those children who are wards or dependents of the court, consent to such a sharing of information and/or records; and

**WHEREAS**, Welfare and Institutions Code § 18986.46 provides that the sharing of information between members of a multidisciplinary services team within an integrated children’s services program shall be governed by memoranda of understanding between the agencies represented on the multidisciplinary team; and

**WHEREAS**, records maintained by the Health and Human Services Agency relating to any and all public assistance programs are confidential as are all client information collected and maintained by the Department of Social Services;

**WHEREAS,** Welfare and Institutions Code § 827 makes confidential all information pertaining to minors who are alleged to be victims of abuse or neglect; and

**WHEREAS,** Welfare and Institutions Code § 830 allows members of a multidisciplinary personnel team engaged in the prevention, identification, treatment of child abuse to disclose and exchange information and writings to and with one another relating to any incidents of child abuse that may also be a part of a juvenile court record or otherwise designated as confidential under state law if the member of the Team having that information or writing reasonably believes it is generally relevant to the prevention, identification, or treatment of child abuse; and

**WHEREAS,** Welfare and Institutions Code § 830 and Welfare and Institutions Code § 10850.1 also provide that all discussions relative to the disclosure or exchange of any such information or writings during team meetings are confidential and, notwithstanding any other provision of law. Testimony concerning any such discussion is not admissible in any criminal, civil, or juvenile court proceeding; and

**WHEREAS,** Welfare and Institutions Code § 10850.1 provides that the activities of a multidisciplinary personnel team engaged in the prevention, identification, and treatment of child abuse are activities performed in the administration of public social services, and a member of a team may disclose and exchange any information or writing that is also kept or maintained in connection with any program of public social services or otherwise designated as confidential under state law which he or she reasonably believes is relevant to the prevention, identification, or treatment of child abuse or the abuse of elder or dependent persons to other members of the team; and

**WHEREAS,** Welfare and Institutions Code § 18951 defines “Multidisciplinary personnel” to mean any team of three or more persons who are trained in the prevention, identification and treatment of child abuse and neglect cases who are qualified to provide a broad range of services related to child abuse and that the team may include, but not be limited to:

1. Psychiatrists, psychologists or other trained counseling personnel.
2. Police Officer or other law enforcement agents.
3. Medical personnel with sufficient training to provide health services.
4. Social workers with experience or training in child abuse prevention.
5. Any public or private school teacher, administrative officer, supervisor or child welfare and attendance, or certified pupil personnel employee; and

**WHEREAS,** Welfare and Institutions Code § 18964 (a) provides a person who is trained and qualified to serve on a multidisciplinary personnel team pursuant to subdivision (d) of Section 18951, whether or not the person is serving on a team, may be deemed, by the team, to be a part of the team as necessary for the purpose of prevention, identification, management, or treatment of an abused child and his or her parents; that the designated team may deem a person to be a member of the team for a particular case, and that the team shall specify its reasons, in writing, or deeming that person to be a member of the team: and that the person, when deemed a member of the team, may receive and disclose information relevant to a particular case as though he or she were a member of the team; and

**WHEREAS,** regarding one-to-one communication between members of the workgroup it must be established prior to the sharing of information that the members have a mutual client for sharing of detailed client information;

**WHEREAS** according to the Office for Civil Rights regarding schools:

“At the elementary or secondary school level, students’ immunization and other health records that are maintained by a school district or individual school, including a school-operated health clinic, that receives funds under any program administered by the U.S. Department of Education are “education records” subject to *FERPA*, including health and medical records maintained by a school nurse who is employed by or under contract with a school or school district. Some schools may receive a grant from a foundation or government agency to hire a nurse. Notwithstanding the source of the funding, if the nurse is hired as a school official (or contractor), the records maintained by the nurse or clinic are “education records” subject to *FERPA*.” and

“An (other) exception permits the disclosure of education records, without consent, to appropriate parties in connection with an emergency, if knowledge of the information is necessary to protect the health or safety of the student or other individuals. See 34 *CFR* §§ 99.31(a)(10) and 99.36.”

<http://www.hhs.gov/ocr/hipaa/HIPAAFERPAjointguide.pdf>

**Counterparts:** This MOA may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

**The membership of the above-mentioned entities agree that:**

## **INFORMATION SHARING**

Each entity is individually responsible for abiding by the applicable laws and regulations pertaining to the data each has collected regarding their clients. Nothing in this MOU shall relieve an entity from abiding by relevant laws or regulation.

Group discussions for the purpose of improving coordinated services, outcome measurements, and efficacy of services; intervention trends or strategies will be limited to the specific data elements as identified by each LMAT group. Supervisors for each entity will provide the identified information so that when presented it is anonymized and the workgroup will not know the identity of the individual who is subject of the discussion

In the event common interest arises in serving an unidentified client, additional information may be shared by supervisors but only additional information that is relevant to the requesting entity’s services. The additional information may only be shared between the group members that will be providing services and in closed session between the interested parties.

All information shared will be treated as confidential and not disclosed by the recipient unless it is for the purpose of developing comprehensive services or by legal mandate.

**Please print clearly the name of your agency or organization:**

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**Please print clearly agency/organization representative name:**

---

**Wet signature:**

**Date:**

---

**Telephone Number:**

**E-mail:**

---

**Mailing Address:**

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***Please send signed original to:***

***C/O***

***Mara Madrigal-Weiss, Executive Director***

***San Diego County Office of Education***

***Room 409***

***6401 Linda Vista Rd.***

***San Diego CA 92111***

***A COPY OF THIS SIGNATURE PAGE WILL BE RETAINED IN PARTICIPATING  
AGENCY SECRETARY FILES***

# Coversheet

## Approval of 2024-2025 Director/Chief Executive Officer (CEO) Employment Agreement and Job Description

**Section:** XI. Personnel Services  
**Item:** A. Approval of 2024-2025 Director/Chief Executive Officer (CEO)  
Employment Agreement and Job Description  
**Purpose:** Vote  
**Submitted by:** Gigi Lenz  
**Related Material:** Director and CEO Job Description .pdf  
2024-2025 MYA Employee Agreement \_B. Dobson.pdf

**BACKGROUND:**

At the May 9, 2024, 2022, meeting of the Board of Directors, the Board approved the job description and job title for the Director/CEO. The Director/CEO is a critical role in the organization guiding the day to day charter school and nonprofit operations, engaging with all educational and community partners including the board and authorizing school districts, supporting staff, and ensuring a robust and comprehensive instructional program that meets the needs of all students.

Throughout the duration of his employment, Mr. Dobson has demonstrated excellence in the leadership of Motivated Youth Academy and has been an integral part of the success of the organization. In an effort to maintain continuity within the leadership team and ensure a long-term commitment to the schools continuous improvement, it is recommended that he be offered an employment agreement commencing July 1, 2024, through June 30, 2025.



## Director and Chief Executive Officer

### Job Description

**Reports To:** Board of Directors

**FLSA Status:** Exempt

**School Classification:** Certificated Administration

**Pay Range:** \$133,798.24 - \$261,318

**Work Year:** 12 Months

**Location:** Remote work with mandatory in-person meetings, training, and events, requiring regular commuting within Southern California.

### Position Summary

The Director CEO is the lead administrator responsible for upholding the mission, vision, and values of the charter school and the nonprofit corporation. This role entails guiding educational and operational strategies, promoting student success, and overseeing fiscal responsibilities. The Director CEO ensures compliance with state and federal regulations, manages school policies, and fosters relationships with educational and community partners.

### Distinguishing Characteristics

The Director CEO combines the responsibilities of overseeing daily school operations and the strategic direction of the nonprofit. This role involves financial oversight, educational program development, staff leadership, and community engagement, ensuring both academic excellence and organizational sustainability.

### Minimum Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

- Bachelor's degree required; Master's or higher in administration/supervision preferred ● Valid California state teaching and school administrator credentials
- Minimum of five years of leadership experience in education or related field
- Proven financial, administrative, and personnel management skills

### General Skills

- A collaborative team member with a passion for continuous learning.
- Flexible and adaptable to changing environments.
- Receptive to diverse perspectives and goals.
- Skilled in resolving conflicts effectively.
- Committed to upholding the School's vision and mission with integrity.

### Essential Duties and Responsibilities

The Director CEO is responsible for articulating and implementing the charter school's strategic vision and educational goals, managing fiscal resources to ensure sound financial practices and compliance, and leading the development and evaluation of academic and enrichment programs. This role includes fostering positive relationships with staff, students, families, and community partners, overseeing staff recruitment, development, and evaluation, maintaining open and effective communication with all educational partners, and ensuring compliance with educational standards, laws, and board policies.

### Leadership

In the realm of financial and operational management, the Director CEO works closely with Fiscal Services and the Board to ensure school programs are financially viable, overseeing budget preparation and financial reporting. For student and community engagement, the role involves supporting faculty to deliver comprehensive student services and actively promoting the charter school to foster community involvement.

Director and CEO Job Description  
Board Approval: April 2024



and development opportunities. Compliance and governance responsibilities include adhering to legal and board governance standards, as well as managing the preparation and reporting of educational compliance documents.

The Director CEO possesses a strong understanding of educational leadership, strategic planning, and policy development, coupled with effective communication, team coordination, and problem-solving skills. In terms of reasoning ability, the individual is adept at analyzing data, formulating conclusions, and making informed decisions to guide the organization's strategic direction and operational effectiveness.

#### **Use of Computer Technology**

Skilled in using educational software, Google Suite applications, Microsoft Office, and web-based tools for effective teaching and communication.

#### **Physical Demands**

The role requires meeting certain physical demands to perform job functions effectively. These include auditory and verbal communication, manual dexterity, computer and machinery operation, visual acuity for reading and student observation, flexibility for bending, kneeling, or crouching, as well as the ability to sit or stand for long durations. The position involves lifting up to 25 pounds independently and, with support, managing heavier loads. Additionally, driving to student meetings is necessary. Reasonable accommodations are available to support individuals with disabilities in fulfilling these requirements.

#### **Work Environment**

This position operates in a virtual home office environment requiring a flexible schedule and the ability to travel for student support, meetings, and school events. The role involves moderate noise levels, indoor and outdoor work in varying temperatures, and the necessity for personal transportation capable of 200-mile daily travel. Reasonable accommodations are provided for those with disabilities.

#### **Hazards**

Employees may encounter challenging interactions with dissatisfied individuals

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#### **Employee Acknowledgement**

The job description provided is not exhaustive and serves as a guide for the primary responsibilities and expectations of the position. Employees may be required to undertake additional tasks, follow supplementary instructions, and engage in other related duties as directed by their supervisor.

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Employee Signature

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Printed Name

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Date

Director and CEO Job Description  
Board Approval: April 2024

## EMPLOYMENT AGREEMENT At-Will (Exempt)

**Name (“Employee”):** William Dobson  
*In the position of*  
**Title (“Position”):** Director and CEO

**FLSA Status:** Exempt

**Classification:** Certificated

This Employment Agreement (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Motivated Youth Academy (“Employer”), a California public charter school approved by the Mountain Empire School District (the “District”) and the Employee. The Employer’s administrative offices are located at 500 La Terraza Blvd. #150 Escondido, CA 92025.

### RECITALS

**WHEREAS**, Employer desires to secure the services of Employee and to provide certain benefits, to establish certain conditions of employment, and to set working conditions for Employee;

**WHEREAS**, Employee is willing and qualified to perform the job duties of the position and desires to perform such services for the Employer on the terms and conditions set forth in this Agreement; and

**WHEREAS**, The parties recognize that Employer is/are generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

**WHEREAS**, This Agreement constitutes the entire agreement between the employees specified and supersedes all previous written and verbal discussions, agreements, or understandings regarding its subject matter. Any amendments or modifications to this Agreement must be in writing and signed by both Parties.

**WHEREAS**, Employer and Employee understand and acknowledge that the COVID-19 global pandemic has significantly impacted current operations and that there are many uncertainties that exist as to the ongoing or future impacts that COVID-19 may have on all aspects of Employer’s operations, which include, but in no way are limited to, demand and revenue.

**NOW THEREFORE**, based on the above recitals and Employer’s current anticipated operational needs, and in consideration of the promises and mutual agreements set forth herein, the parties hereto agree as follows:

## **STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL**

**EMPLOYMENT** Employer has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq.

1. Employer has been duly approved by the Board of Education of the authorizing District. Employee understands that Employer is a separate legal entity from the District. The District is not liable for any debts or obligations of Employer, and Employee expressly recognizes that they are being employed by Employer and not the District.
2. Pursuant to California Education Code section 47610, Employer must comply with all of the provisions set forth in its charter, but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, Employer's Charter or other relevant law.

Employer shall be deemed the exclusive public-school employer of the employees at Employer for purposes of California Government Code section 3540.1.

## **AGREEMENT**

**At-Will Employment.** Employee's employment with Employer is at-will. This means that either the Employer or Employee may terminate this Agreement and Employee's employment at any time with or without cause and with or without advance notice. Employee is employed on an as needed basis and may also be demoted or disciplined and the terms of employment may be altered at any time, including, but not limited to a change in duties and/or compensation, with or without cause, and with or without advance notice, at the discretion of Employer.

In that regard, Employee further understands that Employer may at any time, in its sole discretion and with or without advance notice or cause, terminate Employee's employment and this Agreement or alter the Employee's duties, compensation and/or other terms or conditions of employment based on impacts to its operations related the COVID-19 global pandemic.

No one other than the Board has the authority to alter this employment at-will relationship, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Any such alteration or agreement must be in writing and must be approved by the Board. Although a position may be projected for a period of time, such as through the end of a school year, the Employer makes no guarantee of employment and adheres to a strict at-will employment policy.

**Duties.** Employee will perform the duties set forth on the job description attached as Exhibit A, as well as any tasks reasonably assigned from time to time by Employer in its sole discretion. Employee will at all times perform Employee's duties faithfully, industriously and competently, and with the utmost knowledge, skill and attention to the business of Employer, will use Employee's efforts to promote the success of the Employer, and will cooperate fully in the advancement of Employer's best interests. Employee will not render services in person or by

electronic means, paid or unpaid, for any other person or entity during scheduled work hours with Employer or with Employer's equipment or resources, except as expressly authorized in writing by Employer.

- a. Compliance with Personnel, Board and Other Policies. Employee shall comply with all Employer policies and procedures including those specified in the Employee Handbook and Board policies, as each may be amended from time to time in Employer's sole discretion. If the terms of this Agreement differ from those in the Employee Handbook, then this Agreement shall prevail.
- b. Additional Duties. Such other duties as assigned by the Employer as necessary at the employer's discretion and judgment to effectuate the purposes of this Agreement. The Employee understands that the Employer may at times make assignments that are in addition to those expressly described in this Agreement. In addition, the Employee shall attend any planned Employer events or training.
- c. Maintenance of Qualifications. Employee represents that Employee has, and will maintain in good standing throughout the duration of this Agreement, all requirements and qualifications established by Employer for this position. Employee understands that employment is contingent upon verification and maintenance of applicable licensure, credentials and other legally required qualifications, including but not limited to criminal background clearance from the Bureau of Criminal Identification and Information, Civil Check, and TB testing.

Because of the unique nature of Employer's independent study programs, employees of Employer should not accept non-Employer employment by parents/guardians of independent study program students, which would include tutoring or assisting such students during non-Employer work hours. Such non-Employer employment may create a real or perceived conflict of interest with the mission and goals of Employer, and therefore such non-Employer employment is discouraged. In all situations, employees of Employer owe a duty of loyalty to Employer pursuant to Cal. Labor Code section 2863 ("An employee who has any business to transact on their own account, similar to that entrusted to the employee by the employer, shall always give the preference to the business of the employer.").

**Work Schedule.** Employee's position is full-time or part-time based on Full-Time Equivalent ("FTE"). At a minimum, Employee is expected to work Monday through Friday during regular business hours, or as modified by Employee's supervisor. Employer's business needs require all employees to be flexible in their ability to perform multiple tasks and to accept changes in scheduling and duties. Employee will be provided with a work calendar outlining scheduled work days needed to fulfill all the obligations of this Agreement.

Full Time Equivalent (FTE)	1.0
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**Work Year.** Subject to the At-Will provision of this Agreement, unless extended by mutual agreement of the parties. Employee's employment shall commence on the "Assignment Start

Date.” The “Proposed End Date” reflects the anticipated ending of the position, but does not provide a guarantee of employment. Employee acknowledges and understands that Employee has entered into this employment relationship with Employer voluntarily and acknowledges and understands that there is no specific guaranteed length or agreed upon term of employment.

Assignment Start Date	July 1, 2024
Proposed End Date	June 30, 2025
Work Year Calendar (days)	220
Work Year Calendar (months)	12

**Compensation.** Employer will pay the Employee a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to Employee on Employer’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by Employee. An exempt employee is paid in equal monthly payments on the 26th of each month. Salaries will be prorated for any Employee who begins after the first day of the work year calendar.

The Board of Directors of the Employer may at any time during any school year increase the salaries of persons employed by the Employer, such increase to be effective on any date ordered by the Board.

The Employer will reimburse mileage expenses at the IRS approved rate per board policy.

Annual Salary	Hourly: \$84.73 Daily: \$677.86 Annual: \$149,129.04
Salary Grade/Step	Step 4
Additional Pay/Assignment	N/A
Cell/Internet Stipend	\$600 annually
Education Stipend	Determined when received Diploma(s)
Retirement Benefits Eligibility	STRS 403(b) 457(b)
Employer Retirement Contribution	STRS contribution 19.1% + 403(b) per employer policy

**Benefits.** Employee shall be eligible for all benefits available to Employer's employees of the same schedule and classification, as such benefits may be amended from time to time in Employer's sole discretion. For eligible employees, Employer provides the option of a contribution towards the Employee's medical, dental, and/or vision benefit election(s), or a cash in lieu of medical benefits stipend with proof of alternative health care coverage (such as through the plan of a spouse or parent/guardian).

- a. Should Employee's benefit election be less than the maximum employer contribution amount, the Employee will not receive the difference in wages.
- b. Employees who elect benefit plans that exceed the total employer contribution amount authorize the employer to make a salary deduction for the difference in the cost of the plan and the employer contribution based on the tier of benefit eligibility.

Exempt (FTE)	Non-Exempt (Hours per Week)	Eligible employees will have the option to choose to enroll in benefits.
		<b>*Tiered Benefit Stipends</b> <b>(for Health, Dental, and/or Vision)</b>
.75+ FTE	30+ hours	\$1,500/month   \$18,000/annually
.50 - .74 FTE	20-29 hours	\$900/month   \$10,800 annually
.475 FTE or less	19 hours or less	not eligible

Medical Benefits	\$1,500/month   \$18,000/annually
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**Sick Leave.** Employee accrues paid sick leave pursuant to Employer's policy, which satisfies or exceeds the accrual, carryover, and use requirements of Labor Code §246. Employee is entitled to minimum requirements for paid sick leave under state law, which provides that the Employee:

- a. May not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and

- b. Has the right to file a complaint against an employer who retaliates or discriminates against an employee for:
- I. Requesting or using accrued sick days;
  - II. Attempting to exercise the right to use accrued paid sick days;
  - III. Filing a complaint or alleging a violation of Article 1.5 section 245 et seq. of the California Labor Code;
  - IV. Cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 section 245 et seq. of the California Labor Code.

Sick Leave Accrual	8 hours per month
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**Intellectual Property.** *Ownership.* All intellectual property developed by Employer under this Agreement will be owned by Employer including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by Employer under this Contract, absent further agreement with Employee:

- a. That which is developed without use of equipment, supplies, facilities or trade secret information of Employer, and entirely on Employee's own time, which also (a) does not relate (1) to the business of Employer; (2) to Employer's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by Employee for Employer (see California Labor Code Section 2870).

*Protection.* Employer may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.

*Cooperation.* At Employer's expense, Employee will cooperate with Employer to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection, and providing testimony in litigation to enforce or defend Employer's intellectual property rights.

**Proprietary Property.** Employer's proprietary property is the personal property of Employer and constitutes confidential trade secrets and curriculum, which comprises the substance of Employer's business. As part of the consideration for Employee's employment and the compensation received from Employer, Employee agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of Employer:

- a. Employee shall keep in the strictest confidence and trust all proprietary information.
- b. Employee shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

- c. Employee shall at all times during employment promptly advise Employer of any knowledge that employee may have of any unauthorized release or use of Employer's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of Employer or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to Employer, and (c) that has material economic value or potential material economic value to Employer's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by Employer.

**Confidential Information.** All Confidential Information of which Employee has knowledge or to which Employee has access shall be the exclusive property of Employer both during and after Employee's employment. Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of Employer, except to the extent such use or disclosure is made by reason of Employee's job responsibilities. Employee shall not take any Confidential Information that is in written form, electronic, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of Employee's employment with Employer without the prior written consent of Employer. For the purposes of this section, Confidential Information, shall mean all information, data or knowledge regarding Employer, its operations, clients, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, student information, private employee information and benefits information.

**Duty to Report Known or Reasonably Suspected Child Abuse.** California Penal Code section 11166 requires any child care custodian such as the Employee who has knowledge of, or observes, a child in their professional capacity or within the scope of their employment whom they know or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, Employee is certifying that they are a child care custodian and have knowledge of California Penal Code Section 11166 and will comply with its provisions.

**Arbitration/Sole Remedy for Breach of Agreement.** In the event of any dispute between Employer and Employee concerning any aspect of the employment relationship, including any disputes relating to termination, all such disputes shall be resolved by binding arbitration before

a single neutral arbitrator pursuant to the Federal Arbitration Act, as outlined in the Employee Handbook.

### **General Provisions.**

- a. **Successors and Assigns.** The rights and obligations of Employer under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Employer. Employee shall not be entitled to assign any of Employee's rights or obligations under this Agreement.
- b. **Governing Law.** This Agreement shall be interpreted, construed, governed, and enforced in accordance to the laws of the State of California and venue for any action or arbitration arising from this agreement shall be in San Diego County.
- c. **Amendments.** No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by the parties hereto.
- d. **Separate Terms; Severability.** This Agreement is severable, such that in the event any provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions will not be affected or impaired. Additionally, the parties expressly grant to any jurisdictional entity interpreting this Agreement (i.e., arbitrator) the power and authority to modify the terms of this Agreement to the extent necessary to allow enforcement of this Agreement to the fullest extent allowed by law.
- e. **Waiver of Breach.** A waiver by either party of a breach of provision or provisions of this Agreement shall not constitute a general waiver, or prejudice the other party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement.
- f. **Entire Agreement.** This Agreement, together with the attachments, exhibits and other documents incorporated by reference, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
- g. **Attorneys Fees.** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

**By signing below, the employee certifies that the employee has read and understands this agreement and voluntarily enters into this agreement subject to the above terms and conditions.**

1. **Acceptance of Employment.** By signing below, the Employee declares as follows:
  - a. I have read this Agreement and accept employment with Employer on the terms specified herein.
  - b. All information I have provided to Employer related to my employment is true and accurate.
  - c. I have received and reviewed the job description for this position and understand my job duties.
  - d. I have received and reviewed the work year calendar.

This Employment Agreement is subject to approval and ratification by the Board of Directors.  
EMPLOYEE APPROVAL:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

EMPLOYER APPROVAL:

\_\_\_\_\_  
Director or Designee

\_\_\_\_\_  
Date



## Director and Chief Executive Officer

### Job Description

**Reports To:** Board of Directors

**FLSA Status:** Exempt

**School Classification:** Certificated Administration

**Pay Range:** \$133,798.24 - \$261,318

**Work Year:** 12 Months

**Location:** Remote work with mandatory in-person meetings, training, and events, requiring regular commuting within Southern California.

### Position Summary

The Director CEO is the lead administrator responsible for upholding the mission, vision, and values of the charter school and the nonprofit corporation. This role entails guiding educational and operational strategies, promoting student success, and overseeing fiscal responsibilities. The Director CEO ensures compliance with state and federal regulations, manages school policies, and fosters relationships with educational and community partners.

### Distinguishing Characteristics

The Director CEO combines the responsibilities of overseeing daily school operations and the strategic direction of the nonprofit. This role involves financial oversight, educational program development, staff leadership, and community engagement, ensuring both academic excellence and organizational sustainability.

### Minimum Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

- Bachelor's degree required; Master's or higher in administration/supervision preferred ● Valid California state teaching and school administrator credentials
- Minimum of five years of leadership experience in education or related field
- Proven financial, administrative, and personnel management skills

### General Skills

- A collaborative team member with a passion for continuous learning.
- Flexible and adaptable to changing environments.
- Receptive to diverse perspectives and goals.
- Skilled in resolving conflicts effectively.
- Committed to upholding the School's vision and mission with integrity.

### Essential Duties and Responsibilities

The Director CEO is responsible for articulating and implementing the charter school's strategic vision and educational goals, managing fiscal resources to ensure sound financial practices and compliance, and leading the development and evaluation of academic and enrichment programs. This role includes fostering positive relationships with staff, students, families, and community partners, overseeing staff recruitment, development, and evaluation, maintaining open and effective communication with all educational partners, and ensuring compliance with educational standards, laws, and board policies.

### Leadership

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Director and CEO Job Description  
Board Approval: April 2024



and development opportunities. Compliance and governance responsibilities include adhering to legal and board governance standards, as well as managing the preparation and reporting of educational compliance documents.

The Director CEO possesses a strong understanding of educational leadership, strategic planning, and policy development, coupled with effective communication, team coordination, and problem-solving skills. In terms of reasoning ability, the individual is adept at analyzing data, formulating conclusions, and making informed decisions to guide the organization's strategic direction and operational effectiveness.

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Skilled in using educational software, Google Suite applications, Microsoft Office, and web-based tools for effective teaching and communication.

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Employees may encounter challenging interactions with dissatisfied individuals

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#### **Employee Acknowledgement**

The job description provided is not exhaustive and serves as a guide for the primary responsibilities and expectations of the position. Employees may be required to undertake additional tasks, follow supplementary instructions, and engage in other related duties as directed by their supervisor.

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Employee Signature

---

Printed Name

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Date

Director and CEO Job Description  
Board Approval: April 2024



### Administrative Salary Schedule 2024-2025

CLASSIFICATION	Work Year	1		2		3		4		5		6	
		Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual
Assistant Director	220	\$ 456.92	\$ 100,521.62	\$ 470.62	\$103,537.27	\$ 484.74	\$106,643.38	\$ 499.28	\$109,842.69	\$ 514.26	\$113,137.97	\$ 529.69	\$116,532.11
Director/CEO	220	\$ 620.34	\$ 136,474.20	\$ 638.95	\$140,568.43	\$ 658.12	\$144,785.48	\$ 677.86	\$149,129.04	\$ 698.20	\$153,602.92	\$ 719.14	\$158,211.00
Executive Director	220	\$ 735.04	\$ 161,709.19	\$ 757.09	\$166,560.47	\$ 779.81	\$171,557.28	\$ 803.20	\$176,704.00	\$ 827.30	\$182,005.12	\$ 852.11	\$187,465.27
Chief Executive Officer	220	\$ 930.68	\$ 204,750.00	\$ 958.60	\$210,892.50	\$987.36	\$217,219.28	\$1,016.98	\$223,735.85	\$ 1,047.49	\$230,447.93	\$ 1,078.92	\$237,361.37
<b>Step Factor</b>	<b>1.03</b>												

#### Education Stipend:

Effective 7/1/19 certificated personnel in possession of a educationally related advanced degree

from an accredited college or university will receive an annual stipend.

Master's \$1,500.00

Master's + Doctorate \$3,000.00

Employees serving in positions that are 50% FTE or greater are eligible for the education stipend.



## Motivated Youth Academy | 2024-2025 | CERTIFICATED WORK YEAR CALENDAR - 12 MONTHS (220 DAYS)

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

## HOLIDAYS:

9/2/2024	Labor Day
11/11/2024	Veterans Day
11/28-11/29/2024	Thanksgiving Day + Friday after Thanksgiving
12/24-12/25/2024	Christmas Eve/Day
12/31/2024 + 1/1/2025	New Year's Eve/Day
1/20/2025	Martin Luther King Jr.
2/17/2025	Presidents Day
3/31/2025	Cesar Chavez Day
5/26/2025	Memorial Day
6/19/2025	Juneteenth
7/1+8/19/2025	First Days of Track E and Track F
3/28+6/2/2025	Last Days of Track E and Track F

## Calendar Days (M-F)

Calendar Days (M-F)	
Total Holidays	13
Total Compensated Days	228
Total Work Days	220

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

Assignment start and end dates are dependent on the program.

75% - last day to start is September 23, 2024

Board Approved:

# Coversheet

## Approval of Workplace Violence Prevention Plan

<b>Section:</b>	XI. Personnel Services
<b>Item:</b>	B. Approval of Workplace Violence Prevention Plan
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	Gigi Lenz
<b>Related Material:</b>	Workplace Violence Prevention Plan 2024.6.13.pdf

**BACKGROUND:**

The Workplace Violence Prevention Plan is a mandatory program required by California schools to ensure a safe and secure environment for students, staff, and visitors. Established in response to increasing concerns about workplace safety, this plan mandates that schools develop and implement comprehensive strategies to prevent and address incidents of violence. Key components include risk assessments, clear policies and procedures for reporting and responding to violent incidents, employee training programs, and regular evaluations of the plan's effectiveness. The goal is to create a proactive approach to prevent workplace violence and to ensure swift and effective action when incidents occur, thereby safeguarding the well-being of everyone within the school community.

**RECOMMENDATION:**

It is recommended the Board approve the Workplace Violence Prevention Plan for Motivated Youth Academy (#1628).



## Workplace Violence Prevention Plan

Motivated Youth Academy is committed to providing a safe and secure work environment for all employees, customers, and visitors. We have a zero-tolerance policy towards workplace violence, including threats, intimidation, and physical aggression. This policy outlines our commitment to preventing workplace violence and the procedures for reporting and addressing any incidents.

This policy applies to all employees, contractors, volunteers, visitors, and anyone else on company premises or engaged in company business off-site.

### Definitions

- **Workplace Violence:** Any act or threat of physical violence, harassment, intimidation, or other threatening disruptive behavior that occurs at the work site. It includes, but is not limited to, physical assault, threats, verbal abuse, and harassment.
- **Threat:** Any expression of intent to cause physical harm or damage to property.

### Responsibilities

Employees are responsible for recognizing potential signs of workplace violence and reporting them immediately to a supervisor, HR, or through the designated reporting channels. Employees may be asked to participate in workplace violence training or focus groups that help mitigate and identify potential threats.

Supervisor and managers are responsible for leading by example in promoting a safe and respectful work environment, responding promptly to all reports of violence or threats and providing support and resources to employees who report incidents of violence.

### Recognizing Warning Signs

Employees should be aware of the following warning signs of potential violence:

- Verbal threats, including direct or indirect statements about harming someone.
- Physical signs of aggression, such as clenched fists, glaring, or invasion of personal space.
- Significant changes in behavior, mood swings, or withdrawal.
- Paranoia or excessive suspiciousness.
- Frequent conflicts with colleagues or supervisors.

Threats may be direct or indirect, and they may be communicated verbally or nonverbally. The following are examples of threats and acts that shall be considered violent - this list is in no way all-inclusive:

To be adopted: Month/Year V1

Revised Date:



Example	Type of Threat
Saying, "Do you want to see your next birthday?"	Indirect
Writing, "Employees who kill their supervisors have the right idea."	Indirect
Saying, "I'm going to punch your lights out."	Direct
Making a hitting motion or obscene gesture	Nonverbal
Displaying weapons	Extreme
Stalking or otherwise forcing undue attention on someone, whether romantic or hostile	Extreme
Taking actions likely to cause bodily harm or property damage	Acts of violence

### De-escalation Techniques

If a violent threat occurs, employees are encouraged to stay calm, listen actively, maintain personal space and offer solutions in an effort to de-escalate the situation.

- **Stay Calm:** Keep a calm and composed demeanor. Speak in a steady, non-threatening tone.
- **Listen Actively:** Show empathy and listen to the person's concerns without interrupting.
- **Maintain Personal Space:** Respect the person's personal space and avoid physical contact.
- **Offer Solutions:** Try to address the person's concerns by offering reasonable solutions.

### Reporting Procedures

1. **Immediate Danger:** If an incident poses an immediate danger, call 911 or the designated emergency number.
2. **Non-Emergency Reporting:** Report incidents of workplace violence or threats to your supervisor, HR, or through the anonymous reporting hotline (if available).
3. **Documentation:** Document all incidents, including the date, time, individuals involved, and a detailed description of the incident.
4. **Follow-Up:** HR or the designated authority will investigate the report promptly and take appropriate action, which may include disciplinary measures or contacting law enforcement.

### Review and Evaluation

This policy will be reviewed annually and updated as necessary to ensure its effectiveness and compliance

To be adopted: Month/Year V1

Revised Date:



with legal requirements. Feedback from employees will be solicited to improve our workplace violence prevention efforts.

#### Disciplinary Action

Any employee found to have engaged in workplace violence will be subject to disciplinary action, up to and including termination of employment. Retaliation against employees who report incidents in good faith is strictly prohibited and will be subject to disciplinary action.

To be adopted: Month/Year V1  
Revised Date:

# Coversheet

## Approval of New Board Policy

<b>Section:</b>	XII. Policy Development
<b>Item:</b>	A. Approval of New Board Policy
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	MYA 1010 Civility Board Policy.pdf

**COMMUNITY RELATIONS****1010-MYA****CIVILITY POLICY**

School personnel, Educational Rights Holders, and students are required to be civil in all of their interpersonal school-related interactions. Civility does not require unqualified agreement or conformity of opinion. An expression of disagreement or a discussion of a controversial viewpoint is not uncivil if such expression or discussion is appropriately and respectfully presented and does not disrupt a school-related activity.

For purposes of this policy, to be civil means to act with self-discipline in a courteous, respectful, and orderly way in every interpersonal communication and behavior, either in person, electronically, or online with the goal of providing a safe and harassment free environment for our students and staff while maintaining individual rights to freedom of expression.

Examples of uncivil conduct includes, but is not limited to:

- a. Using an inappropriately loud voice;
- b. Using profane, vulgar, or obscene words, gestures and/or online language/images;
- c. Belittling, jeering, or taunting;
- d. Using personal epithets;
- e. Using violent or aggressive gestures or body-language;
- f. Repeatedly and inappropriately interrupting another speaker;
- g. Repeatedly demanding personal attention at inappropriate times;
- h. Purposefully and inappropriately invading personal space;
- i. Purposefully ignoring appropriate communications;
- j. Wrongfully interfering with another person's freedom of movement;
- k. Wrongfully invading another person's private possessions; or;\
- l. Any other behavior that inappropriately disrupts school-related activities.

In the event that any party is uncivil during a school-related activity, the following steps will occur:

1. **Communicate** - The party experiencing the uncivil behavior will communicate that the behavior is not civil and that the uncivil behavior must cease immediately
2. **End Activity/Meeting** - If the uncivil party fails to correct the uncivil behavior as directed, the affected party shall end the activity/meeting.
3. **Referral** - The reporting party shall refer the situation to school administration with a written summary of the uncivil behavior and how he/she responded.
4. **Determination** - If it is determined that uncivil behavior occurred, proper disciplinary action will be taken, which may include suspension or expulsion.

# Coversheet

## Local Control & Accountability Plan (LCAP) 2024-2025

<b>Section:</b>	XIII. Public Hearings
<b>Item:</b>	A. Local Control & Accountability Plan (LCAP) 2024-2025
<b>Purpose:</b>	Discuss
<b>Submitted by:</b>	
<b>Related Material:</b>	MYA LCAP Plan Summary 2024.6.13.pdf MYA LCAP Overview Presentation 2024.6.13 .pdf



## LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Motivated Youth Academy

CDS Code: 37-68213-0129668

School Year: 2024-25

LEA contact information:

Bill Dobson

Interim Director

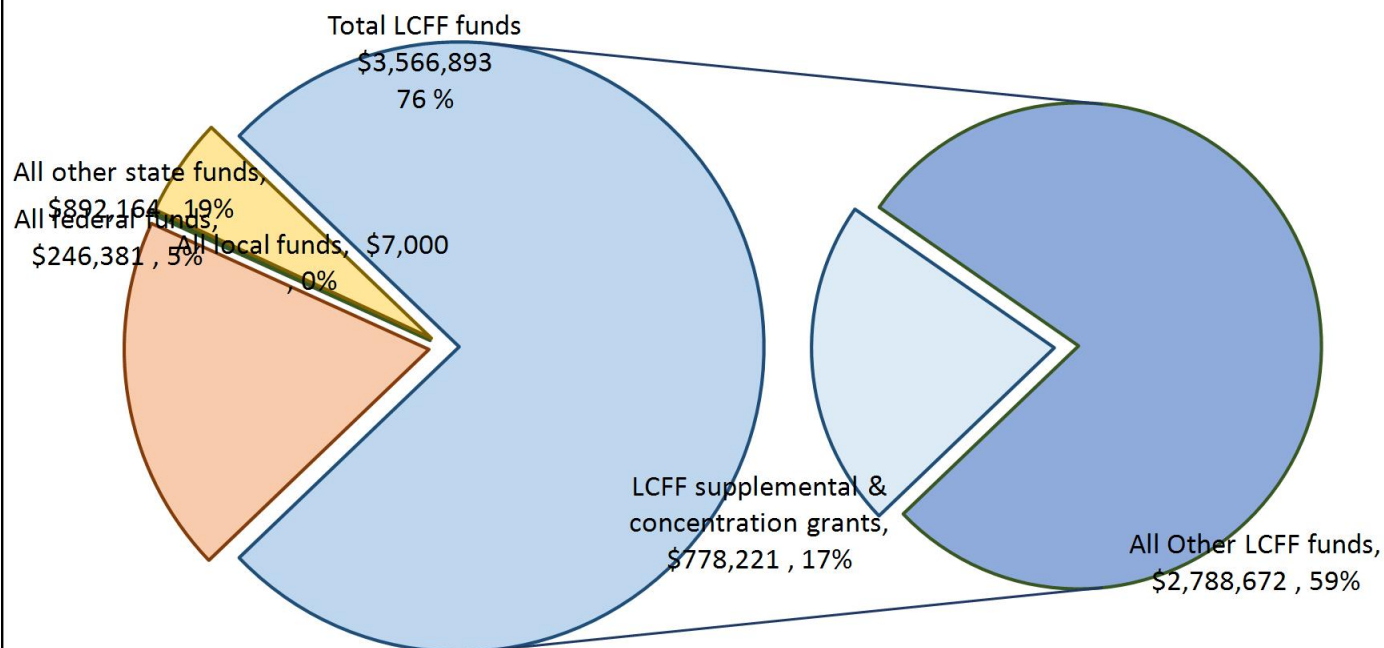
[bdobson@myacademy.org](mailto:bdobson@myacademy.org)

619-343-2048

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

### Budget Overview for the 2024-25 School Year

#### Projected Revenue by Fund Source

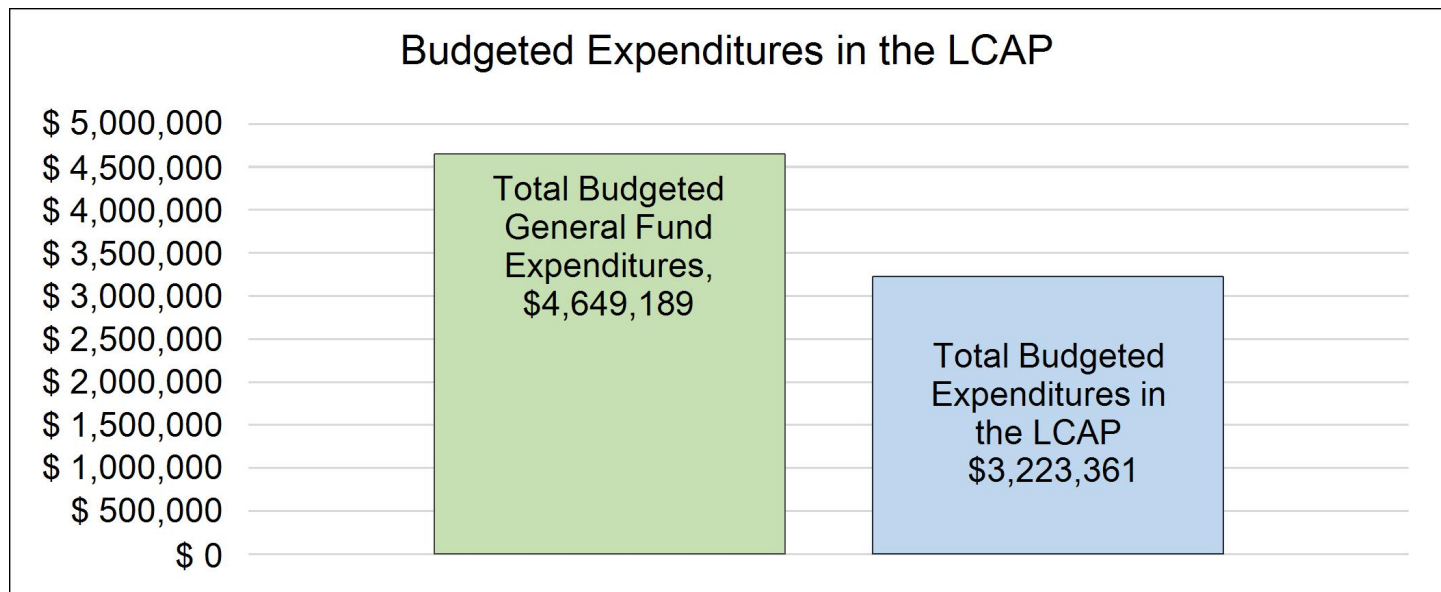


This chart shows the total general purpose revenue Motivated Youth Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Motivated Youth Academy is \$4,712,438, of which \$\$ 3,566,893 is Local Control Funding Formula (LCFF), \$\$ 892,164 is other state funds, \$\$ 7,000 is local funds, and \$\$ 246,381 is federal funds. Of the \$\$ 3,566,893 in LCFF Funds, \$\$ 778,221 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

## LCFF Budget Overview for Parents

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



This chart provides a quick summary of how much Motivated Youth Academy plans to spend for 2024-25. It shows how much of the total is tied to planned actions and services in the LCAP.

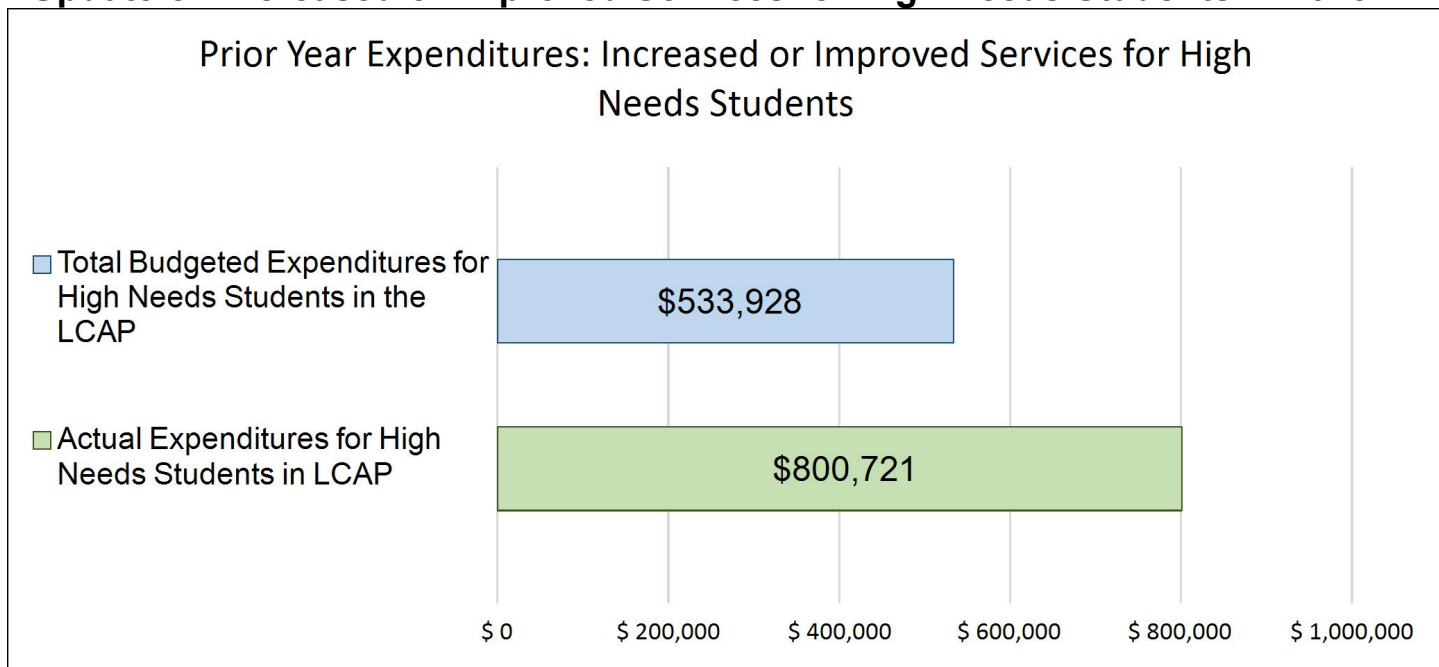
The text description of the above chart is as follows: Motivated Youth Academy plans to spend \$\$ 4,649,189 for the 2024-25 school year. Of that amount, \$\$ 3,223,361 is tied to actions/services in the LCAP and \$1,425,828 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

### Increased or Improved Services for High Needs Students in the LCAP for the 2024-25 School Year

In 2024-25, Motivated Youth Academy is projecting it will receive \$\$ 778,221 based on the enrollment of foster youth, English learner, and low-income students. Motivated Youth Academy must describe how it intends to increase or improve services for high needs students in the LCAP. Motivated Youth Academy plans to spend \$\$ 778,221 towards meeting this requirement, as described in the LCAP.

## LCFF Budget Overview for Parents

### Update on Increased or Improved Services for High Needs Students in 2023-24



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

The text description of the above chart is as follows: In 2023-24, Motivated Youth Academy's LCAP budgeted \$\$ 533,928 for planned actions to increase or improve services for high needs students. Motivated Youth Academy actually spent \$\$ 800,721 for actions to increase or improve services for high needs students in 2023-24.



## 2023–24 Local Control and Accountability Plan Annual Update

The instructions for completing the 2023–24 Local Control and Accountability Plan (LCAP) Annual Update follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Motivated Youth Academy	Bill Dobson Interim Director	bdobson@myacademy.org 619-343-2048

## Goals and Actions

### Goal

Goal #	Description
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.

### Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Student Achievement: CAASPP ELA	Baseline will be set with 2021-22 CAASPP Results	MYA did not participate in CAASPP ELA, 2020-2021	<p>2022 Baseline: ELA met or exceeded:</p> <p>All Students: 30.77% English Learners: No Data Socioeconomic: 28% Special Ed: 7.14%</p> <p>11th grade outcomes (EAP) Level 1 (Standard Not Met): 24% Level 2 (Standard Nearly Met): 24% Level 3 (Standard Met): 48% Level 4 (Standard Exceeded): 4%</p>	<p>2023 Baseline: ELA met or exceeded:</p> <p>All Students: 34.44% English Learners: No Data Socioeconomic: 27.11% Special Ed: 9.09%</p> <p>11th grade outcomes (EAP) Level 1 (Standard Not Met): 34.29% Level 2 (Standard Nearly Met): 22.86% Level 3 (Standard Met): 25.71% Level 4 (Standard Exceeded): 17.14%</p>	2% increase in met or exceeded from 2022-2023

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Student Achievement: CAASPP Math	Baseline will be set with 2021-22 CAASPP Results	MYA did not participate in CAASPP Math, 2020-2021	<p>2022 Baseline: Math met or exceeded:</p> <p>All Students: 17% English Learners: No Data Socioeconomic: 13% Special Ed: 7%</p> <p>11th grade outcomes (EAP): Level 1 (Standard Not Met): 58.33% Level 2 (Standard Nearly Met): 16.67% Level 3 (Standard Met): 20.83% Level 4 (Standard Exceeded): 4.17%</p>	<p>2023 Baseline: Math met or exceeded:</p> <p>All Students: 11.11% English Learners: No Data Socioeconomic: 8.47% Special Ed: 0%</p> <p>11th grade outcomes (EAP): Level 1 (Standard Not Met): 62.86% Level 2 (Standard Nearly Met): 25.71% Level 3 (Standard Met): 5.71% Level 4 (Standard Exceeded): 5.71%</p>	2% increase in met or exceeded from 2022-2023
Student Achievement: CAASPP Science	Baseline will be set with 2021-22 CAASPP Results	MYA did not participate in CAASPP Science, 2020-2021	<p>2022 Science met or exceeded:</p> <p>All Students: 20.48% English Learners: No Data Socioeconomic: 20% Special Ed: 0%</p>	<p>2023 Science met or exceeded:</p> <p>All Students: 17.46% English Learners: No Data Socioeconomic: 10.81% Special Ed: No Data</p>	Decrease 0 - 49th NPR 2% MYA will measure student ELA outcomes using the CAASPP
Student Achievement: Exact Path ELA - Diagnostic 2	Exact Path ELA Diagnostic 2 - 2020-21 Overall	The Exact Path was originally administered at the local level so we could obtain	No data available	No data available	2% increase in met or exceeded from 2022-23

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	0-24th 11% 25-49th 15% 50-74th 25% 75-99th 50%  English Learners 0-24th 17% 25-49th 11% 50-74th 39% 75-99th 33%  Socioeconomic 0-24th 9% 25-49th 27% 50-74th 18% 75-99th 45%  Special Ed 0-24th 15% 25-49th 35% 50-74th 25% 75-99th 25%	measurable student data in place of the CAASPP. Considering the Social Emotional needs of students, families and staff we will go forward with a focus on CAASPP preparation for students and staff and will not utilize the Exact Path Diagnostic assessment. In the Spring of 2022, MYA will participate in the ELA CAASPP.			
Student Achievement: Exact Path Math - Diagnostic 2	Exact Path Math Diagnostic 2 - 2020-21 Overall 0-24th 23% 25-49th 29% 50-74th 21% 75-99th 27%  English Learners 0-24th 5% 25-49th 37%	The Exact Path was originally administered at the local level so we could obtain measurable student data in place of the CAASPP. Considering the Social Emotional needs of students, families and staff we will go forward with a focus	No data available	No data available	Decrease 0 - 49th NPR 2% MYA will measure student Math outcomes using the CAASPP

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	50-74th 37% 75-99th 21%  Socioeconomic 0-24th 25% 25-49th 25% 50-74th 33% 75-99th 17%  Special Ed 0-24th 43% 25-49th 30% 50-74th 13% 75-99th 13%	on CAASPP preparation for students and staff and will not utilize the Exact Path Diagnostic assessment. In the Spring of 2022, MYA will participate in the Math CAASPP.			
Student Achievement: English Language Proficiency Assessment for California (ELPAC)	Baseline will be set with 2021-22 Results	In order to protect student privacy, data is suppressed because 10 or fewer students tested.	Level 1 (Minimally Developed): 45.45% Level 2 (Somewhat Developed): 18.18% Level 3 (Moderately Developed): 18.18% Level 4 (Well Developed): 18.18%  9% reclassification rate	2022-2023 Level 1 (Beginning to Develop): 16.67% Level 2 (Somewhat Developed): 27.78% Level 3 (Moderately Developed): 50% Level 4 (Well Developed): 5.56%  19.6% reclassification rate	2% increase in the ELPAC levels toward Reclassification
State Local Indicator Priority 2 State Standards: Implementation of State Standards and access to curriculum-	Implementation and Sustainability of the State Standards against the CDE State Standards Reflection Tool baseline developed with 2021	Full Implementation and Sustainability in providing professional learning for teaching to the academic standards in ELA, ELD, Mathematics,	Standard Met Curriculum and instructional materials are aligned to State Standards.	Standard Met Curriculum and instructional materials are aligned to State Standards.	MYA will maintain implementation and sustainability of the State Standards against the CDE State Standards Reflection Tool

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
aligned instructional materials	local indicator outcomes.	<p>Next Generation Science Standards, History-Social Science</p> <p>Full Implementation and Sustainability in making instructional materials that are aligned to the academic standards available in ELA, ELD, Mathematics, Next Generation Science Standards, History-Social Science</p>	<p>Full Implementation and Sustainability in providing professional learning for teaching to the academic standards in ELA, ELD, Mathematics, Next Generation Science Standards, History-Social Science</p> <p>Full Implementation and Sustainability in making instructional materials that are aligned to the academic standards available in ELA, ELD, Mathematics, Next Generation Science Standards, History-Social Science</p>	<p>Full Implementation and Sustainability in providing professional learning for teaching to the academic standards in ELA, ELD, Mathematics, Next Generation Science Standards, History-Social Science</p> <p>Full Implementation and Sustainability in making instructional materials that are aligned to the academic standards available in ELA, ELD, Mathematics, Next Generation Science Standards, History-Social Science</p>	
State Local Indicator Basic Services: Conditions of Learning, State Priority: Basic Qualified and Effective Teachers, Teacher Credentialing	100% of teachers are appropriately credentialed for the courses they teach	100% of teachers are appropriately credentialed for the courses they teach	<p>Standard Met 100% of teachers are appropriately credentialed for the courses they teach</p> <p>MY Academy is online-based and the FIT does not apply.</p>	<p>Standard Met 100% of teachers are appropriately credentialed for the courses they teach</p> <p>MY Academy is online-based and the FIT does not apply.</p>	Maintain 100% of teachers are appropriately credentialed for the courses they teach

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Local Indicator Basic Services: Conditions of Learning: Textbooks Availability of textbooks and other instructional materials	0% Students lacking textbooks and other instructional materials	0% Students lacking textbooks and other instructional materials	Standard Met 0% Students lacking textbooks and other instructional materials	Standard Met 0% Students lacking textbooks and other instructional materials	MYA will maintain the availability of online, textbook, and teacher created curriculum to meet the individual needs of students
AP Exam Score of 3 or Higher	Baseline established in 22-23	N/A	1.5%	2022-2023 0%	Increase by 2%

## Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There were no substantive differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

1.3 Budgeted expenditures were less than actual expenditures because instructional staff shared resources in developing collaborative student work opportunities.

1.4 Actual expenditures were greater than budgeted expenditures because of the increased frequency of all staff professional development.

1.7 Actual expenditures were greater than budgeted expenditures because increased enrollment necessitated hiring an additional Student Success Coordinator.

1.8 Actual expenditures were greater than budgeted expenditures because increased enrollment necessitated hiring an additional Student Success Coordinator, Office Manager, and Content Area Specialists.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Effectiveness of Action 1.1: A comprehensive assessment of student performance was undertaken by developing an individualized MY PLAN for each student at Motivated Youth Academy (MYA). Teachers regularly reviewed students' MY PLAN throughout the school year and adjusted learning plans as needed, ensuring all students had access to a diverse curriculum.

Effectiveness of Action 1.2: The Guidance Counselor engaged in one-on-one sessions with students to review transcripts and grades, collaborating with the Assistant Director and TORs to monitor student groups and devise targeted interventions. This approach led to enhanced student access to a varied curriculum and improvements in both skills and academic progress.

Effectiveness of Action 1.3: MYA provided all students with access to a diverse curriculum through platforms like Edmentum Courseware, Exact Path, Thrively, Freckle and Pathful. Additionally, teachers were equipped with various resources such as Khan Academy, CommonLit, SDCOE Curriculum, Next Generation Personal Finance (NGPF), ZINN Education, PHet Colorado, and supplementary teacher curriculum, ensuring robust support for student success.

Effectiveness of Action 1.4: MYA implemented professional development sessions throughout the academic year, including during Kick-Off Week and weekly staff meetings. These efforts, which included a professional development series on Radical Dreaming and creating personalized learning experiences for all students, contributed to favorable student outcomes, with a 4% increase in all students meeting or surpassing ELA standards on the CAASPP and an even more notable course completion rate of 93%.

Effectiveness of Action 1.5: Parent training sessions were integrated into weekly meetings with TORs, where teachers shared updates, strategies, and resources to aid student learning. This initiative bolstered parental understanding of assessment methods for measuring student growth, correlating with a 4% improved performance in ELA on the CAASPP.

Effectiveness of Action 1.6: Students benefited from daily live interactions and weekly meetings with their Teacher of Record. Teachers underwent training in various instructional strategies through continuous professional development, resulting in enhanced critical thinking skills among students, as evidenced by a 4% improved performance in ELA on the CAASPP.

Effectiveness of Action 1.7: The addition of two Special Education Instructional Assistants (SPED IAs) proved instrumental in reaching the goal of 81% participation in state testing. Their support ensured that students with special needs received the accommodations and assistance necessary for full participation, contributing significantly to the overall success.

Effectiveness of Action 1.8: Classified staff, additional Content Area Specialists, Exact Path, Freckle, News2You, and EL Foundations contributed significantly to students' academic progress by addressing learning gaps and enhancing basic language skills. This was reflected in the 4% improved performance in ELA on the CAASPP, as well as in the rate of EL reclassification.

Effectiveness of Action 1.9: The Student Success Coordinators played a crucial role in eliminating barriers hindering student engagement and academic achievement, leading to a notable 2.5% reduction in chronic absenteeism. The addition of a second SSC further bolstered the efforts, allowing us to reach the goal with greater efficiency and effectiveness.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Moving forward into the next academic year, the focus will remain steadfast on the holistic development of students through the implementation of initiatives centered around cultivating their MY PLAN, regularly revisiting it, and fostering a culture of radical dreaming. Key actions will include personalized support to ensure students are equipped with the tools and resources needed to identify and pursue their aspirations. We will continue to emphasize the importance of course completion and graduation rates as primary metrics to gauge progress, alongside academic measurements. By intertwining these efforts with the concept of radical dreaming, we aim to inspire students to envision ambitious futures for themselves while providing the necessary guidance and support to turn those dreams into reality.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

## Goals and Actions

### Goal

Goal #	Description
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.

### Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Student Engagement: Chronic Absenteeism	2019-2020 All (882): 1.2% Chronically Absent (declined 2.2%) - Blue Hispanic (234); 1.7% Chronically Absent (decline 1%) - Blue White (408): 0.7% Chronically Absent (declined 3.1%) - Blue Socioeconomic (183): 4.9% Chronically Absent (increased 0.5%) - Yellow	2020-21 Chronic Absenteeism: All: (203), (55) 28.5% Hispanic: (96), (33) 35.5% Af Am: (6), (3) 50% White: (63), (15) 25.9% Socioeconomic:(135), (45) 35.7% Students with Disabilities: (36), (10) 28.6%	2021-22 Chronic Absenteeism: All: (292), (54) 18.5% Hispanic: (156), (28) 17.9% Am. Indian: (20), (4) 20% White: (76), (13) 17.1% EL: (30), (9) 30% Socioeconomic:(213), (43) 20.3% Students with Disabilities: (59), (12) 20.3%	2022-23 Chronic Absenteeism: All: (294), (47) 16.0% Hispanic: (163), (23) 14.1% Am. Indian: (14), (3) 21.4% White: (74), (15) 20.3% EL: (25), (9) 36% Socioeconomic:(224), (41) 18.3% Students with Disabilities: (58), (10) 17.2%	Annually increase attendance rate to decrease chronic absenteeism rate. Decrease chronic absenteeism rate by 5%.
School Climate: Expulsion Rate	0%	0%	0%	0%	Maintain 0% Expulsion Rate
School Climate: Suspension Rate	0%	0%	0%	0%	Maintain 0% Suspension Rate

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Local Indicator Basic Services: Conditions of Learning, State Priority: Basic Qualified/Effective Teachers	100% of teachers are appropriately credentialed for the courses they teach	100% of teachers are appropriately credentialed for the courses they teach	100% of teachers are appropriately credentialed for the courses they teach	100% of teachers are appropriately credentialed for the courses they teach	Maintain 100% of teachers are appropriately credentialed for the courses they teach
Student Engagement: Average Daily Attendance	187.93	187.93	216.44	231.91	Increase of 10% ADA

## Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

No substantive differences in planned actions and actual implementation of these actions

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

2.2 Actual expenditures were greater than budgeted expenditures because we hired more teachers due to increased enrollment.

2.3 Budgeted expenditures were less than actual expenditures because technology costs were less than anticipated.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Effectiveness of Action 2.1: Through a concerted effort towards enhancing school climate, boosting student engagement, and bolstering counseling initiatives, we've observed a significant uptick in Average Daily Attendance (ADA) by approximately 10%, accompanied by a 2.5% decrease in chronic absenteeism.

Effectiveness of Action 2.2: We've diligently maintained a roster of highly qualified multiple and single-subject teachers, ensuring a 100% qualification rate. Furthermore, in alignment with the commitment to student equity and tailored support, we've expanded the team by recruiting three additional fully credentialed Teachers on Record (TORs) and a Special Education (SPED) Case Manager.

Effectiveness of Action 2.3: Every student at Motivated Youth Academy (MYA) now possesses technology devices facilitating access to a diverse range of courses, completing curriculum requirements, and utilizing essential tools. This accessibility has notably contributed to the observed increase in ADA.

Effectiveness of Action 2.4: Staff engages with students, parents, and educational partners on a weekly basis at mutually-agreed-upon locations, offering crucial updates, soliciting feedback, and providing resources. These regular interactions have positively impacted various key metrics for unduplicated students, including reductions in chronic absenteeism, maintenance of 0% suspensions and expulsions, alongside increased ADA.

Effectiveness of Actions 2.5 and 2.6: In response to the emotional and mental health needs of both students and staff, and in pursuit of equity, we've implemented COPES and The Cook Center for Human Connection, a mental health referral system integrated into the staff portal. Additionally, ongoing professional development initiatives have equipped staff with the necessary skills to support students comprehensively. These efforts, including cultural awareness training and increased interaction with students, have fostered a safer learning environment, leading to improved ADA and decreased chronic absenteeism.

Effectiveness of Actions 2.7 and 2.8: Comprehensive training in Youth Mental Health First Aid and suicide prevention, coupled with an enhanced referral process facilitated by the Student Success Coordinators, counselor, and school psychologist, have further fortified the supportive learning environment at MYA. This inclusive approach has contributed to increased ADA and decreased chronic absenteeism.

Effectiveness of Action 2.9: The support system has been refined to incorporate vigilant monitoring of chronic absenteeism by key educational partners, including the Student Success Coordinators, TORs, the Interim Assistant Director, and other school staff. This proactive approach has notably enhanced the learning conditions for students, resulting in improved ADA and reduced chronic absenteeism.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Over the past three years, our concerted efforts to promote a high Average Daily Attendance (ADA) and foster a positive school climate have yielded significant successes. Through targeted actions and initiatives, we've witnessed a remarkable 23.41% increase in ADA and a noteworthy 12.5% decrease in chronic absenteeism since 2020. These achievements highlight the effectiveness of our strategies and demonstrate our commitment to ensuring a supportive and engaging learning environment for all students. Building upon this momentum, we are resolved to continue prioritizing these goals and actions into the next three-year cycle, reinforcing our dedication to student well-being and academic success.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

## Goals and Actions

### Goal

Goal #	Description
3	We will establish connections and partnerships with 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 educational partners opportunities for input in decision-making at the program and charter levels.

### Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Local Indicator Priority 3: Parent and Family Engagement and, Educational Partner Engagement Involvement: LCAP Input Survey	<p>2019: 79</p> <p>Parent Input Survey Participants with Students in student groups:</p> <p>9.5% English Learners (EL)</p> <p>23% Low Socioeconomic (LI)</p> <p>9.5% Students with a Disability (SWD)</p> <p>42% Not Applicable (N/A)</p> <p>Parent Input Survey Participants' Ethnicity</p> <p>11% Declined</p> <p>5% Two or More</p> <p>10% American Indian</p> <p>42% Hispanic</p> <p>33% White</p>	<p>2021: 13</p> <p>Parent Input Survey Participation with Students in Student Groups:</p> <p>61.5% None</p> <p>7.7% Foster Youth</p> <p>7.7% Low Socioeconomic</p> <p>23.1% English Learner</p> <p>Parent Input Survey Participants Ethnicity:</p> <p>46.2% White</p> <p>23.1% Hispanic/Latino</p> <p>7.7% Two or More</p> <p>7.7% Filipino</p> <p>15.4% American Indian</p>	<p>Increase of 82.05% in educational partner input participation (including parents of unduplicated students and individuals with exceptional needs)</p> <p>2022: 71 participants</p> <p>3.8% English Learners</p> <p>4.2% Low Socioeconomic</p> <p>4.2% Students with Disabilities</p> <p>56.4% Student participant</p> <p>25.4% Parent participant</p> <p>7.0% Community member participant</p>	<p>2023: 92 participants</p> <p>20.7% English Learners</p> <p>4.3% Low Socioeconomic</p> <p>15.2% Students with Disabilities</p> <p>53.3% Student participant</p> <p>24.9% Parent participant</p> <p>5.4% Community member participant</p>	Increase LCAP Input Survey Participation by 5% annually.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Local Indicator Priority 6: School Climate: LCAP Input Survey - Overall Satisfaction Rate	100%	<p>91.7% of survey respondents overall, feel satisfied with their child's school.</p> <p>91.7% of survey respondents overall, feel satisfied with the school in providing student support in attaining their academic goals.</p> <p>91.7% 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.</p>	<p>100% of survey respondents overall, feel satisfied with their child's school.</p> <p>97.2% of survey respondents overall, feel satisfied with the school in providing student support in attaining their academic goals.</p> <p>95.7% 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.</p>	<p>92.4% of survey respondents overall, feel satisfied with their child's school.</p> <p>96.7% of survey respondents overall, feel satisfied with the school in providing student support in attaining their academic goals.</p> <p>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.</p>	Achieve 100% Satisfaction Rate
School Safety Plan and Training	September 14, 2020	Reviewed and Updated. MYA Staff November 8, 2021 SSC November 15, 2021	September 8 & 15, 2022	August 28, 2023	School Safety Plan and Training Annual Date
Parent and Family Engagement Policy Review	The Parent and Family Engagement Policy was reviewed to ensure compliance with CA Ed Code	The Parent and Family Engagement Policy was reviewed and updated 2022	The Parent and Family Engagement Policy was reviewed and updated February 2023	The Parent and Family Engagement Policy was reviewed and updated September 21, 2023	Review and update annually.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24

## Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

No substantive differences in planned actions and actual implementation of these actions

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

3.2 Actual expenditures were greater than budgeted expenditures because of increased costs from the vendor.

3.5 Actual expenditures were greater than budgeted expenditures because of increased student enrollment and parent empowerment.

3.6 Budgeted expenditures were less than actual expenditures because the consulting agreement for the individual serving as CEO ended earlier than anticipated. Additionally, projected technology costs were not as great as anticipated.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Effectiveness of Action 3.1: MY Academy held four parent and educational partner orientation meetings, two in English and two in Spanish to welcome students and families to MY Academy. Enhancing parental involvement, an evaluation of educational partnerships incorporated SSC meetings, EPAC meetings, EPAC LCAP/School Planning Input Survey, and the Google Family Feedback system. Tracking of student/parent/Teacher of Record (ToR) meetings has commenced in the Student Information System (SIS), leading to a 10% increase in response rates to input surveys through targeted outreach efforts. Additionally, we credit part of the increase in response to sending the EPAC survey out in English and Spanish this year, directly supporting the EL population.

Effectiveness of Action 3.2: Fostering partnerships for student success involved the dissemination of notifications for board meetings, SSC, and EPAC meetings via the website and social media platforms, along with Community Partner Newsletters, EPAC LCAP/School Planning Input Survey, Educational Partner communications through weekly emails, and regular social media updates. Consequently, EPAC input survey participation surged by 10%.

Effectiveness of Action 3.3: MY Academy prioritized relationship-building by ensuring an inclusive and accessible learning environment through SSC meetings, EPAC meetings, EPAC LCAP/School Planning Input Survey, the Google Family Feedback system, Daily Live Interaction, and New Hire Orientation sessions. This concerted effort resulted in a 10% increase in participation in the EPAC input survey and family satisfaction on the survey. SSC and EPAC meeting attendance decreased throughout the school, making this a continued need at MY Academy.

Effectiveness of Action 3.4: Upholding a secure learning environment for all students was achieved through initiatives such as New Hire Orientation and weekly check-in meetings, Back-to-School Kickoff Week, the COPES program for suicide prevention and mental health support, and Project Safe. Consequently, 93-95% of survey respondents reported feeling safe and connected to MY Academy.

Effectiveness of Action 3.5: Office clerical staff fulfill requests for translated documents, records, and statements, while Student Administrative Services Technicians and classified staff actively support student engagement, performance, and parental involvement. This approach resulted in 93% of educational partners and students expressing a sense of connection to MY Academy.

Effectiveness of Action 3.6: The operational functioning of the school, overseen by the school's director in collaboration with various partners, ensured that MY Academy operated at a capacity where between 93-95% of survey respondents felt safe and connected to the school.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Due to declining participation in SSC and EPAC meetings throughout the past school year, MY Academy is committed to continuing the goal of connecting with families and community to support student learning and achievement into the next three-year cycle. To address this, there will be a concentrated effort to build and cultivate relationships with educational partners from the beginning of the upcoming academic year. This proactive strategy aims to facilitate stronger collaborations and encourage active involvement in crucial decision-making processes, ultimately fostering a more cohesive and supportive educational environment for all stakeholders. It's worth noting that our survey results have been positive. However, we've encountered challenges in engaging parents in virtual meetings, underscoring the importance of enhancing teacher-parent relationships.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

## Goals and Actions

### Goal

Goal #	Description
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.

### Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Student Achievement: Graduation Rate	<p>Dashboard All Grad Rate</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> <p>2018-29: 39.6% (48, 4 year cohort students), Graduates Meeting UC/CSU Req: 15.8% Graduates earning Golden State 5.3%</p>	<p>2020-21: 67.4% (43, 4 year cohort students), Graduates Meeting UC/CSU Req: 3.4%, Graduates earning Golden State 9%</p> <p>2020-21 DASS Graduation Rate: 93.3%</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> <p>2018-29: 39.6% (48, 4 year cohort students), Graduates Meeting UC/CSU Req: 15.8% Graduates earning Golden State 5.3%</p>	<p>Dashboard All Grad Rate 2022: 40%</p> <p>DASS Graduation Rate: 2021-22: 75%</p>	<p>Dashboard All Grad Rate 2022-23: 46%</p> <p>DASS Graduation Rate: 2022-23: 75%</p>	Increase the graduation rate 10% annually to reach 67% or higher graduation rate.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Access to a Broad Curriculum: College/Career Prepared  Pupils enrolled and completion in A-G courses required for UC/CSU Admission	Dashboard 2019 College/Career Prepared Rate All: 5.5% prepared English learners: 0% prepared Hispanic: 5.7% prepared	Enrolled in courses for UC/CSU admission: 57.03% Completed courses for UC/CSU admission: 8%	2022 College/Career Prepared Rate Students enrolled in UC/CSU Admission 19.64% Graduates who completed all courses for UC/CSU: 3.23%	2023 College/Career Prepared Rate Students enrolled in UC/CSU Admission 23.35% Graduates who completed all courses for UC/CSU: 6.24%	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	Ensuring students have access to classes that prepare them for college and careers. Pupil Achievement CTE Data Baseline set with Year 1 Outcome.	Number of students participating in CTE: 50 Percent of students that completed a CTE program and earn a high school diploma: -	0 students completed at least one CTE pathway	0 students completed at least one CTE pathway	Increase the CTE participation and completion rate annually by 2%

## Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

No substantive differences in planned actions and actual implementation of these actions

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

4.1 Budgeted expenditures were less than actual expenditures because fewer amount of students elected to take CTE courses.

4.2 Budgeted expenditures were less than actual expenditures because the school counselor vacated the position mid-year without replacement.

4.5 Budgeted expenditures were less than actual expenditures because travel expenses to engage students were not as expensive as anticipated.

4.7 Budgeted expenditures were greater than actual expenditures due to the increased enrollment of students receiving support at the Education Center of the Campo Kumeyaay Nation.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Effectiveness of 4.1: Our collaboration with community organizations such as the Possibility Project, One Safe Place, A Safe Place, the San Diego Housing Commission and the California Indian Manpower Consortium has impacted our progress towards goal 4, leading to a 6% increase in graduation rate.

Effectiveness of 4.2: A comprehensive monitoring system has been established to track students' progress from middle school through high school, identifying those who may be struggling. This includes the deployment of a full-time counselor, transcript audits, specialized content area support, and weekly one-on-one meetings. Consequently, all students now have access to a diverse range of academic pursuits, helping to increase our graduation rate by 6%.

Effectiveness of 4.3: High-quality instruction and curriculum aimed at fostering college and career readiness have been implemented, supported by academic interventions such as the Edmentum Catalog (comprising the A-G library and CTE library), Thrively, and the Pathful SST process initiated through the online staff portal by the Teacher on Record (ToR) and executed by the Assistant Director. Consequently, all students now have access to a wide array of academic opportunities.

Effectiveness of 4.4: The Guidance Counselor ensures that students in need receive necessary interventions, including monthly staff development sessions and Assessment and Accountability meetings. As a result, all students now have access to a broad course of study and a 3% increase in students fulfilling A-G requirements.

Effectiveness of 4.5: An annual review of student transcripts has been instituted to enable students to recover missed credits. This process, overseen by a full-time counselor who reviews transcripts each semester for both continuing and new students, ensures that all students have access to a comprehensive course of study and an A-G pathway, which has led to a 3% increase in students fulfilling A-G requirements.

Effectiveness of 4.6: The English Learner (EL) Testing Specialist has achieved a 100% completion rate for initial ELPAC assessments and a 90% completion rate for summative ELPAC assessments through effective training, communication, and feedback.

Effectiveness of 4.7: Following the lifting of COVID restrictions, monthly transit passes and YMCA memberships are once again available, ensuring that all students have access to transportation to and from their student/teacher meetings.

Effectiveness of 4.8: Counseling services are now provided to assist students in planning their post-secondary goals and connecting them with the Possibility Project. This support, offered by a full-time Counselor who collaborates with all students, including those with disabilities, on transition goals, ensures that students have access to a diverse range of academic pathways. This has led to a 3% increase in students fulfilling A-G requirements.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Despite strides forward, Goal 4 remains a work in progress. While we've achieved a commendable 6% rise in graduation rates and witnessed more students fulfilling UC/CSU prerequisites, we're still short of reaching the target. Further efforts are crucial to elevate graduation rates and enhance Career Technical Education (CTE) pathways. Consequently, the decision has been made to extend our pursuit of Goal 4 into the upcoming three-year cycle.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

## Instructions

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).

Complete the prompts as instructed for each goal included in the 2023–24 LCAP. Duplicate the tables as needed. The 2023–24 LCAP Annual Update must be included with the 2024–25 LCAP.

## Goals and Actions

### Goal(s)

#### Description:

Copy and paste verbatim from the 2023–24 LCAP.

#### Measuring and Reporting Results

- Copy and paste verbatim from the 2023–24 LCAP.

#### Metric:

- Copy and paste verbatim from the 2023–24 LCAP.

#### Baseline:

- Copy and paste verbatim from the 2023–24 LCAP.

#### Year 1 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

#### Year 2 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

#### Year 3 Outcome:

- When completing the 2023–24 LCAP Annual Update, enter the most recent data available. Indicate the school year to which the data applies.

#### Desired Outcome for 2023–24:

- Copy and paste verbatim from the 2023–24 LCAP.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Enter information in this box when completing the 2023–24 LCAP Annual Update.	Copy and paste verbatim from the 2023–24 LCAP.

## Goal Analysis

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

A description of any substantive differences in planned actions and actual implementation of these actions.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- Describe the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle. “Effectiveness” means the degree to which the actions were successful in producing the desired result and “ineffectiveness” means that the actions did not produce any significant or desired result.
  - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
  - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
  - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
  - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
    - The reasons for the ineffectiveness, and
    - How changes to the action will result in a new or strengthened approach.

California Department of Education  
November 2023



## Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Motivated Youth Academy	Bill Dobson Interim Director	bdobson@myacademy.org 619-343-2048

## Plan Summary [2024-25]

### General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Motivated Youth Academy (MYA) Charter School, sanctioned by the Mountain Empire Unified School District (MEUSD) in San Diego County, is a dynamic non-classroom-based public charter school in California. Established on July 1, 2014, MYA caters to students spanning from TK-12, as well as young adults aged 19-24. Accredited by the Western Association of Schools and Colleges until June 30, 2026, MYA upholds standards of excellence, demonstrating its commitment to continual enhancement.

Being a part of the Handle with Care initiative, overseen by the San Diego County District Attorney, underscores MYA's dedication to student welfare. Engaging in various programs such as Project Safe for Human Trafficking Education and Prevention, as well as COPES for Suicide and Prevention, further illustrates MYA's holistic approach to education.

On CBEDS day 2023-24, MYA reported an enrollment of 212 students, representing diverse backgrounds and needs. This includes the enrollment of 78.7% socioeconomically disadvantaged, 10.4% English Learners, 21.1% Special Education, 53.4% Homeless, and 0.8% Foster Youth. 54.9% of students enrolled in Motivated Youth Academy are Hispanic.

The school's commitment to student success is evident through its identification as a Dashboard Alternative School Status (DASS) Community of Practice. Schools must have an unduplicated count of at least 70 percent of the school's cumulative enrollment comprised of high-risk student groups to be eligible for DASS. MYA actively fosters collaborative relationships between all educational partners including, students, families, communities, and the school, providing a personalized, one-on-one, and supportive educational journey. Whether students seek credit recovery, early graduation, flexible schedules, or a non-traditional learning environment, MYA stands as an inclusive option.

MYA offers a tailored approach to learning, blending online and in-person instruction to accommodate diverse preferences and needs. With a focus on personalized learning plans, MYA empowers students to chart their educational journey through the Motivated Youth Personalized Learning Adventure Now (MY PLAN).

MYA's core values are: all are welcome, we celebrate the small things, we choose hope, we are servant leaders, feedback is critical, and we pursue gratitude. MY Academy believes in diversity, inclusivity, academic excellence, hope, service, feedback, and gratitude. By fostering this environment, MYA endeavors to create a learning community that thrives amidst the evolving landscape of the 21st century.

## Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Motivated Youth Academy Charter School is a Dashboard Alternative School Status Community of Practice (DASS CoP). As a result, we have a Memorandum of Understanding (MOU) with our authorizer, the Mountain Empire Unified School District (MEUSD), that defines alternative metrics to be considered in evaluating MY Academy's performance. These metrics are graduation rate, attendance rate, suspension rate, expulsion rate, course completion rate, and participation in WIOA programs.

Additional examination of performance is informed by an analysis of the California School Dashboard and local data. Motivated Youth Academy, also known as MY Academy, is dedicated to improving graduation rates for all students, particularly Hispanic students and socioeconomically disadvantaged students. We will also prioritize providing college and career opportunities for all students, particularly with special attention given to Hispanic students and socioeconomically disadvantaged students.

We take great pride in the commitment to ensuring regular student attendance, which we believe is fundamental to academic success. Our mission is centered on reducing high school dropout rates, combating chronic absenteeism, increasing A-G pathway completion rates, and enhancing graduation rates to equip our students for lifelong achievements. We recognize that maintaining student engagement necessitates collaborative efforts among all educational stakeholders, including students, families, teachers, and staff, who actively participate in planning and reviewing each student's academic progress.

At the commencement of every school year or their entrance date at MY Academy, all MYA students undergo local assessments aligned with our curriculum, providing valuable insights into their performance in core subjects such as math, language arts, and reading comprehension. Additionally, students complete social-emotional learning (SEL) assessments, offering information on their strengths, aptitude, habits of mind, and career interests. These assessments inform the development of individualized learning plans known as MY PLAN.

Our school prides itself on fostering a positive and inclusive environment where every student feels valued, respected, and connected to the MY Academy community. With a 0% suspension and expulsion rate, we prioritize maintaining open communication channels among all stakeholders to ensure a supportive climate conducive to student success.

We firmly believe that our educational partners play a crucial role in shaping our students' futures, as reflected in our recent Educational Partner Advisory Committee survey results, which demonstrated a 100% overall satisfaction rate and a strong sense of connection to the school among participants. Course completion rates serve as a testament to student engagement and learning, underscoring the dedication of our staff in supporting students and their families.

As part of our ongoing commitment to student success, MY Academy staff actively engage in professional development focusing on addressing the social-emotional needs of students and understanding their diverse backgrounds and communities. Our dynamic learning environment enables teachers to deliver contemporary, culturally relevant, and standards-aligned instruction, supported by bi-monthly workshops where best practices are shared across core subject areas.

Through partnerships such as the Possibility Project, we offer students opportunities to earn their high school diploma while gaining valuable career insights and support services such as career counseling and job search assistance.

Furthermore, our dedication to student well-being extends beyond academics, with MY Academy staff providing access to wrap-around resources including food, housing, health services, and social-emotional support. We are proud participants in initiatives such as the San Diego District Attorney's Handle With Care program and Project Safe, further demonstrating our commitment to student welfare.

Looking ahead, we are committed to building upon our successes by maintaining our focus on providing comprehensive student support and monitoring to ensure continued progress towards achieving our goals. We celebrate the significant reduction in chronic absenteeism rates, attributing this success to the efforts of our dedicated staff in nurturing meaningful relationships with students and educational partners, and delivering engaging and relevant curricula.

## Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Currently, our technical assistance efforts are focused on implementing Differentiated Assistance to increase our graduation rate by improving attendance and connections to school.

Differentiated Assistance involves tailoring support based on the unique requirements of each school or district after analyzing data through root cause analysis. This approach allows us to identify schools facing challenges related to graduation rates and provide targeted interventions. Through root cause analysis, we analyzed data with staff, educational partners, and community members to pinpoint areas for improvement and develop customized plans to address these issues effectively.

To increase graduation rates, our efforts include implementing early warning systems to identify at-risk students, providing academic support programs, and offering counseling services to address individual needs. Additionally, we collaborate with community partners to create support networks for students facing socio-economic challenges. Our efforts resulted in a 6% graduation rate increase in the past year.

Overall, our work in Differentiated Assistance aims to address the specific challenges faced at MY Academy, with a focus on increasing graduation rates by improving attendance through targeted interventions and ongoing support.

## Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

### ***Schools Identified***

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Motivated Youth Academy Charter School

### ***Support for Identified Schools***

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

School-level needs assessment:

MY Academy's school-level needs assessment revealed a need to increase the graduation rate. Since we are a Dashboard Alternative School Status Community of Practice, many students enter MY Academy already past their 4 or 5-year window to graduate and, after a transcript review, come in behind the number of credits needed to graduate. This indicates a resource inequity for those students. MY Academy's goal is to catch students up and move them toward graduation, which requires continuous monitoring of school and student data. Resource inequities are determined through multiple measures, primarily qualitative data based on individual weekly student-teacher meetings that are a regularly scheduled part of our independent study program. A smaller class-size, resulting in a lower student-teacher ratio will increase the frequency of one-on-one teacher meetings. The result will be that each student's MY PLAN improves in cultural responsiveness based on their individual learning styles and needs. MY Academy partnered with Educational partners in several ways including through weekly student-teacher meetings, School Site Council Meetings, Educational Partner Advisory Committee Meetings, a student Kiva Panel, and the Education Center of the Campo Kumeyaay Nation.

Evidence-based interventions:

The CSI funds will be used to hire a temporary credentialed math teacher that will provide targeted instruction and academic intervention to students at-risk of not graduating. Research indicates that certified teachers delivering math instruction have shown a statistically significant positive impact on math achievement, with five studies supporting this finding. (<https://files.eric.ed.gov/fulltext/ED545233.pdf>). MY Academy will also provide support through two Student Success Coordinators, who will play a pivotal role in connecting students to various resources and support services, further enhancing their academic journey and increasing their chances of success and graduation. The goal is to create small, personalized communities for monitoring and support.

Describe how the CSI funds will be used to support the needs assessment and root cause analysis process to address the reasons for identification:

Based on the review of needs assessment data, a focus on increasing the ALL student, Hispanic, and Socioeconomically Disadvantaged

student graduation rate to move them from the RED performance level requires monitoring of students' work records and assessments to help students stay on track to meet graduation requirements.

Root cause analysis:

Many students who transfer into the school as 11th, 12th, or 2nd-year seniors are credit deficient. This contributes to a larger senior class every year and impacts the Motivated Youth Academy percentage of graduates.

CSI Goal 1: Continuous monitoring of school and student data to identify when and where interventions should be applied to prevent students from falling off track for graduation

CSI Goal 2: Provide intensive, individualized support to students who have fallen off track and face significant challenges to success

CSI Goal 3: Create small, personalized communities to facilitate monitoring and support. Check and Connect is a dropout prevention strategy that relies on close monitoring of school performance, mentoring, case management, and other supports.

## ***Monitoring and Evaluating Effectiveness***

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Monitoring the plan:

MY Academy will monitor the plan using a variety of methods, including LCAP goals and actions, surveys, attendance rate, course completion rate, and graduation rate. At the regularly scheduled weekly meeting with the Teacher of Record, students' wellness survey, attendance, course completion, MY PLAN will be reviewed as the method, process, plan to collect, organize, and examine the data.

Evaluation of Effectiveness

Evaluating the effectiveness of the CSI plan will be an ongoing process that includes weekly teacher monitoring of student work and course completion. Annual input surveys and the annual review of the school plan for student achievement that focus on ensuring students are on track to graduate from high school are monitored and reviewed. The LCAP input survey and annual review of the goals and actions steps that focus on ensuring students are on-track to graduate from high school are reported at parent and teacher meetings and reviewed by the Director and Assistant Director. Data from the input surveys and input meetings are collected by the Director and Assistant Director. The LCAP, WASC, and CSI are aligned in the School Plan for Student Achievement.

MYA uses multiple progress monitoring tools to evaluate student academic progress and achievement. Students who fall behind grade level or who are not meeting expected progress benchmarks are supported through their Teacher of Record and Student Success Coordinator. Team meetings are conducted to identify barriers to students' learning and to put supports and interventions in place to support the student's academic success. The Director, Assistant Director, Teachers of Record, Student Success Coordinators, Content Area Specialists, the School Counselor, and School Psychologist work to support and monitor the progress of students who fall behind or who are not making expected learning gains. Targeted supports for English Learners will be provided by collaboration between MYA's EL Coordinator and the students' Teacher of Record. Low-income students will be supported by collaboration between the Director, Assistant Director, Teachers of Record, Content Area Specialists, School Counselor, and School Psychologist. Homeless and Foster Youth students will be supported with

targeted interventions through the homeless youth liaison, credentialed teachers, the school counselor, the school psychologist, and the school administration. Students with exceptional needs will be provided with targeted interventions and supports outlined in Individual Educational Programs (IEPs) and will have the support of SAI providers, case managers, a program specialist, credentialed teachers, school counselors, a school psychologist, related service providers, and school administration. The effectiveness of implemented strategies will be measured and monitored by teachers and the intervention specialist through summative post-assessments and projects, course completion rates, student observation, and discussion of goals met at team meetings.

# Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
Teachers	Weekly Zoom meetings on Mondays Collaboration topics: Establishing an Educational Partner Advisory Committee (EPAC) Increase parent understanding of the need for student assessments Expand CTE Create student leadership opportunities Identify internships and job shadowing programs for students Provide "real-world" work environment field trip opportunities Focus on teaching study skills and helping students set personal goals Professional development to support students who have dealt with loss or trauma Kelvin Pulse Surveys
Administrators	Weekly zoom meetings on Fridays
Other School Personnel	Bi-Monthly zoom meetings on Fridays Kelvin Surveys
Parents	EPAC Surveys SSC-School Site Council members include diverse educational partners representing students with disabilities, English Learners, and low-socioeconomic and students EPAC Meetings Weekly Meetings with school staff

Educational Partner(s)	Process for Engagement
Students	Surveys SSC EPAC Weekly Meetings with school staff
Community Members	MY Academy works with community partners such as the Possibility Project, Project Safe, Handle with Care, Respect Project, COPES, and the Campo Education Center to align MY Academy strategies and goals to facilitate student success. These meetings occur weekly, quarterly, annually, or as needed.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

The LCAP is shaped by feedback from educational partners through various channels. EPAC surveys provide quantitative data, while EPAC and SSC meetings foster dialogue and recommendations with educational partners. Weekly staff meetings allow frontline input, and monthly staff Kelvin surveys offer qualitative insights. Monthly community partner meetings bridge connections with the broader community. This multifaceted feedback loop ensures the LCAP remains responsive to the evolving needs of students, educators, and the community, promoting collaborative governance and continuous improvement in education.

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
1	We will enhance the academic performance of every student by implementing effective teaching methods, providing a stimulating curriculum, and utilizing assessments aligned with language arts, mathematics, and reading comprehension. This approach aims to facilitate the progress of all students, including students furthest from educational justice, which may include students with disabilities, multilingual learners, socioeconomic disadvantaged, homeless, foster, black, Latinx, and Native American youth.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning) Priority 2: State Standards (Conditions of Learning) Priority 4: Pupil Achievement (Pupil Outcomes) Priority 7: Course Access (Conditions of Learning) Priority 8: Other Pupil Outcomes (Pupil Outcomes)
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An explanation of why the LEA has developed this goal.

We have developed this broad goal to address the diverse needs of students at MY Academy Charter School. The overarching aim is to support every student in achieving academic success. To achieve this, the focus is on closely monitoring each student's academic progress. Continuous monitoring of student data allows for promptly identifying those who may be struggling and implementing necessary interventions. The goal is to ensure that all students, including those who may arrive credit deficient, are equipped with the essential reading and math skills required to pass their classes and graduate. Given that over 70% of students fall into at-risk categories, the school operates as a Dashboard Alternative School Status (DASS) Community of Practice. Various metrics such as Exact Path, CAASPP, ELPAC, and end-of-course assessments are tracked to ensure students remain on track towards graduation.
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## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	Student Achievement: Course Completion Rate	93.3% Course Completion Rate			Maintain an average course completion rate of 85% or higher, as measured by the	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
					number of courses completed and subsequent credits earned	
1.2	Student Achievement: Graduation Rate	<p>Dashboard All Grad Rate 2022-23: 46%</p> <p>DASS Graduation Rate: 2022-23: 75%</p>			<p>Adult drop-out recovery program student population (ages 18 - 25): 85% Graduation Rate</p> <p>School-aged student population: 90% Graduation Rate</p>	
1.3	Student Achievement: CAASPP ELA	<p>2023 Baseline: ELA met or exceeded:</p> <p>All Students: 34.44%</p> <p>English Learners: No Data</p> <p>Socioeconomic: 27.11%</p> <p>Special Ed: 9.09%</p> <p>11th grade outcomes (EAP)</p> <p>Level 1 (Standard Not Met): 34.29%</p> <p>Level 2 (Standard Nearly Met): 22.86%</p> <p>Level 3 (Standard Met): 25.71%</p> <p>Level 4 (Standard Exceeded): 17.14%</p>			yearly 2% increase	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.4	Student Achievement: CAASPP Math	<p>2023 Baseline: Math met or exceeded:</p> <p>All Students: 11.11% English Learners: No Data Socioeconomic: 8.47% Special Ed: 0%</p> <p>11th grade outcomes (EAP): Level 1 (Standard Not Met): 62.86% Level 2 (Standard Nearly Met): 25.71% Level 3 (Standard Met): 5.71% Level 4 (Standard Exceeded): 5.71%</p>			yearly 2% increase	
1.5	Student Achievement: CAASPP Science	<p>2023 Science met or exceeded:</p> <p>All Students: 17.46% English Learners: No Data Socioeconomic: 10.81% Special Ed: No Data</p>			yearly 2% increase	
1.6	Student Achievement: ELPAC (English Language Proficiency Assessment for California)	<p>2022-2023</p> <p>Level 1 (Beginning to Develop): 16.67% Level 2 (Somewhat Developed): 27.78% Level 3 (Moderately Developed): 50%</p>			yearly 2% increase	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Level 4 (Well Developed): 5.56%  19.6% reclassification rate				
1.7	State Standards: Implementation of State Standards and access to curriculum-aligned instructional materials	Standard Met Curriculum and instructional materials are aligned to State Standards.  Full Implementation and Sustainability in providing professional learning for teaching to the academic standards in ELA, ELD, Mathematics, Next Generation Science Standards, History-Social Science  Full Implementation and Sustainability in making instructional materials that are aligned to the academic standards available in ELA, ELD, Mathematics, Next Generation Science Standards, History-Social Science			Maintain implementation and sustainability of the State Standards against the CDE State Standards Reflection Too	
1.8	State Local Indicator Basic Services: Conditions of Learning,	Standard Met 100% of teachers are appropriately			Maintain 100% of teachers are appropriately	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	State Priority: Basic Qualified and Effective Teachers, Teacher Credentialing	credentialed for the courses they teach  MY Academy is online-based and the FIT does not apply.			credentialed for the courses they teach	
1.9	State Local Indicator Basic Services: Conditions of Learning: Textbooks: Availability of textbooks and other instructional materials	Standard Met 0% Students lacking textbooks and other instructional materials			Maintain the availability of online, textbook, and teacher created curriculum to meet the individual needs of students	
1.11						

## Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

## Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Academic Achievement - Student Achievement	1.1 We will engage in an in-depth analysis of student assessment to provide effective instruction and a challenging and engaging independent study program.		No
1.2	Monitoring Student Progress - Student Achievement, School Counselor	1.2 The School Counselor will oversee the academic progress of all students, including Hispanic students and socioeconomically disadvantaged students, low-income pupils, Foster Youth, English Learners, and Students with Disabilities by regularly assessing their proficiency in state and local assessments. This review process aims to evaluate student learner outcomes comprehensively, ensuring academic success. If necessary, the counselor will refer students to the Response to Intervention (RTI), Student Success Team (SST), or Individualized Education Program (IEP) team for additional support and intervention. (LI, FY, EL, SWD)		Yes
1.3	Academic Content - Implementation of State Standards - Curriculum, Materials and Supplies	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	\$87,300.00	No
1.4	Professional Development	1.4 Provide professional development opportunities for teachers to equip them with information and resources to better serve their students (ALL, EL, SWD, FY, LI) and educational partners (parents, extended family members, and educational rights holders).	\$75,800.00	Yes

Action #	Title	Description	Total Funds	Contributing
<b>1.5</b>	Learner Outcomes - Student Achievement	1.5 Students will be provided with instructional strategies connected to the grade level curriculum to become creative and complex thinkers, effective communicators, community/global participants, and empowered independent learners. (WASC) (All Students) (CSI)		
<b>1.6</b>	Other Student Outcomes - SWD test participation, Certificated and Student Success Coordinator, SPED staffing costs	1.6 The Motivated Youth Academy Charter School Performance Indicator Review (PIR) plan will continue to monitor for progress of the planned strategies/activities to improve the participation rate of Students with Disabilities (SWDs) in ELA and Mathematics CAASPP tests.	\$560,883.00	No
<b>1.7</b>	Interventions - Classified Salaries, Content Area Specialists, Exact Path, EL Foundations	1.7 Targeted interventions for students (ALL, EL, SWD, FY, SED) struggling to meet grade level proficiency through increased services and supports for unduplicated students.	\$353,319.00	Yes
<b>1.8</b>	Academic Achievement - Student Achievement-Student Success Coordinator	1.8 Student Success Coordinator to increase services and supports for unduplicated students.	\$217,516.00	Yes

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
2	We will foster a high ADA and cultivate a positive school environment by delivering top-notch educators, implementing best practices, and employing interventions to guarantee the engagement and achievement of all students, including students furthest from educational justice, which may include students with disabilities, multilingual learners, socioeconomic disadvantaged, homeless, foster, black, Latinx, and Native American youth.	Maintenance of Progress Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)  
 Priority 2: State Standards (Conditions of Learning)  
 Priority 4: Pupil Achievement (Pupil Outcomes)  
 Priority 5: Pupil Engagement (Engagement)  
 Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

We recognize that students who consistently attend school demonstrate higher levels of engagement, achievement, and graduation rates. The goal and actions prioritize fostering engagement and connectedness among students, families, and teachers to achieve a high average daily attendance.

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Attendance Rate	94%			Attendance rate of 85% or higher	
2.2	Expulsion Rate	0%			Expulsion rate of 5% or less	
2.3	Suspension Rate	0%			Suspension rate of 5% or less	
2.4	Chronic Absenteeism	2022-23 Chronic Absenteeism: All: (294), (47) 16.0%			Annually increase attendance rate to decrease chronic	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Hispanic: (163), (23) 14.1% Am. Indian: (14), (3) 21.4% White: (74), (15) 20.3% EL: (25), (9) 36% Socioeconomic:(224), (41) 18.3% Students with Disabilities: (58), (10) 17.2%			absenteeism rate by 5%.	
2.5	Basic Qualified/Effective Teachers	100% of teachers are appropriately credentialed for the courses they teach			Maintain 100% of teachers are appropriately credentialed for then courses they teach	

## Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

## Actions

Action #	Title	Description	Total Funds	Contributing
<b>2.1</b>	School Climate - 4.2 School Counselor	The emphasis will be on enhancing school climate and student engagement, with a specific aim to maintain or increase by reducing chronic absenteeism by 2% annually. We will ensure the availability of interventions at all educational tiers, along with dedicated School Counselors and Credit Recovery Options for secondary-level students. (WASC)		No
<b>2.2</b>	Highly Qualified Teachers - Basic Services - Salaries and Benefits	2.2 To meet the needs of 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.	\$1,323,575.00	No
<b>2.3</b>	Technology - Course Access, Laptops and Hotspots	2.3 Purchase technological devices and offer professional development to enhance student engagement and cultivate 21st-century skills. Additionally, we will ensure access to instruction as required. Moreover, we will provide targeted instruction to enhance or augment services for unduplicated students in utilizing technology, including but not limited to Google applications, presentation tools, Chrome extensions, and visual/audio learning aids.	\$134,303.00	Yes
<b>2.4</b>	Student Progress Communication - Parent Involvement	2.4 We will maintain regular communication with parents to keep them informed about their child's progress, upcoming events, and to enhance their understanding and support for the importance of assessments as a tool for improving learning outcomes. The goal is to achieve 95% participation in all required assessments across all student groups.		Yes

Action #	Title	Description	Total Funds	Contributing
<b>2.5</b>	Professional Development - School Climate	2.5 We will create a comprehensive plan to establish an equitable learning environment that addresses the social, emotional, and mental health needs of both students and staff. This plan will encompass preventive measures, responsive actions, and aftercare strategies. We will systematically collect and review data to assess the effectiveness of the plan and actions, and allocate resources and provide professional development accordingly.		No
<b>2.6</b>	Professional Development - School Climate	2.6 Professional Development/training in Cultural Awareness		No
<b>2.7</b>	Professional Development - School Climate	Training in Youth Mental Health First Aid and training in referral to available community resources through counselors, school psychologists, and Student Success Coordinators. (WASC)		No
<b>2.8</b>	Professional Development - School Climate	Address suicide prevention intervention, and post-intervention (i.e. intervention for the bereaved) for all students and staff through the adoption of board policies and annual staff training.		No
<b>2.9</b>	School Climate	2.9 We will identify, monitor, and support all students who are struggling with regular attendance with particular emphasis on unduplicated student populations.		Yes

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
3	We will establish connections and partnerships with our families and community to increase engagement and involvement and ensure safety and satisfaction to support student learning and achievement for all students, including students furthest from educational justice, which may include students with disabilities, multilingual learners, socioeconomic disadvantaged, homeless, foster, black, Latinx, and Native American youth. Effective and meaningful transparent communication will provide all educational partners opportunities for input in decision-making at the program and charter levels.	Maintenance of Progress Goal

### State Priorities addressed by this goal.

Priority 3: Parental Involvement (Engagement)  
 Priority 5: Pupil Engagement (Engagement)  
 Priority 6: School Climate (Engagement)

### An explanation of why the LEA has developed this goal.

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:

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 and parents, and establish community partnerships.

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Attendance Rate	94%			Attendance rate of 85% or higher	
3.2	Expulsion Rate	0%			Expulsion rate of 5% or less	
3.3	Suspension Rate	0%			Suspension rate of 5% or less	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.4	LCAP Input Survey	2023: 92 participants 20.7% English Learners 4.3% Low Socioeconomic 15.2% Students with Disabilities 53.3% Student participant 24.9% Parent participant 5.4% Community member participant			Increase LCAP Input Survey Participation by 5% annually.	
3.5	LCAP Input Survey - Overall Satisfaction Rate	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 their 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.			Achieve 95% Satisfaction Rate	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.6	Parent and Family Engagement Policy Review	Parent and Family Engagement Policy reviewed annually			Review and update annually	
3.7	School Safety Plan and Training	All School Staff trained annually			Review and train annually	

## Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

## Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Educational Partner Engagement and Partnerships	3.1 MYA will solicit parent input via surveys, meetings, and conferences to gauge educational partner engagement and ensure transparent communication, fostering opportunities for all parents to participate and provide input, with specific emphasis on Hispanic students and socioeconomically disadvantaged students.		No

Action #	Title	Description	Total Funds	Contributing
<b>3.2</b>	R&B Communication -Student Engagement/Parent Involvement	3.2: MYA will build relationships with all students by ensuring timely notification of surveys, parent meetings, and board meetings to all families via email, website, and social media, prioritizing engagement of unduplicated students, with particular emphasis on Hispanic students and socioeconomically disadvantaged students. This is a required action due to low performance for Hispanic and SED students.	\$15,175.00	
<b>3.3</b>	Student Engagement/Parent Involvement and Relationships Safe School	3.3 MYA will build relationships by fostering inclusive and safe learning environments for all educational partners, including parents, extended family, teachers, and students, particularly targeting Hispanic students and socioeconomically disadvantaged students. This is a required action due to low performance for Hispanic and SED students.		
<b>3.4</b>	School Climate- Safe Learning Environment	3.4 MYA will continue to maintain a safe learning environment for all students by training the teachers and staff on schoolwide safety plans.		No
<b>3.5</b>	School Climate - Student Administrative Technician and classified staff to support student engagement, performance, and parent involvement.	3.5: Provide translation as necessary upon request for notices and documents sent to EL students, parents, or guardians (EL). Utilize Student Administrative Technicians and classified staff to enhance student engagement, performance, and parental involvement.	\$86,150.00	Yes
<b>3.6</b>	Basic Services- Operations of the School: Charter Impact, Keyn Solutions	3.6 Operations of the school	\$183,565.00	No

Action #	Title	Description	Total Funds	Contributing
3.7	Student Engagement	3.7 Develop opportunities for all students, specifically English Learners, Foster Youth, and Socioeconomically Disadvantaged, to participate in group activities: CTE, College visit opportunities, Collaborative learning opportunities, sports, and leadership opportunities.		Yes

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
4	We will ensure that all students, including students furthest from educational justice, which may include students with disabilities, multilingual learners, socioeconomic disadvantaged, homeless, foster, black, Latinx, and Native American youth, have access to college and career opportunities while in high school and are on track to graduate from high school.	Broad Goal

### State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)  
 Priority 2: State Standards (Conditions of Learning)  
 Priority 4: Pupil Achievement (Pupil Outcomes)  
 Priority 5: Pupil Engagement (Engagement)  
 Priority 6: School Climate (Engagement)  
 Priority 7: Course Access (Conditions of Learning)  
 Priority 8: Other Pupil Outcomes (Pupil Outcomes)

### An explanation of why the LEA has developed this goal.

With a dedicated focus on assisting students in reaching their goals of high school graduation and readiness for college and career, this goal emphasizes the monitoring of individual student progress toward graduation. Continuous assessment of student data is vital in identifying those who may be facing challenges, enabling timely interventions to support their journey to successful course completion and graduation. We monitor metrics such as Graduation Rate, College/Career Preparedness, and CTE participation to ensure students are on the right path towards graduation and their aspirations beyond.

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.1	Student Achievement: Graduation Rate	Dashboard All Grad Rate 2022-23: 46%  DASS Graduation Rate: 2022-23: 75%			Adult drop-out recovery program student population (ages 18 - 25): 85% Graduation Rate	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
					School-aged student population - 90% Graduation Rate	
4.2	Student Achievement: Course completion rate	Course Completion Rate: 93.3%			Maintain an average course completion rate of 85% or higher, as measured by the number of courses completed and subsequent credits earned	
4.3	Access to a Broad Curriculum: College/Career Prepared  Pupils enrolled and completion in A-G courses required for UC/CSU Admission	2023 College/Career Prepared Rate Students enrolled in UC/CSU Admission 23.35%  Graduates who completed all courses for UC/CSU: 6.24%			Increase the A-G course participation and completion annually by 2% to increase the College/Career Prepared Rate	
4.4	Access to a Broad Curriculum: College and Career Indicators	8.3% prepared  6.7% approaching prepared  85% not prepared			Increase prepared and approaching prepared by 2% annually.	

## Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

## Actions

Action #	Title	Description	Total Funds	Contributing
4.1	CTE - Course Access - KRA	4.1: Develop a comprehensive College and Career Readiness program, expand Career Technical Education offerings, and facilitate connections between high school/young adults and community resources and agencies, with a specific focus on serving English Learners, Foster Youth, and Socioeconomically Disadvantaged students.	\$46,880.00	Yes
4.2	Student Achievement-School Counselor	4.2 Track all students' progress from middle school to high school to pinpoint those facing challenges with consistent attendance and course completion, with a particular emphasis on Hispanic students and socioeconomically disadvantaged students, ensuring they remain on the path to high school graduation.	\$38,537.00	Yes

Action #	Title	Description	Total Funds	Contributing
<b>4.3</b>	Course Access-Curriculum, Instruction, Interventions	4.3 Deliver top-notch instruction and curriculum that fosters college and career readiness while incorporating academic interventions for all students, with special attention given to Hispanic students and socioeconomically disadvantaged students. Evaluate and enhance the high school curriculum to ensure it remains engaging and rigorous, effectively supporting college and career preparedness.		No
<b>4.4</b>	Student Achievement Academic Interventions - Thrively	4.4 The School Counselor will review student transcripts to facilitate credit recovery and completion of an A-G Pathway for all students. They will also ensure struggling students, particularly Hispanic students and Socioeconomically Disadvantaged students, receive suitable interventions, including access to test preparation resources.	\$3,800.00	
<b>4.5</b>	Student Achievement - Student Progress - Student Success Coordinator	4.5: The Student Success Coordinator will enhance access for all students, including English Learners, Foster Youth, Socioeconomically Disadvantaged, other unduplicated student groups, and students with disabilities, by fostering stronger connections among teachers, content area specialists, counselors, and the school psychologist. Additionally, they will facilitate connections between students and families and community wrap-around services to create an equitable learning environment. They will identify barriers and provide necessary services to overcome them.	\$62,034.00	
<b>4.6</b>	Student Achievement - EL Testing Specialist	4.6 English Learner (EL) Testing Specialist	\$27,514.00	Yes
<b>4.7</b>	Student Engagement - Transit passes, YMCA, Campo Ed Center food	4.7 Students, with a focus on English learners, Foster Youth, and Socioeconomically Disadvantaged students, will receive a monthly transit pass, San Diego County YMCA membership, and lunch at the Campo Education Center upon student request or staff recommendation, as needed.	\$7,010.00	Yes
<b>4.8</b>	Student Engagement	4.8 Counseling services are provided to all students for post-secondary goal planning, including connections to the Possibility Project and other		No

Action #	Title	Description	Total Funds	Contributing
		post-graduation opportunities, as well as monitoring students' paths after graduation, with a particular emphasis on Hispanic students and socioeconomically disadvantaged students.		

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2024-25]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$778,221	\$83,200

## Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
27.907%	0.000%	\$0.00	27.907%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

## Required Descriptions

### LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.2	<b>Action:</b> Monitoring Student Progress - Student Achievement, School Counselor  <b>Need:</b> Graduation rate needs to increase  <b>Scope:</b> LEA-wide	Monitoring student course completion will increase graduation rate	1.1

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.4	<b>Action:</b> Professional Development  <b>Need:</b> Low graduation rate  <b>Scope:</b> LEA-wide	Professional development opportunities provide teachers with resources to support students through graduation	1.2
1.7	<b>Action:</b> Interventions - Classified Salaries, Content Area Specialists, Exact Path, EL Foundations  <b>Need:</b> Reducing disparity between ALL students and unduplicated students  <b>Scope:</b> LEA-wide		1.3, 1.4
1.8	<b>Action:</b> Academic Achievement -Student Achievement- Student Success Coordinator  <b>Need:</b> Low graduation rate  <b>Scope:</b> LEA-wide	Additional student support will increase student attendance and course completion	1.2

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
<b>2.3</b>	<b>Action:</b> Technology - Course Access, Laptops and Hotspots  <b>Need:</b> Student use of technology and tools needs improvement  <b>Scope:</b> LEA-wide	Use of technology tools will increase student engagement, ADA, and reduce chronic absenteeism	2.1, 2.4
<b>2.4</b>	<b>Action:</b> Student Progress Communication - Parent Involvement  <b>Need:</b> Student participation in state and local assessments to inform instructional practices  <b>Scope:</b> LEA-wide	Parent support will increase student attendance and decrease chronic absenteeism	2.1, 2.4
<b>2.9</b>	<b>Action:</b> School Climate  <b>Need:</b> Decrease chronic absenteeism  <b>Scope:</b> LEA-wide	Monitoring and supporting students that are chronically absent will increase ADA and decrease chronic absenteeism	2.1, 2.4
<b>3.2</b>	<b>Action:</b> R&B Communication -Student Engagement/Parent	Building relationships with parents, families, and educational partners will increase participation in school events and surveys and overall satisfaction.	3.4, 3.5

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>Involvement</p> <p><b>Need:</b> Low parent participation in school events, meetings, and surveys</p> <p><b>Scope:</b></p>		
<b>3.3</b>	<p><b>Action:</b> Student Engagement/Parent Involvement and Relationships Safe School</p> <p><b>Need:</b> Low parent participation in school events, meetings, and surveys</p> <p><b>Scope:</b></p>	Building relationships with parents, families, and educational partners will increase attendance, participation in school events and surveys and overall satisfaction.	3.1, 3.4, 3.5
<b>3.5</b>	<p><b>Action:</b> School Climate - Student Administrative Technician and classified staff to support student engagement, performance, and parent involvement.</p> <p><b>Need:</b> Chronic absenteeism rate identified barriers to student participation in education</p> <p><b>Scope:</b></p>	SSC removes barriers to student participation and success in school to increase attendance rate, maintain suspension and expulsion rates, and increase satisfaction rate.	3.1, 3.2, 3.3, 3.4

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	LEA-wide		
<b>3.7</b>	<b>Action:</b> Student Engagement  <b>Need:</b> Students want collaborative learning opportunities  <b>Scope:</b> LEA-wide	Providing opportunities for collaborative learning will increase student attendance, school-connectedness, and satisfaction	3.1, 3.5
<b>4.1</b>	<b>Action:</b> CTE - Course Access - KRA  <b>Need:</b> Need for students ages 19-24 to participate in career development programs and employment opportunities  <b>Scope:</b> LEA-wide	Connecting students with colleges and community partners will increase student participation in these programs.	4.5
<b>4.2</b>	<b>Action:</b> Student Achievement-School Counselor  <b>Need:</b> Low graduation rate  <b>Scope:</b> LEA-wide	Targeting students in need will increase course completion rate and graduation rate	4.1, 4.2

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
<b>4.4</b>	<b>Action:</b> Student Achievement Academic Interventions - Thrively  <b>Need:</b> Low graduation rate  <b>Scope:</b>	Counseling services will target students in need and increase course completion rate and graduation rate	4.1, 4.2
<b>4.5</b>	<b>Action:</b> Student Achievement - Student Progress - Student Success Coordinator  <b>Need:</b> Low graduation rate  <b>Scope:</b>	SSC services will target students in need and increase course completion rate and graduation rate	4.1, 4.2
<b>4.7</b>	<b>Action:</b> Student Engagement - Transit passes, YMCA, Campo Ed Center food  <b>Need:</b> School attendance  <b>Scope:</b> LEA-wide	Basic needs must be met in order for students to attend school	4.1, 4.2

## Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
4.6	<b>Action:</b> Student Achievement - EL Testing Specialist  <b>Need:</b> Course completion rate  <b>Scope:</b> Limited to Unduplicated Student Group(s)	EL testing specialist targets needs of EL students to complete courses	4.2

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

## Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		38.72:1

<b>Staff-to-student ratios by type of school and concentration of unduplicated students</b>	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of certificated staff providing direct services to students		11.58:1

# 2024-25 Total Expenditures Table

LCAP Year	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
Totals	\$2,788,672	778,221	27.907%	0.000%	27.907%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$2,700,170.00	\$276,810.00		\$246,381.00	\$3,223,361.00	\$2,630,163.00	\$593,198.00

Goal #	Action #	Action Title	Student Group(s)		Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Academic Achievement - Student Achievement	All Students with Disabilities		No												
1	1.2	Monitoring Student Progress - Student Achievement, School Counselor	English Foster Low	Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income										
1	1.3	Academic Content - Implementation of State Standards - Curriculum, Materials and Supplies	All		No					\$0.00	\$87,300.00	\$87,300.00				\$87,300.00	
1	1.4	Professional Development	English Foster Low	Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$0.00	\$75,800.00	\$65,800.00			\$10,000.00	\$75,800.00	
1	1.5	Learner Outcomes - Student Achievement															
1	1.6	Other Student Outcomes - SWD test participation, Certificated and Student Success Coordinator, SPED staffing costs	Students with Disabilities		No					\$530,783.00	\$30,100.00	\$316,003.00	\$214,776.00		\$30,104.00	\$560,883.00	
1	1.7	Interventions - Classified Salaries, Content Area Specialists, Exact Path, EL Foundations	English Foster Low	Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$345,319.00	\$8,000.00	\$353,319.00				\$353,319.00	
1	1.8	Academic Achievement - Student Achievement- Student Success Coordinator	English Foster Low	Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$216,516.00	\$1,000.00	\$174,683.00			\$42,833.00	\$217,516.00	
2	2.1	School Climate - 4.2 School Counselor	All		No												

Goal #	Action #	Action Title	Student Group(s)		Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
2	2.2	Highly Qualified Teachers - Basic Services - Salaries and Benefits	All		No					\$1,323,575.00	\$0.00	\$1,160,131.00			\$163,444.00	\$1,323,575.00	
2	2.3	Technology - Course Access, Laptops and Hotspots	English Foster Low	Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$0.00	\$134,303.00	\$134,303.00				\$134,303.00	
2	2.4	Student Progress Communication - Parent Involvement	English Foster Low	Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income										
2	2.5	Professional Development - School Climate	All		No												
2	2.6	Professional Development - School Climate	All		No												
2	2.7	Professional Development - School Climate	All		No												
2	2.8	Professional Development - School Climate	All		No												
2	2.9	School Climate	English Foster Low	Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income										
3	3.1	Educational Partner Engagement and Partnerships	All		No												
3	3.2	R&B Communication - Student Engagement/Parent Involvement	English Foster Low	Learners Youth Income			English Learners Foster Youth Low Income			\$0.00	\$15,175.00	\$15,175.00				\$15,175.00	
3	3.3	Student Engagement/Parent Involvement and Relationships Safe School	English Foster Low	Learners Youth Income			English Learners Foster Youth Low Income										
3	3.4	School Climate- Safe Learning Environment	All		No												
3	3.5	School Climate - Student	English Foster	Learners Youth	Yes	LEA-wide	English Learners Foster Youth			\$85,885.00	\$265.00	\$86,150.00				\$86,150.00	

Goal #	Action #	Action Title	Student Group(s)		Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
		Administrative Technician and classified staff to support student engagement, performance, and parent involvement.	Low	Income			Low Income										
3	3.6	Basic Services-Operations of the School: Charter Impact, Keyn Solutions	All		No					\$0.00	\$183,565.00	\$183,565.00				\$183,565.00	
3	3.7	Student Engagement	English Foster Low	Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income										
4	4.1	CTE - Course Access - KRA	English Foster Low	Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$0.00	\$46,880.00	\$46,880.00				\$46,880.00	
4	4.2	Student Achievement-School Counselor	English Foster Low	Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$38,537.00	\$0.00	\$38,537.00				\$38,537.00	
4	4.3	Course Access-Curriculum, Instruction, Interventions	All		No												
4	4.4	Student Achievement Academic Interventions - Thrively	English Foster Low	Learners Youth Income			English Learners Foster Youth Low Income			\$0.00	\$3,800.00	\$3,800.00				\$3,800.00	
4	4.5	Student Achievement - Student Progress - Student Success Coordinator	English Foster Low	Learners Youth Income			English Learners Foster Youth Low Income			\$62,034.00	\$0.00		\$62,034.00			\$62,034.00	
4	4.6	Student Achievement - EL Testing Specialist	English	Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners			\$27,514.00	\$0.00	\$27,514.00				\$27,514.00	
4	4.7	Student Engagement - Transit passes, YMCA, Campo Ed Center food	English Foster Low	Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$0.00	\$7,010.00	\$7,010.00				\$7,010.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
4	4.8	Student Engagement	All	No												

# 2024-25 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$2,788,672	778,221	27.907%	0.000%	27.907%	\$934,196.00	0.000%	33.500 %	<b>Total:</b>	\$934,196.00
								<b>LEA-wide Total:</b>	\$906,682.00
								<b>Limited Total:</b>	\$27,514.00
								<b>Schoolwide Total:</b>	\$0.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.2	Monitoring Student Progress - Student Achievement, School Counselor	Yes	LEA-wide	English Learners Foster Youth Low Income			
1	1.4	Professional Development	Yes	LEA-wide	English Learners Foster Youth Low Income		\$65,800.00	
1	1.7	Interventions - Classified Salaries, Content Area Specialists, Exact Path, EL Foundations	Yes	LEA-wide	English Learners Foster Youth Low Income		\$353,319.00	
1	1.8	Academic Achievement - Student Achievement-Student Success Coordinator	Yes	LEA-wide	English Learners Foster Youth Low Income		\$174,683.00	
2	2.3	Technology - Course Access, Laptops and Hotspots	Yes	LEA-wide	English Learners Foster Youth Low Income		\$134,303.00	
2	2.4	Student Progress Communication - Parent Involvement	Yes	LEA-wide	English Learners Foster Youth Low Income			

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.9	School Climate	Yes	LEA-wide	English Learners Foster Youth Low Income			
3	3.2	R&B Communication - Student Engagement/Parent Involvement			English Learners Foster Youth Low Income		\$15,175.00	
3	3.3	Student Engagement/Parent Involvement and Relationships Safe School			English Learners Foster Youth Low Income			
3	3.5	School Climate - Student Administrative Technician and classified staff to support student engagement, performance, and parent involvement.	Yes	LEA-wide	English Learners Foster Youth Low Income		\$86,150.00	
3	3.7	Student Engagement	Yes	LEA-wide	English Learners Foster Youth Low Income			
4	4.1	CTE - Course Access - KRA	Yes	LEA-wide	English Learners Foster Youth Low Income		\$46,880.00	
4	4.2	Student Achievement-School Counselor	Yes	LEA-wide	English Learners Foster Youth Low Income		\$38,537.00	
4	4.4	Student Achievement Academic Interventions - Thrively			English Learners Foster Youth Low Income		\$3,800.00	
4	4.5	Student Achievement - Student Progress - Student Success Coordinator			English Learners Foster Youth Low Income			
4	4.6	Student Achievement - EL Testing Specialist	Yes	Limited to Unduplicated Student Group(s)	English Learners		\$27,514.00	
4	4.7	Student Engagement - Transit passes, YMCA, Campo Ed Center food	Yes	LEA-wide	English Learners Foster Youth Low Income		\$7,010.00	

# 2023-24 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$2,377,034.00	\$2,442,955.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Academic Achievement - Student Achievement	No		
1	1.2	Monitoring Student Progress - Student Achievement, School Counselor	Yes		
1	1.3	Academic Content - Implementation of State Standards - Curriculum, Materials and Supplies	No	\$59,193.00	\$45,078
1	1.4	Professional Development	Yes	\$45,262.00	\$65,865
1	1.5	Parent Training - Parent Involvement Prof Dev	No	\$0.00	
1	1.6	Learner Outcomes - Student Achievement		\$0.00	
1	1.7	Other Student Outcomes - SWD test participation, Certificated and Student Success Coordinator, SPED staffing costs	No	\$470,652.00	\$505,577
1	1.8	Interventions - Classified Salaries, Content Area Specialists, Exact Path, EL Foundations	Yes	\$134,755.00	\$266,183
1	1.9	Academic Achievement - Student Achievement - Student Success Coordinator	Yes	\$102,750.00	\$106,902
2	2.1	School Climate - 4.2 School Counselor	No		
2	2.2	Highly Qualified Teachers - Basic Services Salaries and Benefits	No	\$957,707.00	\$977,339

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.3	Technology - Course Access, Laptops and hotspots	Yes	\$78,878.00	\$71,958
2	2.4	Student Progress Communication - Parent Involvement	Yes		
2	2.5	Professional Development - School Climate	No		
2	2.6	Professional Development - School Climate	No		
2	2.7	Professional Development - School Climate	No		
2	2.8	Professional Development - School Climate	No		
2	2.9	School Climate	Yes		
3	3.1	Stakeholder Engagement/Partnerships	No		
3	3.2	R&B Communication - Student Engagement/Parent Involvement	Yes	\$12,175.00	\$15,355
3	3.3	Student Engagement/Parent Involvement and Relationships Safe School	Yes		
3	3.4	School Safety - School Climate	No		
3	3.5	School Climate -Student Administrative Technician and classified staff to support student engagement and performance and parent involvement.	Yes	\$83,612.00	\$87,614

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.6	Operations of the School - Basic Services KM Consulting, Charter Impact, Keyn Solutions	No	\$165,079.00	\$86,569
3	3.7	Student Engagement			
4	4.1	CTE - Course Access - KRA	Yes	\$55,566.00	\$33,075
4	4.2	School Counselor - Student Achievement, School Counselor	Yes	\$136,034.00	\$96,975
4	4.3	Curriculum, Instruction, Interventions - Course Access	No		
4	4.4	Academic Interventions - Student Achievement Thrively	Yes	\$3,000.00	\$3,800
4	4.5	Student Progress - Student Achievement Student Success Coordinator	Yes	\$40,578.00	\$35,983
4	4.6	Student Achievement - EL Testing Specialist	Yes	\$26,593.00	\$27,671
4	4.7	Student Engagement - Transit pass, YMCA, Campo Ed Center food	Yes	\$5,200.00	\$17,011
4	4.8	Student Engagement	No		

# 2023-24 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
\$601,094	\$625,857.00	\$800,721.00	(\$174,864.00)	0.000%	0.000%	0.000%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.2	Monitoring Student Progress - Student Achievement, School Counselor	Yes				
1	1.4	Professional Development	Yes	\$45,262.00	\$65,865.00		
1	1.8	Interventions - Classified Salaries, Content Area Specialists, Exact Path, EL Foundations	Yes	\$108,831.00	\$266,183.00		
1	1.9	Academic Achievement - Student Achievement - Student Success Coordinator	Yes	\$70,179.00	\$106,902.00		
2	2.3	Technology - Course Access, Laptops and hotspots	Yes	\$78,878.00	\$71,958.00		
2	2.4	Student Progress Communication - Parent Involvement	Yes				
2	2.9	School Climate	Yes				
3	3.2	R&B Communication - Student Engagement/Parent Involvement	Yes	\$12,175.00	\$15,355.00		
3	3.3	Student Engagement/Parent Involvement and Relationships Safe School	Yes				
3	3.5	School Climate -Student Administrative Technician and classified staff to support	Yes	\$84,139.00	\$87,614.00		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
		student engagement and performance and parent involvement.					
4	4.1	CTE - Course Access - KRA	Yes	\$55,566.00	\$33,075.00		
4	4.2	School Counselor - Student Achievement, School Counselor	Yes	\$136,034.00	\$96,975.00		
4	4.4	Academic Interventions - Student Achievement Thrively	Yes	\$3,000.00	\$3,800.00		
4	4.5	Student Progress - Student Achievement Student Success Coordinator	Yes				
4	4.6	Student Achievement - EL Testing Specialist	Yes	\$26,593.00	\$35,983.00		
4	4.7	Student Engagement - Transit pass, YMCA, Campo Ed Center food	Yes	\$5,200.00	\$17,011.00		

To Add a Row: Click “Add Row.”

To Delete a Row: Remove all content from each cell, checkbox and dropdown of a row (including spaces), press “Save Data” and refresh the page.

# 2023-24 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
\$2,762,126	\$601,094	0.00%	21.762%	\$800,721.00	0.000%	28.989%	\$0.00	0.000%

# Local Control and Accountability Plan Instructions

## [Plan Summary](#)

## [Engaging Educational Partners](#)

## [Goals and Actions](#)

## [Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov).

## Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
  - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
    - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

# Plan Summary

## Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

## Requirements and Instructions

### General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

### Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

### Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

### **Comprehensive Support and Improvement**

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

#### **Schools Identified**

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

#### **Support for Identified Schools**

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

#### **Monitoring and Evaluating Effectiveness**

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

## **Engaging Educational Partners**

### **Purpose**

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

### **Requirements**

**School districts and COEs:** *EC* sections [52060\(g\) \(California Legislative Information\)](#) and [52066\(g\) \(California Legislative Information\)](#) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

**Charter schools:** *EC* Section [47606.5\(d\) \(California Legislative Information\)](#) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the [CDE's LCAP webpage](#).

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see [Education Code Section 52062 \(California Legislative Information\)](#);
  - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).

- For COEs, see [Education Code Section 52068 \(California Legislative Information\)](#); and
- For charter schools, see [Education Code Section 47606.5 \(California Legislative Information\)](#).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

## Instructions

### Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

### Complete the table as follows:

#### Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

#### Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
  - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
  - Inclusion of metrics other than the statutorily required metrics
  - Determination of the target outcome on one or more metrics
  - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
  - Inclusion of action(s) or a group of actions
  - Elimination of action(s) or group of actions
  - Changes to the level of proposed expenditures for one or more actions
  - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
  - Analysis of effectiveness of the specific actions to achieve the goal
  - Analysis of material differences in expenditures
  - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
  - Analysis of challenges or successes in the implementation of actions

## Goals and Actions

### Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

### Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
  - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

### Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The [LCFF State Priorities Summary](#) provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

#### Focus Goal(s)

##### Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

##### Type of Goal

Identify the type of goal being implemented as a Focus Goal.

##### State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

##### An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

### **Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding**

#### Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

- (A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and
- (B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.
- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
  - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
  - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

#### Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

#### State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

#### An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
  - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

**Note:** EC Section [42238.024\(b\)\(1\) \(California Legislative Information\)](#) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

## Broad Goal

### Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.
- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

### Type of Goal

Identify the type of goal being implemented as a Broad Goal.

### State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

### **Maintenance of Progress Goal**

#### Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

#### Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

#### State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

### **Measuring and Reporting Results:**

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.

- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
  - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals:** For each Equity Multiplier goal, the LEA must identify:
  - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
  - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

#### Metric #

- Enter the metric number.

#### Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

#### Baseline

- Enter the baseline when completing the LCAP for 2024–25.
  - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
  - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
  - Indicate the school year to which the baseline data applies.
  - The baseline data must remain unchanged throughout the three-year LCAP.
    - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain

accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.

- If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
- Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

### Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

### Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

### Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

### Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the **Measuring and Reporting Results** part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2025–26</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2026–27</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2025–26</b> and <b>2026–27</b> . Leave blank until then.

**Goal Analysis:**

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

**Note:** When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
  - Include a discussion of relevant challenges and successes experienced with the implementation process.
  - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

## A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
  - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
  - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
  - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

## A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
  - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
    - The reasons for the ineffectiveness, and
    - How changes to the action will result in a new or strengthened approach.

### Actions:

Complete the table as follows. Add additional rows as necessary.

#### Action #

- Enter the action number.

#### Title

- Provide a short title for the action. This title will also appear in the action tables.

#### Description

- Provide a brief description of the action.

- For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
- As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
- These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

## Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

## Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
  - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

**Actions for Foster Youth:** School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

## Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
  - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
  - Professional development for teachers.
  - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.
- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
  - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
  - These required actions will be effective for the three-year LCAP cycle.

## Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

### Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

### Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the “minimum proportionality percentage” or “MPP.” The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

## LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

### For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

## Requirements and Instructions

Complete the tables as follows:

### Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

### Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

### Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

### LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

### LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

### Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

## Required Descriptions:

### LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

### Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

### How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

### **Metric(s) to Monitor Effectiveness**

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

**Note for COEs and Charter Schools:** In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

### **Limited Actions**

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

### **Identified Need(s)**

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

### **How the Action(s) are Designed to Address Need(s)**

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

### **Metric(s) to Monitor Effectiveness**

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

### Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
  - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

- The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
  - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
  - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

## Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

## Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8).

Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***
- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
  - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.

- **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
- **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools.” If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans.” Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year,” or “2 Years,” or “6 Months.”
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
  - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
  - **Note:** Equity Multiplier funds must be included in the “Other State Funds” category, not in the “LCFF Funds” category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA’s LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as

a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.

- As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

## Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

## Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

## Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.

- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
  - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

## LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

## Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

### Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
  - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
  - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**

- This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

### **Contributing Actions Annual Update Table**

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

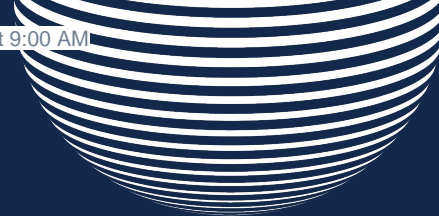
- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
  - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
  - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
  - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
  - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
  - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

### **LCFF Carryover Table**

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**

- This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
  - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**
  - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.  
  
The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.
- **13. LCFF Carryover — Percentage (12 divided by 9)**
  - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education  
November 2023

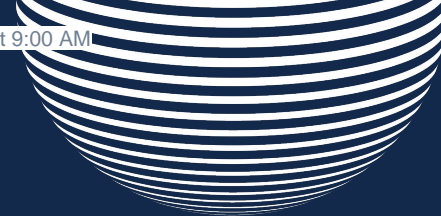


# Local Control and Accountability Plan (LCAP)

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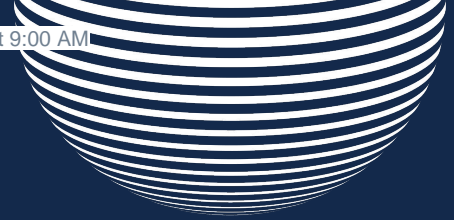


June 2024



# Intent of the LCAP

Transparency	Develop a transparent and inclusive process for all educational partners
High Quality Instruction	Deliver a high-quality instructional program for ALL students to prepare them for college and careers
Equity	Address equity gaps for student groups in order to eliminate barriers and ensure equal opportunities
Accountability	Allow for flexibility to address individual student needs while maintaining accountability for student achievement
Continuous Improvement	Focus on continuous improvement of teaching and learning



# Input Process: Engaging Educational Partners

**Educational Partner Meetings (EPAC, SSC, Weekly Meetings)**

**Student, Educational Partner, Staff, and Community Surveys translated into Spanish**

**SELPA LCAP Review**

**Board Presentation and Updates**

**Student Kiva Panel**

# Goal 1 - Increase Academic Achievement

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.

## State Priorities

Priority 1 - Basic Conditions  
Priority 2 - State Standards  
Priority 4 - Pupil Achievement  
Priority 7 - Course Access  
Priority 8 - Other Pupil Outcomes



## 2023 Analysis

- Focus on holistic development of students through MY PLAN
- Diverse resources ensure equitable access to education
- Positive outcomes: improved academic progress, reduced chronic absenteeism
- Initiatives foster supportive learning environment for students growth



## 2024 Metrics and Actions

- **Course Completion Rate**
- **Graduation Rate**
- CAASPP scores- ELA, Math, Sci
- EL reclassification rate
- Access to curriculum & credentialed teachers

## Goal 2 - Positive School Climate

Promote a high attendance rate 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.

### State Priorities

Priority 1 - Basic Conditions  
Priority 2 - State Standards  
Priority 4 - Pupil Achievement  
Priority 5 - Pupil Engagement  
Priority 6 - School Climate



### 2023 Analysis

- Positive school climate, boosted student engagement, reduced absenteeism.
- High attendance rate and increased ADA
- Regular interactions positively impacted key metrics: absenteeism, suspensions.
- Implemented mental health support systems, professional development initiatives.



### 2024 Metrics and Actions

- Attendance Rate
- Expulsion Rate
- Suspension Rate
- Chronic Absenteeism Rate
- Access to credentialed teachers

# Goal 3 - Communication with Educational Partners

Establish connections and partnerships with 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.

## State Priorities

Priority 3 - Parental Involvement  
Priority 5 - Pupil Engagement  
Priority 6 - School Climate



## 2023 Analysis

- Enhanced parental involvement, boosted survey response rates
- Relationship-building efforts led to higher family satisfaction
- Support services ensured high levels of connection and safety



## 2024 Metrics and Actions

- Attendance Rate
- Expulsion Rate
- Suspension Rate
- LCAP Input Survey
- School Safety Plan and Training
- Parent and Family Engagement

# Goal 4 - Graduation - College & Career Preparation

Ensure all students, including English Learners, other unduplicated student groups, and students with disabilities, are on-track to graduate from high school and have access to College and Career Readiness

## State Priorities

Priority 1 - Basic Conditions  
Priority 2 - State Standards  
Priority 5 - Pupil Engagement  
Priority 6 - School Climate  
Priority 7 - Course Access  
Priority 8 - Other Pupil Outcomes



## 2023 Analysis

- Collaboration with community organizations drive progress towards goals
- Monitoring system identifies struggling students, offers interventions
- High-quality instruction fosters college and career readiness
- Guidance counselor ensures necessary interventions, broad course study



## 2024 Metrics

- Graduation Rate
- Course Completion Rate
- College and Career Indicator (CCI) Rates



# Questions?

*MY Academy- Where all  
students are welcome.*



# Coversheet

## Proposed Budget 2024-2025

**Section:** XIII. Public Hearings  
**Item:** B. Proposed Budget 2024-2025  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:**  
FY2024-2025 MYA Budget Presentation with MYP, Cashflow and LCFF.pdf  
FY2024-2025 MYA LCAP Budget Parent Overview .pdf  
FY2024-2025 MYA EPA Budget.pdf  
FY2024-2025 MYA EPA Resolution.pdf  
FY2024-2025 MYA ConApp.pdf



# Motivated Youth Academy

## 2024-25 Budget Presentation

# Highlights

- FY24-25 Budget is balanced and with a \$63K surplus.
- The COLA projected for LCFF, and other categorical programs is much lower than last year and at 1.07%.

	2023-24	2024-25	2025-26	2026-27
	Prior Year	Budget	Forecast	Forecast
<b>Assumptions</b>				
LCFF COLA	n/a	1.07%	2.93%	3.08%
Non-LCFF Revenue COLA	n/a	n/a	0.00%	0.00%
Expense COLA	n/a	2.00%	2.00%	2.00%
Enrollment		249.00	249.00	249.00
Average Daily Attendance	231.91	231.57	231.57	231.57

- ERTC revenue of \$461K is included as part of one-time funding since it did not materialize last year due to IRS delays.
- Supplemental & Concentration revenues are estimated at \$778K.
- The 40/80 expenses are estimated at 76.8% and just under 80%.



# Attendance Data

- The budget has enrollment at 249 students with ADA at 231.57 for a 93% attendance yield. These figures are also used for FY25-26 & FY26-27.
- FY24-25 per pupil amounts are projecting higher than last year in revenues due to the inclusion of the ERTC funds, but expenses are slightly lower this year.
- FY24-25 per pupil revenue includes \$22 per ADA in contributions.
- The Unduplicated pupil percentage is projected at 74.89%.

<b><i>Enrollment &amp; Per Pupil Data</i></b>		
	<b><i><u>FY24 Forecast</u></i></b>	<b><i><u>FY25 Budget</u></i></b>
<i>Average Enrollment</i>	223	249
<i>ADA</i>	207	232
<i>Attendance Rate</i>	93.0%	93.0%
<i>Unduplicated %</i>	74.9%	74.9%
<i>Revenue per ADA</i>	\$19,289	\$20,350
<i>Expenses per ADA</i>	\$20,213	\$20,077

# Revenue

- The revenue increase from FY23-24 is due to rolling-forward the \$461K in ERTC funds, the increased ADA, and from including new State funding.
- Federal Revenue includes CSI, IDEA, Title I, Title II, and Title IV funding.
- Other State Revenue is higher as it includes Prop 28 AMS, A-G, and AMIMBG funds not included last fiscal year.
- Other Local Revenue remains virtually unchanged compared to prior year.

	FY24 Forecast	FY25 Budget	Fav/(Unf)
<b>Revenue</b>			
State Aid-Rev Limit	\$ 3,000,208	\$ 3,566,893	\$ 566,685
Federal Revenue	257,108	246,381	(10,727)
Other State Revenue	734,327	892,164	157,838
Other Local Revenue	8,674	7,000	(1,674)
<b>Total Revenue</b>	<b>\$ 4,000,317</b>	<b>\$ 4,712,438</b>	<b>\$ 712,122</b>

# Expenses

- Budgeted expenses have increased by \$457K compared to FY23-24 with Staffing Salary & Benefit costs contributing to \$544K in increased costs.
- Sub-agreement Services have decreased by \$121K by reducing educational consultant costs not needed this year towards the 40/80 spending requirement.
- All Other expenses have been updated to reflect new rates or are benchmarked from FY23-24 and have small increases due to increased enrollment.

	FY24 Forecast	FY25 Budget	Fav/(Unf)
<b>Expenses</b>			
Certificated Salaries	\$ 1,735,053	\$ 1,881,250	\$ (146,197)
Classified Salaries	440,352	728,663	(288,311)
Benefits	758,319	867,374	(109,055)
Books and Supplies	268,010	292,181	(24,171)
Subagreement Services	306,596	184,842	121,753
Operations	116,817	118,767	(1,951)
Facilities	30,000	31,200	(1,200)
Professional Services	536,750	544,911	(8,161)
<b>Total Expenses</b>	<b>\$ 4,191,898</b>	<b>\$ 4,649,189</b>	<b>\$ (457,291)</b>

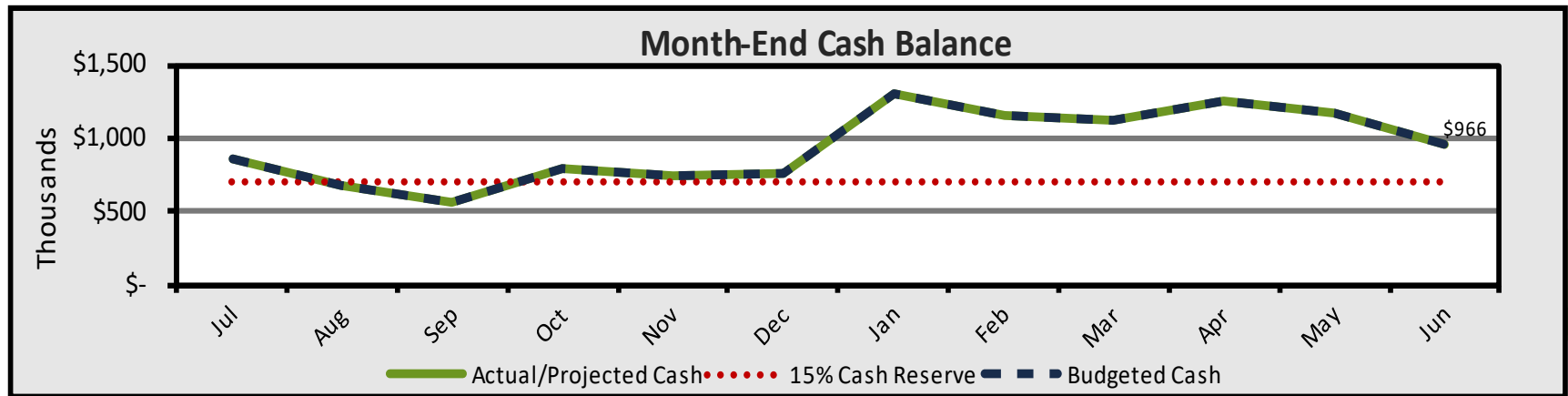
# Fund Balance

- The Budget is balanced with an expected positive surplus of \$63K.
- Fund Balance is projected to be 26.8% of annual expenses and is increasing slightly compared to FY23-24.

	FY24 Forecast	FY25 Budget	Fav/(Unf)
<b>Total Surplus(Deficit)</b>	\$ (191,581)	\$ 63,249	\$ 254,831
Beginning Fund Balance	<u>1,183,249</u>	<u>1,183,249</u>	
<b>Ending Fund Balance</b>	<u><b>\$ 991,668</b></u>	<u><b>\$ 1,246,498</b></u>	
<i>As a % of Annual Expenses</i>	23.7%	26.8%	

# Cash

- Cash remains above a 15% reserve goal for FY24-25.
- The year-end projection for cash is at \$966K.
- Cash will be monitored during the year as needed.



# Appendix

- Multi-Year Projection: FY24-25, FY25-26, & FY26-27
- Monthly Cash Flow/Budget for FY24-25
- LCFF Funding Calculation: FY24-25, FY25-26, & FY26-27

**FY24-25 Motivated Youth Academy****Multi-Year Forecast**

Revised 6/03/24



	2023-24	2024-25	2025-26	2026-27
	Prior Year	Budget	Forecast	Forecast
<b>Assumptions</b>				
LCFF COLA	n/a	1.07%	2.93%	3.08%
Non-LCFF Revenue COLA	n/a	n/a	0.00%	0.00%
Expense COLA	n/a	2.00%	2.00%	2.00%
Enrollment		249.00	249.00	249.00
Average Daily Attendance	231.91	231.57	231.57	231.57
<b>Revenues</b>				
<b>State Aid - Revenue Limit</b>				
8011 LCFF State Aid	\$ 2,483,629	\$ 2,978,774	\$ 3,081,068	\$ 3,186,776
8012 Education Protection Account	41,478	46,314	46,314	46,314
8019 State Aid - Prior Year	2,391	-	-	-
8096 In Lieu of Property Taxes	472,710	541,805	541,805	541,805
	<u>3,000,208</u>	<u>3,566,893</u>	<u>3,669,187</u>	<u>3,774,895</u>
<b>Federal Revenue</b>				
8181 Special Education - Entitlement	25,924	30,104	30,104	30,104
8290 Title I, Part A - Basic Low Income	37,280	37,280	37,280	37,280
8291 Title II, Part A - Teacher Quality	5,553	5,553	5,553	5,553
8296 Other Federal Revenue	188,351	173,444	10,000	10,000
	<u>257,108</u>	<u>246,381</u>	<u>82,937</u>	<u>82,937</u>
<b>Other State Revenue</b>				
8311 State Special Education	184,038	200,334	200,334	200,334
8520 Child Nutrition	-	12,553	12,553	12,553
8550 Mandated Cost	9,803	11,069	11,068	11,068
8560 State Lottery	49,151	57,661	57,661	57,661
8598 Prior Year Revenue	9,570	-	-	-
8599 Other State Revenue	481,765	610,548	251,689	171,045
	<u>734,327</u>	<u>892,164</u>	<u>533,304</u>	<u>452,660</u>
<b>Other Local Revenue</b>				
8660 Interest Revenue	5,984	2,000	2,000	2,000
8699 School Fundraising	190	-	-	-
8980 Contributions, Unrestricted	2,500	5,000	30,000	35,000
	<u>8,674</u>	<u>7,000</u>	<u>32,000</u>	<u>37,000</u>
<b>Total Revenue</b>	<b>\$ 4,000,317</b>	<b>\$ 4,712,438</b>	<b>\$ 4,317,428</b>	<b>\$ 4,347,492</b>
<b>Expenses</b>				
<b>Certificated Salaries</b>				
1100 Teachers' Salaries	1,131,451	1,370,843	1,262,743	1,287,998
1175 Teachers' Extra Duty/Stipends	87,612	104,500	56,590	57,722
1200 Pupil Support Salaries	257,421	139,235	142,020	144,860
1300 Administrators' Salaries	258,569	266,672	272,005	277,445
	<u>1,735,053</u>	<u>1,881,250</u>	<u>1,733,358</u>	<u>1,768,025</u>
<b>Classified Salaries</b>				
2100 Instructional Salaries	99,536	214,475	163,765	167,040
2200 Support Salaries	286,313	303,135	309,197	315,381
2300 Classified Administrators' Salaries	686	-	-	-
2400 Clerical and Office Staff Salaries	53,817	211,053	215,274	219,580
	<u>440,352</u>	<u>728,663</u>	<u>688,237</u>	<u>702,001</u>

# FY24-25 Motivated Youth Academy

## Multi-Year Forecast

Revised 6/03/24



	2023-24	2024-25	2025-26	2026-27
	Prior Year	Budget	Forecast	Forecast
<b>Benefits</b>				
3101 STRS	299,070	359,319	331,071	337,693
3301 OASDI	31,563	45,177	42,671	43,524
3311 Medicare	31,472	37,844	35,113	35,815
3401 Health and Welfare	307,425	303,750	286,875	292,613
3501 State Unemployment	15,932	26,453	17,596	17,507
3601 Workers' Compensation	36,531	36,539	33,902	34,580
3901 Other Benefits	36,326	58,293	55,059	56,160
	758,319	867,374	802,288	817,893
<b>Books and Supplies</b>				
4100 Textbooks and Core Curricula	8,000	8,000	8,160	8,323
4302 School Supplies	16,471	19,025	19,405	19,794
4305 Software	112,417	112,300	99,546	101,537
4310 Office Expense	50,062	50,000	51,000	52,020
4311 Business Meals	4,776	4,800	4,896	4,994
4400 Noncapitalized Equipment	75,450	85,503	52,213	53,257
4700 Food Services	833	12,553	12,804	13,060
	268,010	292,181	248,025	252,985
<b>Subagreement Services</b>				
5102 Special Education	30,174	30,100	30,702	31,316
5104 Transportation	9,318	9,300	9,486	9,676
5106 Other Educational Consultants	262,106	140,442	118,251	105,616
5107 Instructional Services	4,998	5,000	5,100	5,202
	306,596	184,842	163,539	151,810
<b>Operations and Housekeeping</b>				
5201 Auto and Travel	18,862	18,800	19,176	19,560
5300 Dues & Memberships	13,702	13,700	13,974	14,253
5400 Insurance	27,002	29,167	29,751	30,346
5516 Miscellaneous Expense	5,000	5,000	5,100	5,202
5900 Communications	48,906	48,800	49,776	50,772
5901 Postage and Shipping	3,345	3,300	3,366	3,433
	116,817	118,767	121,143	123,565
<b>Facilities, Repairs and Other Leases</b>				
5601 Rent	24,776	24,700	25,194	25,698
5602 Additional Rent	2,724	4,000	4,080	4,162
5604 Other Leases	2,500	2,500	2,550	2,601
	30,000	31,200	31,824	32,460
<b>Professional/Consulting Services</b>				
5801 IT	62,372	62,300	63,546	64,817
5802 Audit & Taxes	20,727	20,700	21,114	21,536
5803 Legal	49,562	49,500	20,490	20,900
5804 Professional Development	75,867	75,800	73,816	75,292
5805 General Consulting	134,153	134,000	102,680	84,734
5806 Special Activities/Field Trips	17,973	21,000	21,420	21,848
5807 Bank Charges	820	800	816	832
5809 Other taxes and fees	3,453	3,400	3,468	3,537
5810 Payroll Service Fee	27,913	27,900	28,458	29,027
5811 Management Fee	88,711	88,444	90,213	92,017
5812 District Oversight Fee	27,002	32,102	33,023	33,974

**FY24-25 Motivated Youth Academy****Multi-Year Forecast**

Revised 6/03/24



	2023-24	2024-25	2025-26	2026-27
	Prior Year	Budget	Forecast	Forecast
5813 County Fees	4,371	4,400	4,488	4,578
5814 SPED Encroachment	7,349	8,065	8,065	8,065
5815 Public Relations/Recruitment	16,478	16,500	16,830	17,167
	536,750	544,911	488,427	478,325
<b>Depreciation</b>				
	-	-	-	-
<b>Interest</b>				
	-	-	-	-
<b>Total Expenses</b>	<b>\$ 4,191,898</b>	<b>\$ 4,649,189</b>	<b>\$ 4,276,840</b>	<b>\$ 4,327,065</b>
<b>Surplus (Deficit)</b>	<b>\$ (191,582)</b>	<b>\$ 63,249</b>	<b>\$ 40,588</b>	<b>\$ 20,427</b>
<b>Fund Balance, Beginning of Year</b>	<b>\$ 1,117,501</b>	<b>\$ 925,919</b>	<b>\$ 989,169</b>	<b>\$ 1,029,757</b>
<b>Fund Balance, End of Year</b>	<b>\$ 925,919</b>	<b>\$ 989,169</b>	<b>\$ 1,029,757</b>	<b>\$ 1,050,184</b>
	<b>22.1%</b>	<b>21.3%</b>	<b>24.1%</b>	<b>24.3%</b>
<b>Cash Flow Adjustments</b>				
Surplus (Deficit)	(191,582)	63,249	40,588	20,427
Cash Flows From Operating Activities				
Depreciation/Amortization	-	-	-	-
Public Funding Receivables	(682,993)	124,161	147,053	(1,449)
Grants and Contributions Rec.	119,517	-	-	-
Due To/From Related Parties	-	-	-	-
Prepaid Expenses	54,725	-	-	-
Other Assets	-	-	-	-
Accounts Payable	(39,553)	1,748	111	108
Accrued Expenses	(197,322)	-	-	-
Deferred Revenue	22,045	(127,574)	-	-
Cash Flows From Investing Activities				
Purchases of Prop. And Equip.	-	-	-	-
Notes Receivable	-	-	-	-
Cash Flows From Financing Activities				
Proceeds from Factoring	-	-	-	-
Payments on Factoring	-	-	-	-
Proceeds(Payments) on Debt	-	-	-	-
<b>Total Change in Cash</b>	<b>(915,162)</b>	<b>61,584</b>	<b>187,753</b>	<b>19,086</b>
<b>Cash, Beginning of Year</b>	<b>1,819,193</b>	<b>904,031</b>	<b>965,615</b>	<b>1,153,368</b>
<b>Cash, End of Year</b>	<b>\$ 904,031</b>	<b>\$ 965,615</b>	<b>\$ 1,153,368</b>	<b>\$ 1,172,454</b>

FY24-25 Motivated Youth Academy

Monthly Cash Flow/Budget FY24-25

Revised 6/03/24

Actuals Through:

ADA = 231.57



		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Revenues																ADA = 231.57	
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	149,157	149,157	268,483	268,483	268,483	268,483	268,483	267,609	267,609	267,609	267,609	267,608	2,978,774	2,978,774	-
8012	Education Protection Account	-	-	11,579	-	-	11,579	-	-	11,579	-	-	-	11,579	46,314	46,314	-
8096	In Lieu of Property Taxes	-	32,556	65,112	43,408	43,408	43,408	43,408	43,408	75,699	37,849	37,849	37,849	37,849	541,805	541,805	-
		-	181,713	225,848	311,891	311,891	323,470	311,891	311,891	354,886	305,458	305,458	305,458	317,036	3,566,893	3,566,893	-
Federal Revenue																	
8181	Special Education - Entitlement	-	1,507	1,507	2,713	2,713	2,713	2,713	2,713	2,705	2,705	2,705	2,705	2,705	30,104	30,104	-
8290	Title I, Part A - Basic Low Income	-	-	9,320	-	-	27,960	-	-	-	-	-	-	-	37,280	37,280	-
8291	Title II, Part A - Teacher Quality	-	-	1,388	-	-	4,165	-	-	-	-	-	-	-	5,553	5,553	-
8296	Other Federal Revenue	-	-	-	43,361	-	-	43,361	-	-	43,361	-	-	43,361	173,444	173,444	-
		-	1,507	12,216	46,074	2,713	34,838	46,074	2,713	2,705	46,066	2,705	2,705	46,066	246,381	246,381	-
Other State Revenue																	
8311	State Special Education	-	10,031	10,031	18,056	18,056	18,056	18,056	18,056	17,998	17,998	17,998	17,998	17,998	200,334	200,334	-
8520	Child Nutrition	-	-	-	628	1,193	1,193	1,193	1,193	1,193	1,193	1,193	1,193	2,385	12,553	12,553	-
8550	Mandated Cost	-	-	-	-	-	11,069	-	-	-	-	-	-	-	11,069	11,069	-
8560	State Lottery	-	-	-	-	-	-	14,436	-	-	14,436	-	-	28,788	57,661	57,661	-
8599	Other State Revenue	-	579	579	150,784	1,042	1,042	150,784	1,042	1,042	150,784	1,042	1,042	150,784	610,548	610,548	-
		-	10,610	10,610	169,468	20,291	31,360	184,470	20,291	20,232	184,411	20,232	20,232	199,955	892,164	892,164	-
Other Local Revenue																	
8660	Interest Revenue	167	167	167	167	167	167	167	167	167	167	167	167	-	2,000	2,000	-
8980	Contributions, Unrestricted	417	417	417	417	417	417	417	417	417	417	417	417	-	5,000	5,000	-
		583	583	583	583	583	583	583	583	583	583	583	583	-	7,000	7,000	-
Total Revenue		583	194,415	249,257	528,018	335,479	390,252	543,019	335,479	378,406	536,518	328,978	328,978	563,056	4,712,438	4,712,438	-
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	48,537	120,210	120,210	120,210	120,210	120,210	120,210	120,210	120,210	120,210	120,210	120,210	-	1,370,843	1,370,843	-
1175	Teachers' Extra Duty/Stipends	6,083	8,947	8,947	8,947	8,947	8,947	8,947	8,947	8,947	8,947	8,947	8,947	-	104,500	104,500	-
1200	Pupil Support Salaries	11,603	11,603	11,603	11,603	11,603	11,603	11,603	11,603	11,603	11,603	11,603	11,603	-	139,235	139,235	-
1300	Administrators' Salaries	22,223	22,223	22,223	22,223	22,223	22,223	22,223	22,223	22,223	22,223	22,223	22,223	-	266,672	266,672	-
		88,445	162,982	162,982	162,982	162,982	162,982	162,982	162,982	162,982	162,982	162,982	162,982	-	1,881,250	1,881,250	-
Classified Salaries																	
2100	Instructional Salaries	11,302	18,470	18,470	18,470	18,470	18,470	18,470	18,470	18,470	18,470	18,470	18,470	-	214,475	214,475	-
2200	Support Salaries	25,261	25,261	25,261	25,261	25,261	25,261	25,261	25,261	25,261	25,261	25,261	25,261	-	303,135	303,135	-
2400	Clerical and Office Staff Salaries	17,588	17,588	17,588	17,588	17,588	17,588	17,588	17,588	17,588	17,588	17,588	17,588	-	211,053	211,053	-
		54,151	61,319	61,319	61,319	61,319	61,319	61,319	61,319	61,319	61,319	61,319	61,319	-	728,663	728,663	-

FY24-25 Motivated Youth Academy

Monthly Cash Flow/Budget FY24-25

Revised 6/03/24

Actuals Through:

ADA = 231.57



		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Benefits																	
3101	STRS	16,893	31,130	31,130	31,130	31,130	31,130	31,130	31,130	31,130	31,130	31,130	31,130	-	359,319	359,319	-
3301	OASDI	3,357	3,802	3,802	3,802	3,802	3,802	3,802	3,802	3,802	3,802	3,802	3,802	-	45,177	45,177	-
3311	Medicare	2,068	3,252	3,252	3,252	3,252	3,252	3,252	3,252	3,252	3,252	3,252	3,252	-	37,844	37,844	-
3401	Health and Welfare	25,313	25,313	25,313	25,313	25,313	25,313	25,313	25,313	25,313	25,313	25,313	25,313	-	303,750	303,750	-
3501	State Unemployment	1,323	1,323	1,323	1,323	1,323	1,323	6,613	5,291	2,645	1,323	1,323	1,323	-	26,453	26,453	-
3601	Workers' Compensation	1,996	3,140	3,140	3,140	3,140	3,140	3,140	3,140	3,140	3,140	3,140	3,140	-	36,539	36,539	-
3901	Other Benefits	3,185	5,010	5,010	5,010	5,010	5,010	5,010	5,010	5,010	5,010	5,010	5,010	-	58,293	58,293	-
		54,135	72,969	72,969	72,969	72,969	72,969	78,259	76,937	74,292	72,969	72,969	72,969	-	867,374	867,374	-
Books and Supplies																	
4100	Textbooks and Core Curricula	667	667	667	667	667	667	667	667	667	667	667	667	-	8,000	8,000	-
4302	School Supplies	-	-	316	-	-	48	704	7,453	2,626	2,626	2,626	2,626	-	19,025	19,025	-
4305	Software	9,358	9,358	9,358	9,358	9,358	9,358	9,358	9,358	9,358	9,358	9,358	9,358	-	112,300	112,300	-
4310	Office Expense	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	-	50,000	50,000	-
4311	Business Meals	400	400	400	400	400	400	400	400	400	400	400	400	-	4,800	4,800	-
4400	Noncapitalized Equipment	-	-	1,422	-	-	215	3,163	33,497	11,801	11,801	11,801	11,801	-	85,503	85,503	-
4700	Food Services	1,046	1,046	1,046	1,046	1,046	1,046	1,046	1,046	1,046	1,046	1,046	1,046	-	12,553	12,553	-
		15,638	15,638	17,376	15,638	15,638	15,901	19,505	56,588	30,065	30,065	30,065	30,065	-	292,181	292,181	-
Subagreement Services																	
5102	Special Education	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	-	30,100	30,100	-
5104	Transportation	775	775	775	775	775	775	775	775	775	775	775	775	-	9,300	9,300	-
5106	Other Educational Consultants	-	-	2,336	-	-	354	5,196	55,021	19,384	19,384	19,384	19,384	-	140,442	140,442	-
5107	Instructional Services	417	417	417	417	417	417	417	417	417	417	417	417	-	5,000	5,000	-
		3,700	3,700	6,036	3,700	3,700	4,054	8,896	58,721	23,084	23,084	23,084	23,084	-	184,842	184,842	-
Operations and Housekeeping																	
5201	Auto and Travel	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	-	18,800	18,800	-
5300	Dues & Memberships	1,142	1,142	1,142	1,142	1,142	1,142	1,142	1,142	1,142	1,142	1,142	1,142	-	13,700	13,700	-
5400	Insurance	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	-	29,167	29,167	-
5516	Miscellaneous Expense	417	417	417	417	417	417	417	417	417	417	417	417	-	5,000	5,000	-
5900	Communications	4,067	4,067	4,067	4,067	4,067	4,067	4,067	4,067	4,067	4,067	4,067	4,067	-	48,800	48,800	-
5901	Postage and Shipping	275	275	275	275	275	275	275	275	275	275	275	275	-	3,300	3,300	-
		9,897	9,897	9,897	9,897	9,897	9,897	9,897	9,897	9,897	9,897	9,897	9,897	-	118,767	118,767	-
Facilities, Repairs and Other Leases																	
5601	Rent	2,058	2,058	2,058	2,058	2,058	2,058	2,058	2,058	2,058	2,058	2,058	2,058	-	24,700	24,700	-
5602	Additional Rent	333	333	333	333	333	333	333	333	333	333	333	333	-	4,000	4,000	-
5604	Other Leases	208	208	208	208	208	208	208	208	208	208	208	208	-	2,500	2,500	-
		2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	-	31,200	31,200	-

FY24-25 Motivated Youth Academy

Monthly Cash Flow/Budget FY24-25

Revised 6/03/24

Actuals Through:

ADA = 231.57



ADA = 231.57		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Professional/Consulting Services																	
5801	IT	5,192	5,192	5,192	5,192	5,192	5,192	5,192	5,192	5,192	5,192	5,192	5,192	-	62,300	62,300	-
5802	Audit & Taxes	-	-	-	6,900	6,900	6,900	-	-	-	-	-	-	-	20,700	20,700	-
5803	Legal	4,125	4,125	4,125	4,125	4,125	4,125	4,125	4,125	4,125	4,125	4,125	4,125	-	49,500	49,500	-
5804	Professional Development	6,317	6,317	6,317	6,317	6,317	6,317	6,317	6,317	6,317	6,317	6,317	6,317	-	75,800	75,800	-
5805	General Consulting	11,167	11,167	11,167	11,167	11,167	11,167	11,167	11,167	11,167	11,167	11,167	11,167	-	134,000	134,000	-
5806	Special Activities/Field Trips	-	-	349	-	-	53	777	8,227	2,898	2,898	2,898	2,898	-	21,000	21,000	-
5807	Bank Charges	67	67	67	67	67	67	67	67	67	67	67	67	-	800	800	-
5809	Other taxes and fees	283	283	283	283	283	283	283	283	283	283	283	283	-	3,400	3,400	-
5810	Payroll Service Fee	2,325	2,325	2,325	2,325	2,325	2,325	2,325	2,325	2,325	2,325	2,325	2,325	-	27,900	27,900	-
5811	Management Fee	7,370	7,370	7,370	7,370	7,370	7,370	7,370	7,370	7,370	7,370	7,370	7,370	-	88,444	88,444	-
5812	District Oversight Fee	-	1,635	2,033	2,807	2,807	2,911	2,807	2,807	3,194	2,749	2,749	2,749	2,853	32,102	32,102	-
5813	County Fees	-	-	-	1,100	-	-	1,100	-	-	1,100	-	-	1,100	4,400	4,400	-
5814	SPED Encroachment	-	404	404	727	727	727	727	727	725	725	725	725	725	8,065	8,065	-
5815	Public Relations/Recruitment	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	-	16,500	16,500	-
		38,220	40,260	41,006	49,754	48,654	48,811	43,631	49,981	45,037	45,692	44,592	44,592	4,678	544,911	544,911	-
Depreciation																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		266,787	369,365	374,186	378,860	377,760	378,534	387,090	479,026	409,277	408,609	407,509	407,509	4,678	4,649,189	4,649,189	-
Monthly Surplus (Deficit)		(266,203)	(174,951)	(124,928)	149,158	(42,281)	11,717	155,929	(143,547)	(30,870)	127,909	(78,531)	(78,531)	558,378	63,249	63,249	-
Cash Flow Adjustments															1.3%		
Monthly Surplus (Deficit)		(266,203)	(174,951)	(124,928)	149,158	(42,281)	11,717	155,929	(143,547)	(30,870)	127,909	(78,531)	(78,531)	558,378	63,249		
Cash flows from operating activities																	
Depreciation/Amortization		-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Public Funding Receivables		221,730	-	-	85,255	-	-	380,232	-	-	-	-	-	(563,056)	124,161		
Grants and Contributions Rec.		-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Due To/From Related Parties		-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Prepaid Expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Other Assets		-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable		(2,930)	-	-	-	-	-	-	-	-	-	-	-	4,678	1,748		
Accrued Expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Other Liabilities		-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Deferred Revenue		-	-	-	-	-	-	-	-	-	-	-	(127,574)	-	(127,574)		
Cash flows from investing activities																	
Purchases of Prop. And Equip.		-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Notes Receivable		-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from financing activities																	
Proceeds from Factoring		-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Payments on Factoring		-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Proceeds(Payments) on Debt		-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Change in Cash		(47,403)	(174,951)	(124,928)	234,413	(42,281)	11,717	536,161	(143,547)	(30,870)	127,909	(78,531)	(206,105)			# Days Cash	
Cash, Beginning of Month		904,031	856,628	681,677	556,749	791,162	748,881	760,599	1,296,760	1,153,213	1,122,342	1,250,251	1,171,720			76	
Cash, End of Month		856,628	681,677	556,749	791,162	748,881	760,599	1,296,760	1,153,213	1,122,342	1,250,251	1,171,720	965,615				

## FY24-25 Motivated Youth Academy

## LCFF Funding Calculation



Grade level	2024-25	2025-26	2026-27
<b>COLA</b>	<b>1.07%</b>	<b>2.93%</b>	<b>3.08%</b>
<b>TK Add-On per ADA</b>	<b>\$ 3,077</b>	<b>\$ 3,167</b>	<b>\$ 3,265</b>
TK-3	\$ 10,025	\$ 10,319	\$ 10,637
4-6	\$ 10,177	\$ 10,475	\$ 10,798
7-8	\$ 10,478	\$ 10,785	\$ 11,117
9-12	\$ 12,144	\$ 12,500	\$ 12,885
	<b>Enrollment</b>	<b>Enrollment</b>	<b>Enrollment</b>
TK	-	-	-
K-3	-	-	-
4-6	3.00	3.00	3.00
7-8	49.00	49.00	49.00
9-12	197.00	197.00	197.00
<b>Total Enrollment</b>	<b>249.00</b>	<b>249.00</b>	<b>249.00</b>
	<b>ADA</b>	<b>ADA</b>	<b>ADA</b>
TK	-	-	-
K-3	-	-	-
4-6	2.79	2.79	2.79
7-8	45.57	45.57	45.57
9-12	183.21	183.21	183.21
<b>Total ADA</b>	<b>231.57</b>	<b>231.57</b>	<b>231.57</b>
<b>Total Base Target</b>	<b>\$ 2,730,779</b>	<b>\$ 2,810,823</b>	<b>\$ 2,897,389</b>
<b>**ADA From New Grade Levels</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Grade Level Add-Ons</b>			
<b>TK Add-On</b>	-	-	-
K-3 CSR Supplement (10.4% of K-3)	-	-	-
High School Supplement (2.6% of 9-12)	57,894	59,543	61,375
<b>Total Add-Ons</b>	<b>\$ 57,894</b>	<b>\$ 59,543</b>	<b>\$ 61,375</b>
<b>Total Target Base Plus Add-Ons</b>	<b>\$ 2,788,673</b>	<b>\$ 2,870,366</b>	<b>\$ 2,958,764</b>
<b>Average Base per ADA</b>	<b>\$ 12,042</b>	<b>\$ 12,395</b>	<b>\$ 12,777</b>
<b>Supplemental Grant</b>			
Unduplicated FRPM/ELL/FY Count	186	186	186
Total Enrollment	249	249	249
School Percent FRPM/ELL/FY	74.89%	74.80%	74.51%
School Supplement Per Pupil (20%)	\$ 1,804	\$ 1,854	\$ 1,904
<b>Total Supplemental Grant</b>	<b>\$ 417,687</b>	<b>\$ 429,407</b>	<b>\$ 440,915</b>
<b>Concentration Grant</b>			
District Unduplicated FRPM/ELL/FY	81.33%	81.33%	81.33%
<b>Total Concentration Grant</b>	<b>\$ 360,534</b>	<b>\$ 369,416</b>	<b>\$ 375,216</b>
<b>Total LCFF</b>	<b>\$ 3,566,893</b>	<b>\$ 3,669,187</b>	<b>\$ 3,774,895</b>
<b>Total Funding per ADA</b>	<b>\$ 15,403</b>	<b>\$ 15,845</b>	<b>\$ 16,301</b>
<b>EPA Rate (\$ or %)</b>	<b>\$ 200.00</b>	<b>\$ 200.00</b>	<b>\$ 200.00</b>
8011 - LCFF	\$ 2,978,774	\$ 3,081,068	\$ 3,186,776
8012 - EPA	\$ 46,314	\$ 46,314	\$ 46,314
8096 - In Lieu	\$ 541,805	\$ 541,805	\$ 541,805

# **Local Control Funding Formula (LCFF) Budget Overview for Parents Template**

Developed by the California Department of Education, November 2022

## LCFF Budget Overview for Parents Data Entry Instructions

These instructions are for the completion of the Local Control Funding Formula (LCFF) Budget Overview for Parents.

Notice that there are six tabs along the bottom of the workbook titled: 'Title Page', 'Instructions', 'Data Input', 'Narrative Responses', 'Template', and 'Accessibility'. The local educational agency (LEA) will enter its data in the 'Data Input' tab and then respond to the available prompts in the 'Narrative Responses' tab; please note that certain prompts in the 'Narrative Responses' tab are conditional. This information will automatically populate the 'Template' pages of the Budget Overview for Parents with the information. The tabs 'Title Page', 'Instructions', 'Data Input', and 'Narrative Responses' are "inward facing" and are intended for use by LEA personnel. The information contained in the 'Template' tab will be "outward facing", or the information that will be available to the LEA's parents and educational partners. To start, ensure that you are on the 'Data Input' worksheet by clicking on the 'Data Input' in the lower left hand side.

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

### Data Input Tab Instructions

#### LEA Information (rows 2-4)

The LEA must enter the LEA name, county district school (CDS) code (14 digits), and LEA contact information (name, phone number and email address) in the corresponding blue

**Coming LCAP Year (row 5):** Enter the upcoming fiscal year for which the Local Control and Accountability Plan (LCAP) is adopted or updated on or before July 1. Enter in this format 20XX-XX.

**Current LCAP Year (row 6):** Enter the current fiscal year for which the previous LCAP was adopted or updated on July 1. Enter in this format 20XX-XX.

#### Projected General Fund Revenue for the Coming School Year

All amounts should be entered in the gray boxes adjacent to the corresponding amount title. The coming school year (as indicated in row 5) means the fiscal year for which an LCAP is adopted or updated by July 1.

- **Total LCFF funds (row 9):** This amount is the total amount of LCFF funding (including supplemental & concentration grants) the LEA estimates it will receive pursuant to California *Education Code (EC)* sections 2574 (for county offices of education) and 42238.02 (for school districts and charter schools), as applicable for the coming school year. This amount is the amount indicated in the Standardized Account Code Structure (SACS) Budget Fund Form 01, Column F, row A.1 (LCFF Sources).

- **LCFF supplemental & concentration grants (row 10):** This amount is the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of low income, foster youth, and English learner students as determined pursuant to *California Code of Regulations*, Title 5 (5 CCR) Section 15496(a)(5), pursuant to *EC* sections 2574 and 42238.02, as applicable for the coming school year.

## LCFF Budget Overview for Parents Data Entry Instructions

• **All other state funds (row 12):** This amount is the total amount of other state funds (do not include LCFF funds) the LEA estimates it will receive.

• **All local funds (row 13):** This amount is the total amount of local funds and entitlements the LEA estimates it will receive.

• **All federal funds (row 14):** This amount is the total amount of federal funds (including all Every Student Succeeds Act Title funds) the LEA estimates it will receive.

The total of the Projected General Fund Revenue should equal the amount indicated in the SACS Budget Fund Form 01, Column F, row A.5 (Total Revenues).

### Total Budgeted Expenditures for the Coming School Year

~~Total Budgeted General Fund Expenditures (row 17):~~ This amount is the LEA's total budgeted General Fund expenditures for the coming school year as indicated on SACS Budget Fund Form 01, column F, Row B.9 (Total Expenditures). The General Fund is the main operating fund of the LEA and accounts for all activities not accounted for in another fund. All activities are reported in the General Fund unless there is a compelling reason to account for an activity in another fund. For further information please refer to the California School Accounting Manual (<http://www.cde.ca.gov/fg/ac/sa/>). (Note: For some charter schools that follow governmental fund accounting, this amount is the total budgeted expenditures in the Charter Schools Special Revenue Fund. For charter schools that follow the not-for-profit accounting model, this amount is total budgeted expenses, such as those budgeted in the Charter Schools Enterprise Fund.)

• **Total Budgeted Expenditures in the LCAP (row 18):** This is the total amount of budgeted expenditures for the planned actions to meet the goals included in the LCAP for the coming school year.

• **Total Budgeted Expenditures for High Needs Students in the LCAP (row 19):** This is the total amount of the LCFF funds budgeted to implement the planned actions and services included in the LCAP that are identified as contributing to the increased or improved services for high needs students pursuant to *EC* Section 42238.07.

### Expenditures for High Needs Students in the Current School Year

• **Total Budgeted Expenditures for High Needs Students in the LCAP (row 22):** This is the total amount of the LCFF funds budgeted to implement the planned actions and services included in the LCAP that are identified as contributing to the increased or improved services for high needs students pursuant to *EC* Section 42238.07 for the current school year.

• **Actual Expenditures for High Needs Students in the LCAP (row 23):** This is the total of the estimated actual expenditures of LCFF funds to implement the actions and services included in the LCAP that are identified as contributing to the increased or improved services for high needs students pursuant to *EC* Section 42238.07, as reflected in the Annual Update for the current LCAP year.

### Narrative Responses Tab Instructions

## LCFF Budget Overview for Parents Data Entry Instructions

The LEA's response for each prompt is limited to 75 words. Double click on the applicable cell to respond to the required prompt(s). Please note that certain prompts are conditional, based on the data provided in the 'Data Input' tab.

• **Brief description for General Fund Expenditures (row 3):** Briefly describe any of the General Fund Budget Expenditures for the current school year that are not included in the Local Control and Accountability Plan.

• **Brief description for High Needs Students (row 4):** If the amount on line 19 ('Data Input' tab) is less than the amount on line 10 ('Data Input' tab), a prompt will appear and the LEA must provide a brief description of the additional actions it is taking to meet its requirement to increase or improve services for high needs students.

**Note:** If no prompt appears, the LEA is not required to supply a description.

**Note:** It may be necessary to adjust the row height to display the entire prompt.

• **Brief description for actual expenditures for high needs students (row 5):** If the amount in line 22 ('Data Input' tab) is greater than the amount in line 23 ('Data Input' tab), a prompt will appear and the LEA must provide a brief description of how the difference impacted the actions and services and overall increased or improved services for high needs students in the current fiscal year pursuant to *EC* Section 42238.07.

**Note:** If no prompt appears, the LEA is not required to supply a description.

**Note:** It may be necessary to adjust the row height to display the entire prompt.

## LCFF Budget Overview for Parents: Data Input

<b>Local Educational Agency (LEA) name:</b>	Motivated Youth Academy
<b>CDS code:</b>	37-68213-0129668
<b>LEA contact information:</b>	Bill Dobson - Executive Director bdobson@myacademy.org
<b>Coming School Year:</b>	FY2024-2025
<b>Current School Year:</b>	FY2023-2024

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

<b>Projected General Fund Revenue for the FY2024-2025 School Year</b>		<b>Amount</b>
Total LCFF funds	\$	3,566,893
LCFF supplemental & concentration grants	\$	778,221
All other state funds	\$	892,164
All local funds	\$	7,000
All federal funds	\$	246,381
<b>Total Projected Revenue</b>	<b>\$</b>	<b>4,712,438</b>
<b>Total Budgeted Expenditures for the FY2024-2025 School Year</b>		<b>Amount</b>
Total Budgeted General Fund Expenditures	\$	4,649,189
Total Budgeted Expenditures in the LCAP	\$	3,223,361
Total Budgeted Expenditures for High Needs Students in the LCAP	\$	778,221
<b>Expenditures not in the LCAP</b>	<b>\$</b>	<b>1,425,828</b>
<b>Expenditures for High Needs Students in the FY2023-2024 School Year</b>		<b>Amount</b>
Total Budgeted Expenditures for High Needs Students in the LCAP	\$	533,928
Actual Expenditures for High Needs Students in LCAP	\$	800,721

## LCFF Budget Overview for Parents: Narrative Responses

### LCFF Budget Overview for Parents Narrative Responses Sheet

Required Prompt(s)	Response(s)
Briefly describe any of the General Fund Budget Expenditures for the school year not included in the Local Control and Accountability Plan (LCAP).	[Respond to prompt here]
A prompt may display based on information provided in the Data Input tab.	[Respond to the prompt here; if there is no prompt, a response is not required.]
A prompt may display based on information provided in the Data Input tab.	[Respond to the prompt here; if there is no prompt, a response is not required.]

## LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Motivated Youth Academy

CDS Code: 37-68213-0129668

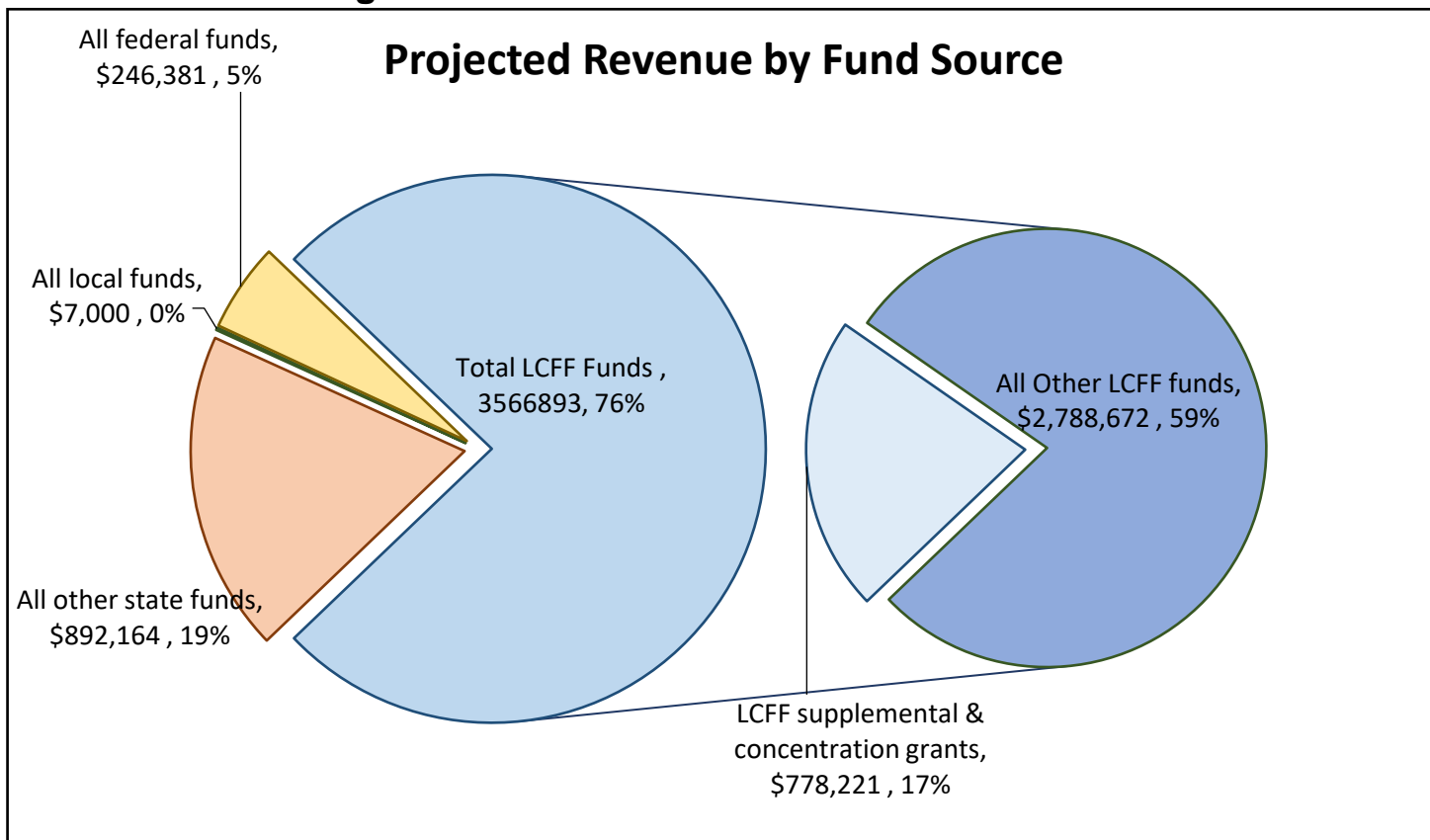
School Year: FY2024-2025

LEA contact information: Bill Dobson - Executive Director [bdobson@myacademy.org](mailto:bdobson@myacademy.org)

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

### Budget Overview for the FY2024-2025 School Year

#### Projected Revenue by Fund Source

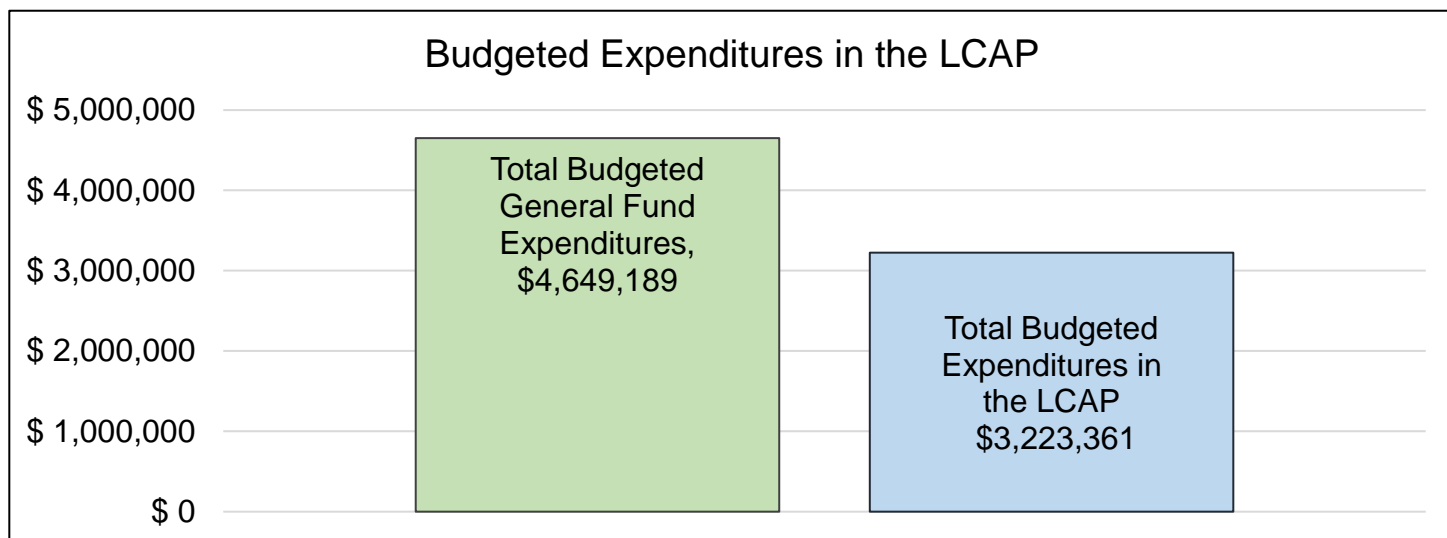


This chart shows the total general purpose revenue Motivated Youth Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Motivated Youth Academy is \$4,712,438.00, of which \$3,566,893.00 is Local Control Funding Formula (LCFF), \$892,164.00 is other state funds, \$7,000.00 is local funds, and \$246,381.00 is federal funds. Of the \$3,566,893.00 in LCFF Funds, \$778,221.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

## LCFF Budget Overview for Parents

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



This chart provides a quick summary of how much Motivated Youth Academy plans to spend for FY2024-2025. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Motivated Youth Academy plans to spend \$4,649,189.00 for the FY2024-2025 school year. Of that amount, \$3,223,361.00 is tied to actions/services in the LCAP and \$1,425,828.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

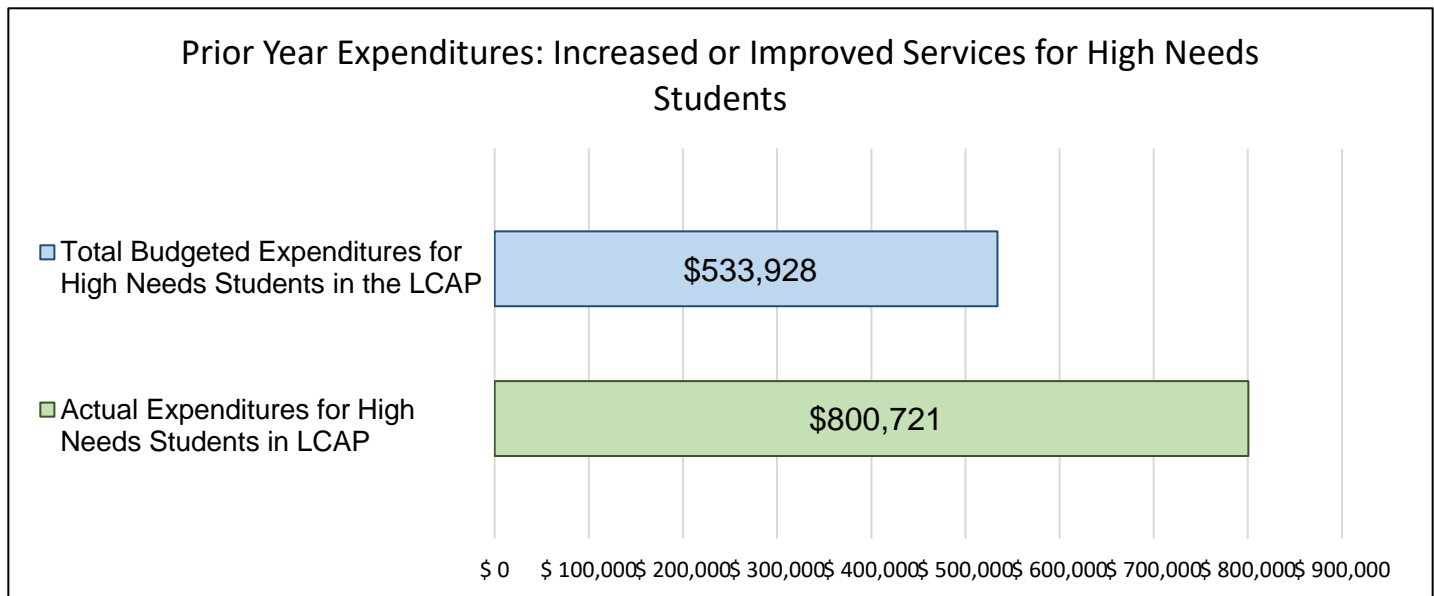
[Respond to prompt here]

### Increased or Improved Services for High Needs Students in the LCAP for the FY2024-2025 School Year

In FY2024-2025, Motivated Youth Academy is projecting it will receive \$778,221.00 based on the enrollment of foster youth, English learner, and low-income students. Motivated Youth Academy must describe how it intends to increase or improve services for high needs students in the LCAP. Motivated Youth Academy plans to spend \$778,221.00 towards meeting this requirement, as described in the LCAP.

# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in FY2023-2024



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

The text description of the above chart is as follows: In FY2023-2024, Motivated Youth Academy's LCAP budgeted \$533,928.00 for planned actions to increase or improve services for high needs students. Motivated Youth Academy actually spent \$800,721.00 for actions to increase or improve services for high needs students in FY2023-2024.

## **Accessibility Information**

This workbook contains 3 dynamic charts located in the 'Template' tab. The chart in cell A7 with the title "Projected Revenue by Fund Source", the full text description is located in cell A9. The chart in cell A11 with the title "Budgeted Expenditures in the LCAP", the full text description is located in cell A13. The chart in cell A16 with the title "Prior Year Expenditures: Increased or Improved Services for High Needs Students", the full text description is located in cell A18.

**Motivated Youth Academy****Budgeted Expenditures: July 1, 2024 to June 30, 2025****Resource 1400 Education Protection Account**

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	46,314.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		46,314.00
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
<b>(Objects 1000-7999)</b>		
Certificated Salaries	1000-1999	39,591.00
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	6,723.00
Books and Supplies	4000-4999	0.00
Services, Other Operating Expenses	5000-5999	0.00
Capital Outlay	6000-6599	0.00
	7100-7299	
Other Outgo (excluding Direct Support/Indirect Costs)	7400-7499	0.00
Direct Support/Indirect Costs	7300-7399	
TOTAL EXPENDITURES AND OTHER FINANCING USES		46,314.00
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		0.00

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

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

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

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

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

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

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

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

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

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

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Motivated Youth Academy;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Motivated Youth Academy has determined to spend the monies received from the Education Protection Act as attached.

DATED: \_\_\_\_\_, 2024.

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

**California Department of Education****Consolidated Application**

Motivated Youth Academy (37 68213 0129668)

Status: Certified  
Saved by: charter impact  
Date: 8/31/2023 1:02 AM**2023–24 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
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**District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
---	-----

**Application for Categorical Programs**

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111 et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	No
<b>Title III Immigrant</b> ESEA Sec. 3102 SACS 4201	No
<b>Title IV, Part A (Student and School Support)</b> ESSA Sec. 4101 SACS 4127	Yes

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**California Department of Education****Consolidated Application**

Motivated Youth Academy (37 68213 0129668)

Status: Certified  
Saved by: charter impact  
Date: 8/31/2023 1:02 AM**2023–24 Protected Prayer Certification**

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Miguel Cordova, Title I Policy, Program, and Support Office, [MCordova@cde.ca.gov](mailto:MCordova@cde.ca.gov), 916-319-0381

**Protected Prayer Certification Statement**

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Bill Dobson
Authorized Representative's Title	Interim Director
Authorized Representative's Signature Date	08/10/2023
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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Report Date:6/7/2024

R02

Page 2 of 4

Motivated Youth Academy (37 68213 0129668)

Status: Certified  
 Saved by: charter impact  
 Date: 8/31/2023 1:02 AM

## 2023–24 LCAP Federal Addendum Certification

### CDE Program Contact:

Local Agency Systems Support Office, [LCAPAddendum@cde.ca.gov](mailto:LCAPAddendum@cde.ca.gov), 916-323-5233

### Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

### Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

<b>County Office of Education (COE) or District</b>	
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
<b>Direct Funded Charter</b>	06/23/2022
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Bill Dobson
Authorized Representative's Title	Interim Director

#### \*\*\*Warning\*\*\*

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**California Department of Education****Consolidated Application**

Motivated Youth Academy (37 68213 0129668)

Status: Certified  
 Saved by: charter impact  
 Date: 8/11/2023 3:44 AM

**2023–24 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurance.toc.asp>.

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297

**Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Bill Dobson
Authorized Representative's Signature	
Authorized Representative's Title	Interim Director
Authorized Representative's Signature Date	08/10/2023

**\*\*\*Warning\*\*\***

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Report Date:6/7/2024

R02

Page 1 of 4