



MY Academy

Regular Meeting of the Board of Directors

Published on January 5, 2025 at 4:17 PM PST

Date and Time

Thursday January 9, 2025 at 10:50 AM PST

Location

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

Join by telephone or via Zoom conferencing link below:

Dial by your location

+16694449171,,6224484724# US

+12532158782,,6224484724# US (Tacoma)

Meeting ID: 622 448 4724

<https://us06web.zoom.us/j/6224484724>

MISSION STATEMENT

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

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Motivated Youth Academy.

Agenda

	Purpose	Presenter	Time
I. Opening Items			10:50 AM
A. Call the Meeting to Order		Board President	1 m
B. Record Attendance		Board President	1 m
Roll Call:			
William Hall, President			
Michael Humphrey, Vice President			
Steve Fraire, Clerk			
Peter Matz, Member			
Larry Alvarado, Member			
II. Pledge of Allegiance			10:52 AM
A. Led by Board President or designee		Board President	1 m
III. Land Acknowledgment			10:53 AM
A. Land Acknowledgment		Bill Dobson	2 m
Teacher on Special Assignment (TOSA) Sarina Laff will introduce 9th grade student Janine Clark, who will read the Land Acknowledgment.			
IV. Approve/Adopt Agenda			10:55 AM
A. 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 January 9, 2025.			

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 _____

V. Approve Minutes

10:56 AM

A. Approve Minutes

Approve
Minutes

Board President

1 m

It is recommended that the Board approve the Minutes of the Regular Meeting of the Board of Directors that was held on December 12, 2024

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

Approve minutes for Regular Meeting of the Board of Directors on December 12, 2024

VI. Public Comment - Closed Session

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

VII. Adjourn to Closed Session

10:57 AM

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

Roll Call Vote:

William Hall

Michael Humphrey

	Purpose	Presenter	Time
Steve Fraire Peter Matz Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			
A. Closed Session	Discuss	Board President	20 m
1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Gov. Code Section 54956.9(d)(1))			
a. YL v. The Collaborative Charter Services Organization, et al.			
VIII. Reconvene Regular Meeting			11:17 AM
A. Report out any action taken in closed session	Discuss	Board President	2 m
IX. 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.			
X. Correspondence/Proposals/Reports			11:19 AM
A. 2024-2025 School Goals Update for Motivated Youth Academy, Presented by Bill Dobson, Interim Director	FYI	Bill Dobson	2 m
B. School Highlights from December 2024, Presented by Sarina Laff, Teacher on Special Assignment	FYI	Sarina Laff	3 m
C. Comprehensive Crisis Communication Plan Presentation, Presented by Gigi Lenz, Operations and Program Manager	FYI	Gigi Lenz	4 m

	Purpose	Presenter	Time
D. Special Education Mid Year Review Presentation, Presented by Bill Dobson, Interim Director	FYI	Bill Dobson	4 m
E. 2023-2024 State Assessment Data Student Achievement, Presented by Melissa Lato, Assistant Director	FYI	Melissa Lato	4 m

XI. Consent**11:36 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	Vote	Board President	1 m
1. Approval of Check Register - December 2024 2. Approval of Young, Minney & Corr, LLP rate increase			
B. Consent - Education/Student Services	Vote	Board President	1 m
1. Approval of 2025-2026 Student and Educational Rights Holder Handbook 2. Approval of License for Use for the County of San Diego, Live Well San Diego program 3. Approval of 2024-2025 Memorandum of Understanding (MOU) with La Posta Band of Mission Indians			
C. Consent - Personnel Services	Vote	Board President	1 m
1. Approval of Classified Personnel Report 2. Approval of OneBridge Services Agreement (Renewal)			

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

D. Consent - Policy Development	Vote	Board President	1 m
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	Purpose	Presenter	Time
1. Approval of existing board policies revised, reviewed, and eliminated by staff for the 2024-2025 school year			

Board Policies Reviewed:

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

6000 Series - Student Services

MYA 6035 - Mathematics Placement Policy

Board Policies Revised:

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

6000 Series - Student Services

MYA 6070 - Special Education Independent Educational Evaluation 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 _____

XII. Business/Financial Services **11:40 AM**

A.	Charter Impact Services Agreement	Vote	Bill Dobson	2 m
1.	Approval of Charter Impact services agreement for the period of April 1, 2025, and ending June 30, 2028			

Roll Call Vote:

William Hall

Michael Humphrey

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

XIII. Education/Student Services**11:42 AM**

- | | | | | |
|-----------|--|------|--------------|-----|
| A. | 2023-2024 School Accountability Report Card (SARC) Presentation and Report | Vote | Melissa Lato | 4 m |
|-----------|--|------|--------------|-----|

1. Approval of 2023-2024 School Accountability Report Card (SARC) for Motivated Youth Academy (#1628).

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

- | | | | | |
|-----------|--|------|-------------|-----|
| B. | Students Without Limits for 3 Month Support Services | Vote | Bill Dobson | 2 m |
|-----------|--|------|-------------|-----|

1. Approval to contract with Students Without Limits for 3 Month Support Services to fill the role of School Psychologist/Program Manager in the event it becomes necessary.

Fiscal Impact: None

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

XIV. Calendar

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

Purpose	Presenter	Time
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• February 13, 2025 - Board of Directors Regular Meeting

XV. Comments	11:48 AM
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- | | | | |
|---|---------|-----------------|-----|
| A. Board Comments | Discuss | Board President | 5 m |
| B. Interim Director and CEO Comments | Discuss | Bill Dobson | 2 m |

XVI. Closing Items	11:55 AM
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- | | | | |
|---------------------------|------|-----------------|-----|
| A. Adjourn Meeting | Vote | Board President | 1 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

Section:	III. Land Acknowledgment
Item:	A. Land Acknowledgment
Purpose:	
Submitted by:	
Related Material:	Land Acknowledgment 1.jpg



Land Acknowledgment

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 are historically the traditional homelands 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 Luiseño, Cahuilla, Cupeño, Kumeyaay, Northern Diegueño tribes and all the American Indian and Indigenous peoples and communities who have been and continue to be part of these homelands in California.

Coversheet

Approve Minutes

Section: V. Approve Minutes

Item: A. Approve Minutes

Purpose: Approve Minutes

Submitted by:

Related Material:

Minutes for Regular Meeting of the Board of Directors on December 12, 2024

APPROVED



MY Academy

Minutes

Regular Meeting of the Board of Directors

Date and Time

Thursday December 12, 2024 at 10:14 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

+16694449171,,6224484724# US

+12532158782,,6224484724# US (Tacoma)

Meeting ID: 622 448 4724

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Directors Present

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

Directors Absent

None

Guests Present

G. Lenz, M. Jones

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 Dec 12, 2024 at 10:14 AM.

B. Record Attendance

II. Approve/Adopt Agenda

A. Approve Agenda

P. Matz made a motion to Approve the agenda.

S. Fraire seconded the motion.

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

Roll Call

L. Alvarado	No
S. Fraire	No
W. Hall	No
M. Humphrey	No
P. Matz	No

III. Approve Minutes

A. Minutes of the Regular Meeting of the Board of Directors that was held on October 8, 2024

M. Humphrey made a motion to approve the minutes from Regular Meeting of the Board of Directors on 10-08-24.

L. Alvarado seconded the motion.

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

Roll Call

L. Alvarado No

P. Matz No

W. Hall No

M. Humphrey No

S. Fraire No

B. Minutes of the Study Session of the Board of Directors that was held on November 14, 2024

P. Matz made a motion to approve the minutes from Board of Directors Study Session on 11-14-24.

S. Fraire seconded the motion.

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

Roll Call

L. Alvarado No

W. Hall No

S. Fraire No

P. Matz No

M. Humphrey No

IV. Consent

A. Consent - Business/Financial Services

B. Consent - Education/Student Services

C. Consent - Personnel Services

D. Consent - Policy Development

M. Humphrey made a motion to Approve Consent agenda items A through D.

L. Alvarado seconded the motion.

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

Roll Call

M. Humphrey No

Roll Call

S. Fraire	No
L. Alvarado	No
W. Hall	No
P. Matz	No

V. Business/Financial Services

A. Approval of 2024-2025 First Interim Financial Report

P. Matz made a motion to Approve the 2024-2025 First Interim Financial Report.

M. Humphrey seconded the motion.

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

Roll Call

L. Alvarado	No
P. Matz	No
S. Fraire	No
W. Hall	No
M. Humphrey	No

B. Approval of Annual Independent Auditors' Report for Motivated Youth Academy, Year Ended June 30, 2024 (Draft) - Prepared by CliftonLarsonAllen (CLA)

M. Humphrey made a motion to Approve the Annual Independent Auditors' Report.

S. Fraire seconded the motion.

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

Roll Call

L. Alvarado	No
M. Humphrey	No
S. Fraire	No
W. Hall	No
P. Matz	No

VI. Education/Student Services

A. Approval of 2024-2025 School Plan for Student Achievement (SPSA)

S. Fraire made a motion to Approval of 2024-2025 School Plan for Student Achievement.

M. Humphrey seconded the motion.

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

Roll Call

L. Alvarado	No
W. Hall	No
P. Matz	No
M. Humphrey	No
S. Fraire	No

VII. Organizational Structure - Annual Meeting of the Board

A. Annual Organizational Structure of the Board of Directors - Election of Officers

M. Humphrey made a motion to Nominate William Hall.

P. Matz seconded the motion.

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

Roll Call

L. Alvarado No

W. Hall No

M. Humphrey No

P. Matz No

S. Fraire No

B. Annual Organizational Structure of the Board of Directors - Election of Officers

W. Hall made a motion to Nominate Michael Humphrey.

P. Matz seconded the motion.

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

Roll Call

W. Hall No

M. Humphrey No

S. Fraire No

P. Matz No

L. Alvarado No

C. Annual Organizational Structure of the Board of Directors - Election of Officers

S. Fraire made a motion to Nominate Steve Fraire.

W. Hall seconded the motion.

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

Roll Call

M. Humphrey No

L. Alvarado No

S. Fraire No

P. Matz No

W. Hall No

D. Full Board Action In Lieu of Audit Committee, Fiscal Year 2024-2025

S. Fraire made a motion to Approval of Full Board Action in Lieu of Audit Committee.

P. Matz seconded the motion.

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

Roll Call

M. Humphrey No

Roll Call

S. Fraire	No
W. Hall	No
L. Alvarado	No
P. Matz	No

E. Approval of Motivated Youth Academy Board of Directors Manual Revisions

P. Matz made a motion to Approval of Motivated Youth Academy Board of Directors Manual.

S. Fraire seconded the motion.

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

Roll Call

P. Matz	No
W. Hall	No
S. Fraire	No
M. Humphrey	No
L. Alvarado	No

VIII. Comments

A. Board Comments

Comments to the student that led the Land Acknowledgement at the beginning of the meeting.

Comments to the management and staff for the careful monitoring of financials and growth in enrollment.

Holiday greetings to everyone.

B. Interim Director and CEO Comments

Happy Holidays to everyone.

IX. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:04 AM.

Respectfully Submitted,
G. Lenz

Documents used during the meeting

None

FOR MORE INFORMATION

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

Coversheet

2024-2025 School Goals Update for Motivated Youth Academy, Presented by Bill Dobson, Interim Director

Section: X. Correspondence/Proposals/Reports
Item: A. 2024-2025 School Goals Update for Motivated Youth Academy,
Presented by Bill Dobson, Interim Director
Purpose: FYI
Submitted by:
Related Material: 2024-2025 School Goals - Motivated Youth Academy.pdf



Goal #1

We will collaborate with the Board, Charter Impact representatives, and Educational Partners to ensure Motivated Youth Academy is working toward maintaining good fiscal health, which includes a balanced budget with no deficit spending, cash flow of no less than 15 days per month, and a projected fund balance of 10%, being attentive to the implications of possible state deferrals, while meeting the academic needs of MYA students and the social/emotional needs of all Educational Partners.

No Deficit Spending 15 Day Cash Flow 10% Fund Balance

	7/23	8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	5/24	6/24
No Deficit Spending	Y	Y	Y	Y	Y	Y						
15 Day Cash Flow	Y	Y	Y	Y	Y	Y						
10% Fund Balance	Y	Y	Y	Y	Y	Y						



Goal #2

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

Average Attendance Rate: 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

	7/26	8/25	9/22	10/20	11/23	12/23	1/24	2/24	3/24	4/17	5/24	6/24
Attendance %	86.35	85.93	95.53	93.86	92.85	92.09						
Graduation %	N/A	N/A	N/A	N/A	N/A	N/A						
Course Completion %	N/A	N/A	N/A	N/A	N/A	N/A						
CCI/WIOA %	N/A	N/A	N/A	N/A	N/A	N/A						



Goal #3

Increase student enrollment by 10%, focusing on high-risk student groups having Dashboard Alternative School Status (DASS)

Increase student enrollment by 10%

	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 SY 22-23</i>	36	170	194	200	214	227	233	246	257	260	260	N/A
<i>Enrolled SY 23-24</i>	27	19	204	230	243	254	257	273	280	280	285	N/A
<i>Enrolled SY 24-25</i>	29	15	243	265	279	298						
<i>% Change Enrolled</i>	7%	-21%	19.1	15.2	14.8	17.3						

Coversheet

School Highlights from December 2024, Presented by Sarina Laff, Teacher on Special Assignment

Section: X. Correspondence/Proposals/Reports
Item: B. School Highlights from December 2024, Presented by Sarina Laff,
Teacher on Special Assignment
Purpose: FYI
Submitted by:
Related Material: School Highlights - 2025.01.09.pdf



Enrollment

2024-2025 Enrollment (as of 12/27/2024)

Total Enrolled - 298

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

- 13 Enrolled
 - 0 - Imperial County
 - 2 - Orange County
 - 1 - Riverside County
 - 10 - San Diego County

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

- 285 Enrolled
 - 11 - Imperial County
 - 20 - Orange County
 - 50 - Riverside County
 - 204 - 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

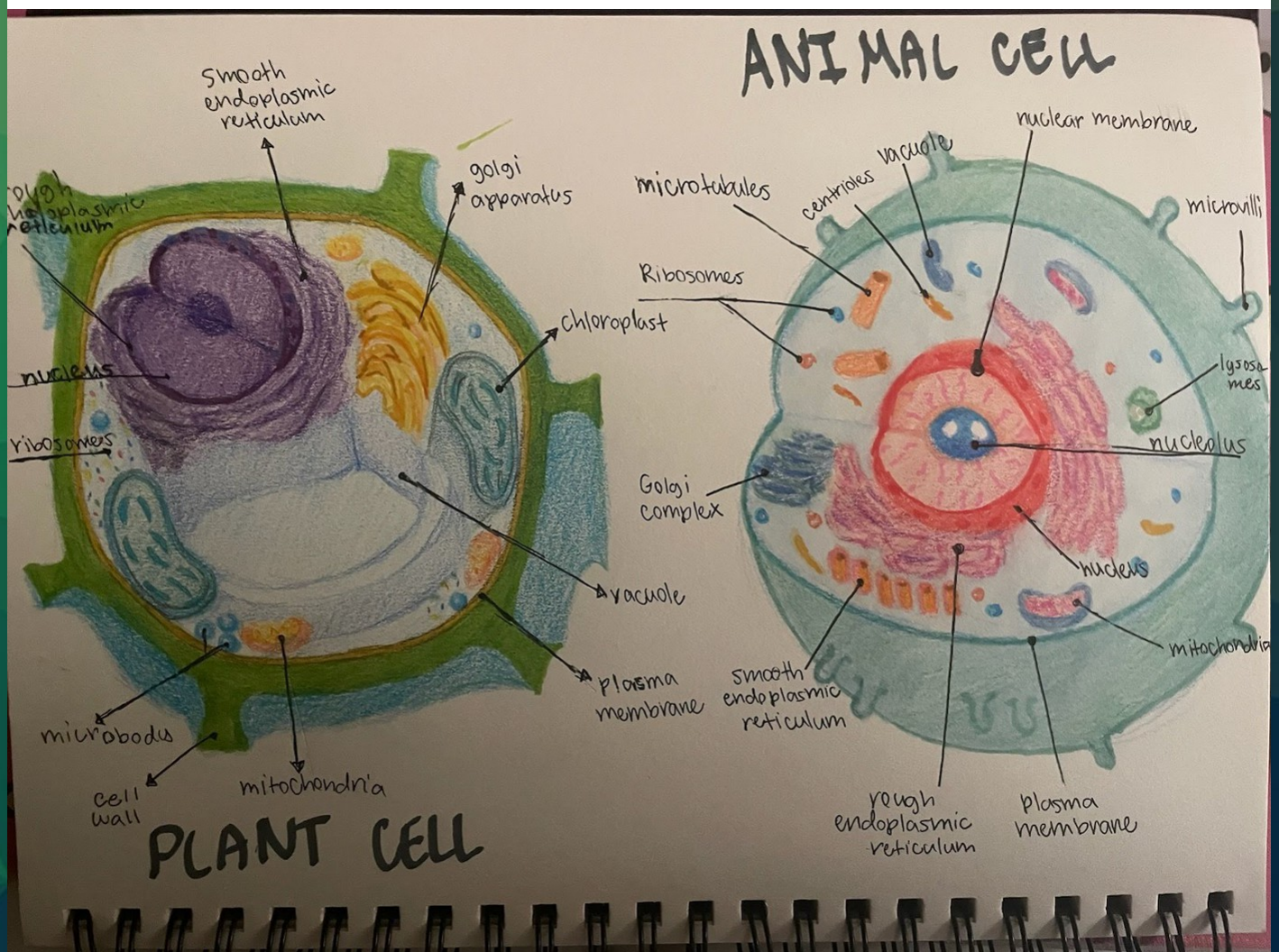
Organization for Student Learning:

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

Curriculum

Shared by Teacher, Ms. Ochs:

This MYA student combined her love of art with her study of the cell process. Through her drawing, she improved her understanding of the structure and function of the cell by creating an artistic representation of its key components.



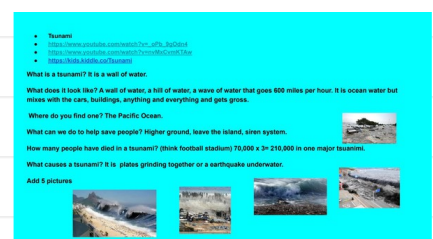
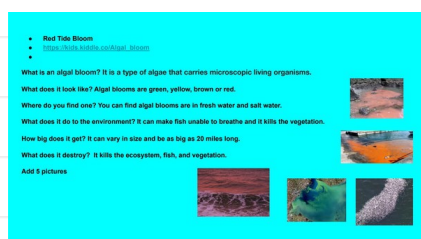
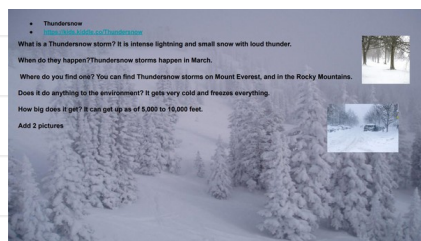
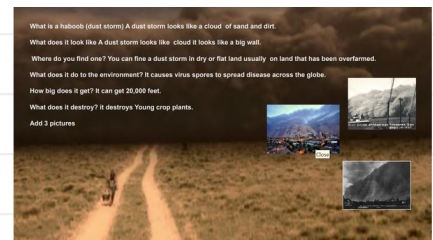
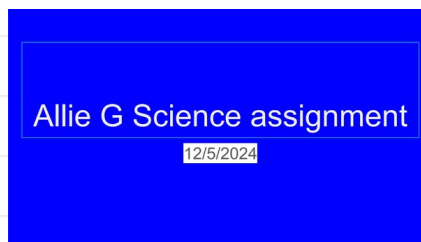
Teaching and Learning

Hosted by the San Diego County Office of Education (SCDOE)

- Community of Alternative Education Leaders (CAEL)

Shared by Teacher, Ms. Channell:

This is the final project by MYA student Allie. For her project, she researched and learned about various types of unusual weather phenomena.

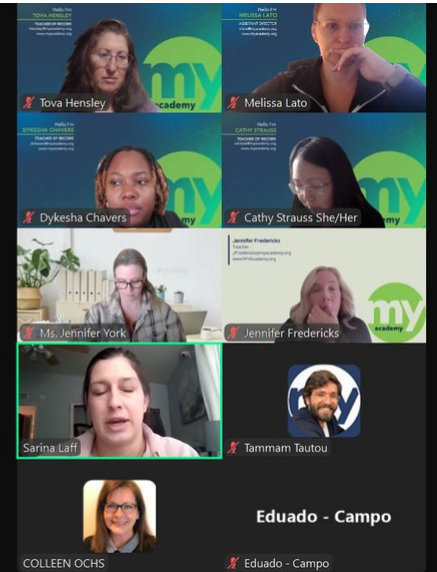
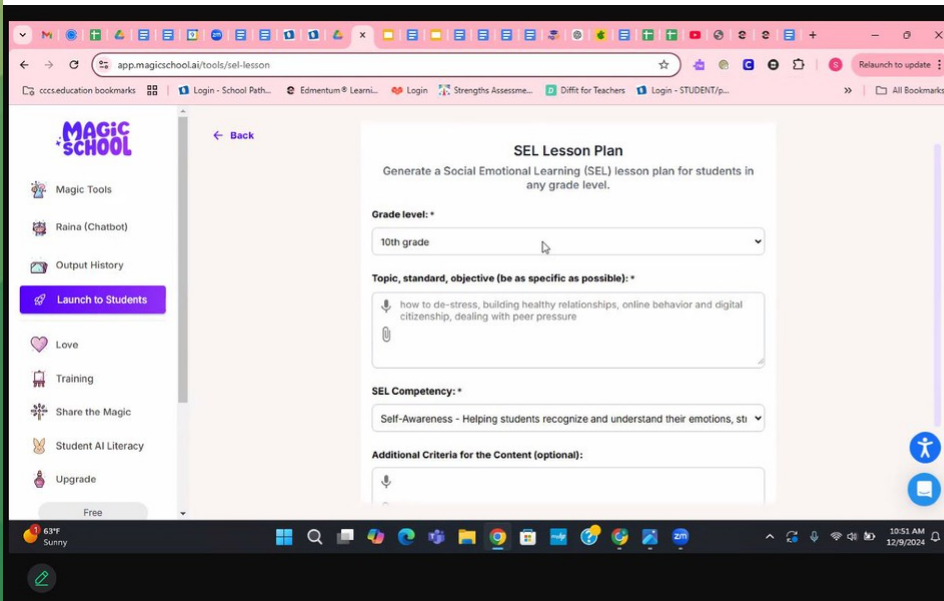
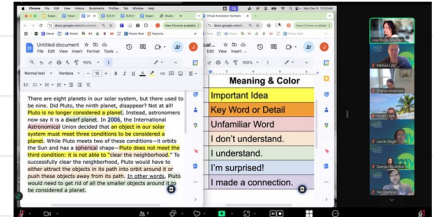
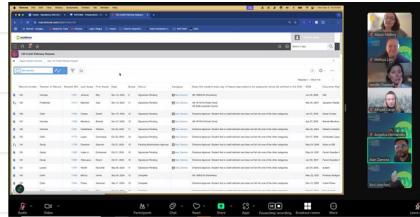
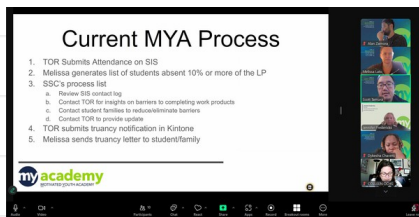


Shared by Assistant Director, Ms. Lato:

During the December 9th Instructional Workshop, staff presented conference-style breakout sessions on different instructional topics. The topics included:

- Sarina Laff - Using Magic School to automate planning tasks
- June Brock - Meeting the Needs of EL students
- Toni DeJesus - Finding What You Need in Kintone
- Scott Tamura - Bridging School and Life - Using Students' Life Events as Work Samples

Staff participated in sessions that aligned with their interests, allowing them to take away ideas and strategies to incorporate into their work.



Assessment and Accountability

School Culture and Support for Student Personal, Social-Emotional, and Academic Growth

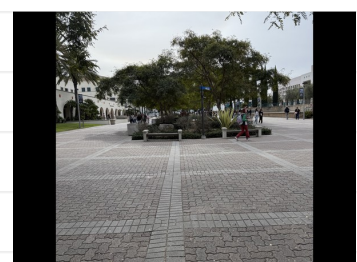
Shared by Marketing Assistant, Ms. Phillips:

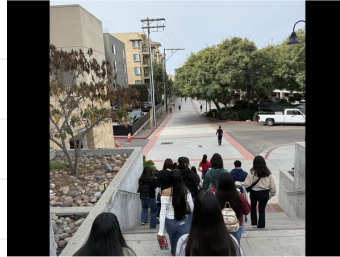
MY Academy staff recently gathered for an in-person meeting and luncheon. During the meeting, staff reflected on the incredible experiences of the school year so far.



Shared by School Counselor, Mr. Zamora:

On December 11, 2024, MY Academy students had the opportunity to tour the San Diego State University campus. During the tour, students split up into smaller groups to explore what the college has to offer.





GET **social** with **MYA!**
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@



Contact Us

Email: info@myacademy.org

Website: www.myacademy.org

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

Phone: [619-343-2048](tel:619-343-2048)

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

Instagram: [@myacademyca](https://www.instagram.com/myacademyca)

YouTube: <https://www.youtube.com/@MYACADEMYCA>



MY Academy

MY is using Smore to create beautiful newsletters

Coversheet

Comprehensive Crisis Communication Plan Presentation, Presented by Gigi Lenz, Operations and Program Manager

Section: X. Correspondence/Proposals/Reports
Item: C. Comprehensive Crisis Communication Plan Presentation, Presented
by Gigi Lenz, Operations and Program Manager
Purpose: FYI
Submitted by:
Related Material: Comprehensive Crisis Communication Plan.pdf



COMPREHENSIVE

CRISIS COMMUNICATION PLAN



Objectives

Key Points

- Ensure timely, accurate communication.
- Minimize disruptions and misinformation.
- Comply with legal and regulatory requirements.

Key Roles:



Spokesperson:
External communication.



Internal Coordinator:
Internal updates.



Technical Lead:
IT support.



External Liaison:
Agency coordination.



Crisis Communication Team

Communication Protocols



Primary Channels:

Email, SIS (Student Information System).



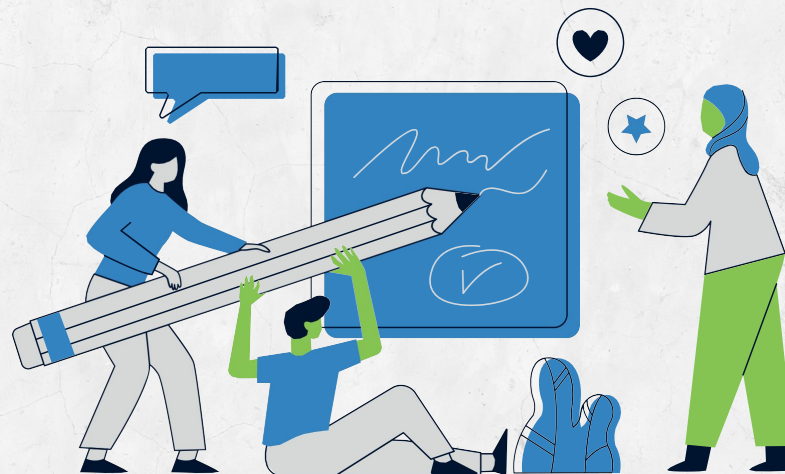
Secondary Channels:

Social media.



Response Timeline:

Initial response within 30 minutes.



Training and Drills

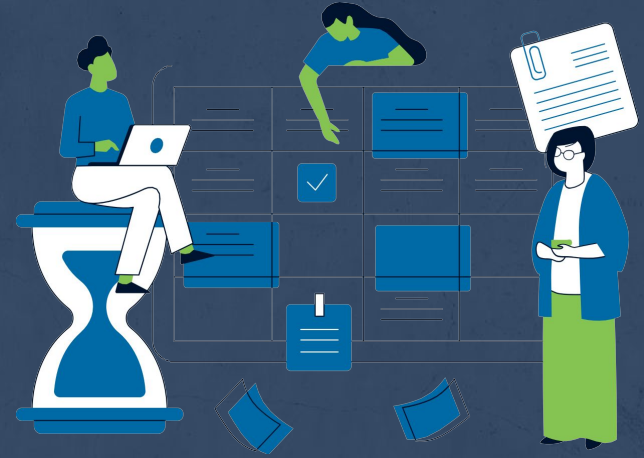
Approach:

- Quarterly workshops.
- Scenario-based simulations.
- Post-drill evaluations.



Resources and Support

Providing essential resources, mental health support, and crisis management through local partnerships.



01

Mental Health

Crisis Text Line, Access
and Crisis Line.

02

**Technical
Support**

24/7 IT hotline.

03

**Community
Partners**

Local emergency services.



THANK YOU

Coversheet

Special Education Mid Year Review Presentation, Presented by Bill Dobson, Interim Director

Section: X. Correspondence/Proposals/Reports
Item: D. Special Education Mid Year Review Presentation, Presented by Bill Dobson, Interim Director
Purpose: FYI
Submitted by:
Related Material: MYA Special Education MidYear Review Presentation 2025.01.09.pdf



Special Education

2024-2025 Mid-Year Review



2024-2025 Special Education *by the numbers*

298 = Students enrolled at MY Academy

71 = Students receiving Individualized Learning Plan (IEP) services

24% = All students enrolled at MYA receive SPED support



2024-2025 Students with IEP's *by grade level*

Grade	MYA Enrollment	Students with IEP's	Grade Enrollment
Sixth	4	1	25%
Seventh	13	2	15%
Eighth	22	7	32%
Ninth	45	9	20%
Tenth	63	19	30%
Eleventh	74	23	31%
Twelfth	76	10	13%



2024-2025 Students with IEP's *by residential area*

	MYA Enrollment	Enrollment %	MYA SPED Students	SPED Total %	SPED Enrollment Area	SPED Area %
San Diego County (within MEUSD boundaries)	62	21%	14	5%	14	23%
San Diego County (outside MEUSD boundaries)	152	51%	34	11%	34	23%
Imperial County	11	4%	2	1%	2	18%
Orange County	22	7%	5	2%	5	23%
Riverside County	51	17%	16	5%	16	31%
MYA Totals	298	100%	71	24%	71	24%



2024-2025 Students with IEP's *by primary disability*

	Autism	Emotional Disturbance	Intellectual Disability	Multiple Disabilities	Other Health Impairment	Specific Learning Disability	Speech or Language Impairment
San Diego County (within MEUSD boundaries)					3	10	1
San Diego County (outside MEUSD boundaries)	4	3	3		12	11	1
Imperial County					1	1	
Orange County	2			1	2		
Riverside County	2	2	2		4	6	
MYA Totals	8	5	5	1	22	28	2



2024-2025 Special Education Staff

1.0 FTE - School Psychologist / Program Manager

3.2 FTE - Case Managers

1.5 FTE - Instructional Assistants - SPED



2024-2025 Special Education Vendor Services

Adaptive Physical Education

Language and Speech

Occupational Therapy



2024-2025 Special Education Continuing Goals

Hold all IEP meetings within required timeline

Complete IEPs due between August and September 2025 by May 2025.

Ensure assessment accommodations/modifications are properly documented in TOMs by the end of January 2025

Professional Development to inform and implement new SPED law effective January 1, 2025



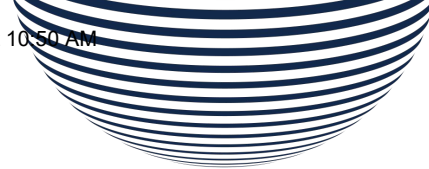
Questions?

Thank You

Coversheet

2023-2024 State Assessment Data Student Achievement, Presented by Melissa Lato, Assistant Director

Section: X. Correspondence/Proposals/Reports
Item: E. 2023-2024 State Assessment Data Student Achievement, Presented
by Melissa Lato, Assistant Director
Purpose: FYI
Submitted by:
Related Material:
2023-2024 State Assessment Data and Student Achievement Presentation is 2025.01.09.pdf



2023-2024 State Assessment Data and Student Achievement



January 2025



California State Dashboard

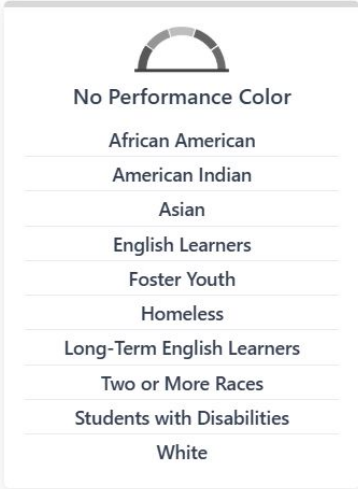
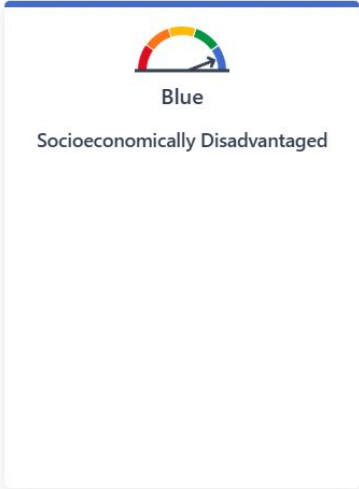
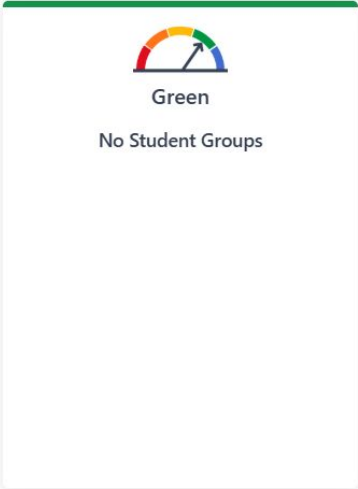
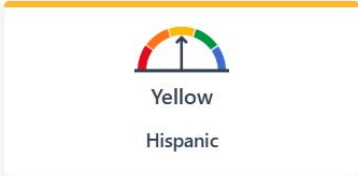
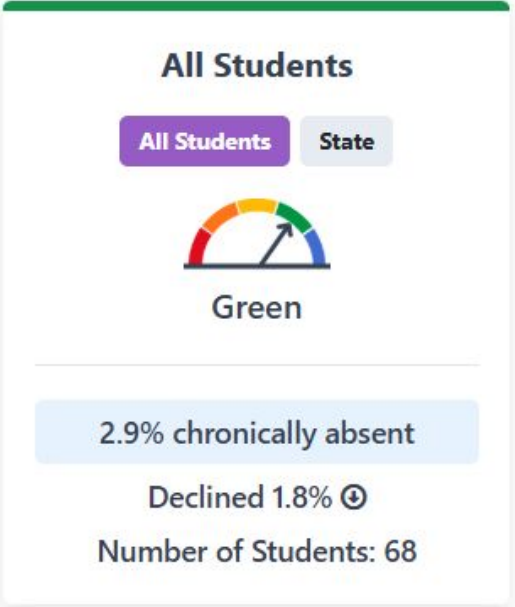
- Performance Color is based on two factors:
 - Current data on measure
 - Improvement or lack of improvement from the prior school year

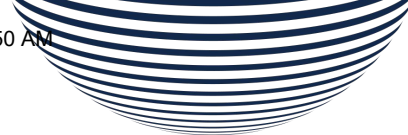
Level	Declined Significantly	Declined	Maintained	Increased	Increased Significantly
Very High	Yellow	Green	Blue	Blue	Blue
High	Orange	Yellow	Green	Green	Blue
Medium	Orange	Orange	Yellow	Green	Green
Low	Red	Orange	Orange	Yellow	Yellow
Very Low	Red	Red	Red	Orange	Yellow





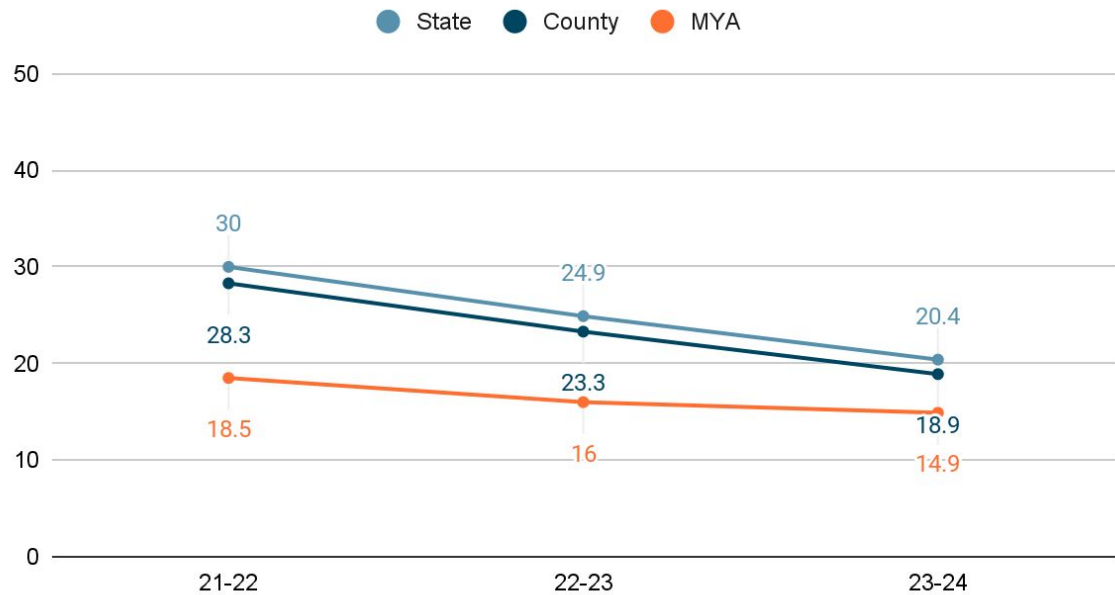
Attendance and Chronic Absenteeism

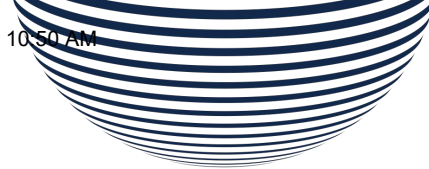




Attendance - Chronic Absenteeism Rates

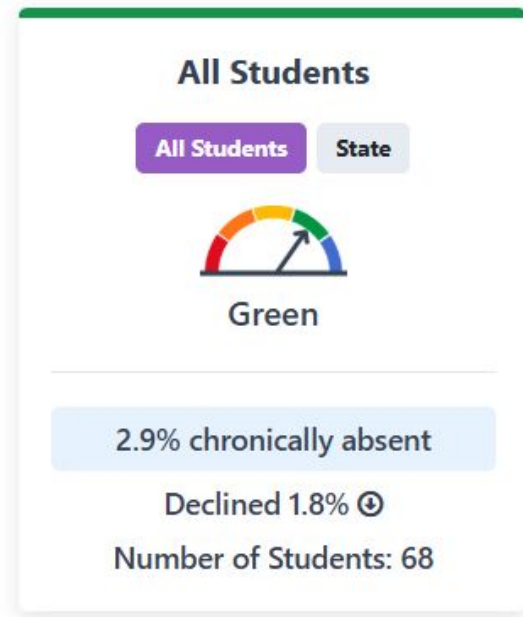
% of All Students Chronically Absent

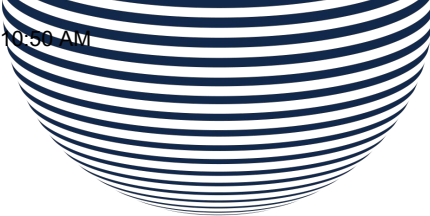




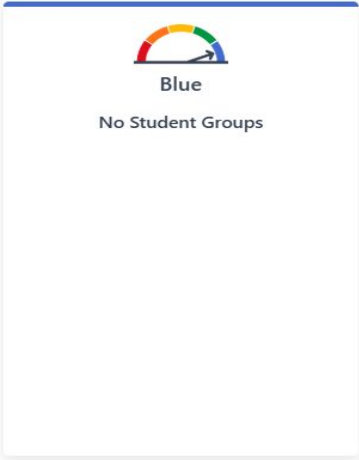
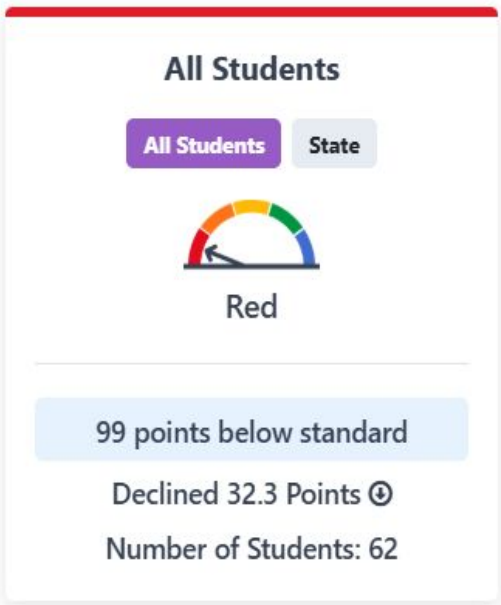
Attendance and Chronic Absenteeism Conclusions

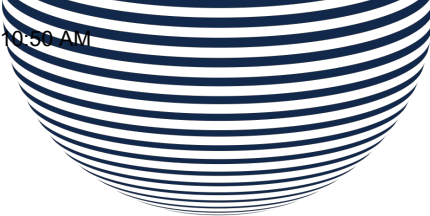
- Improved with a decline of 1.8%
- Student Success Coordinator impact



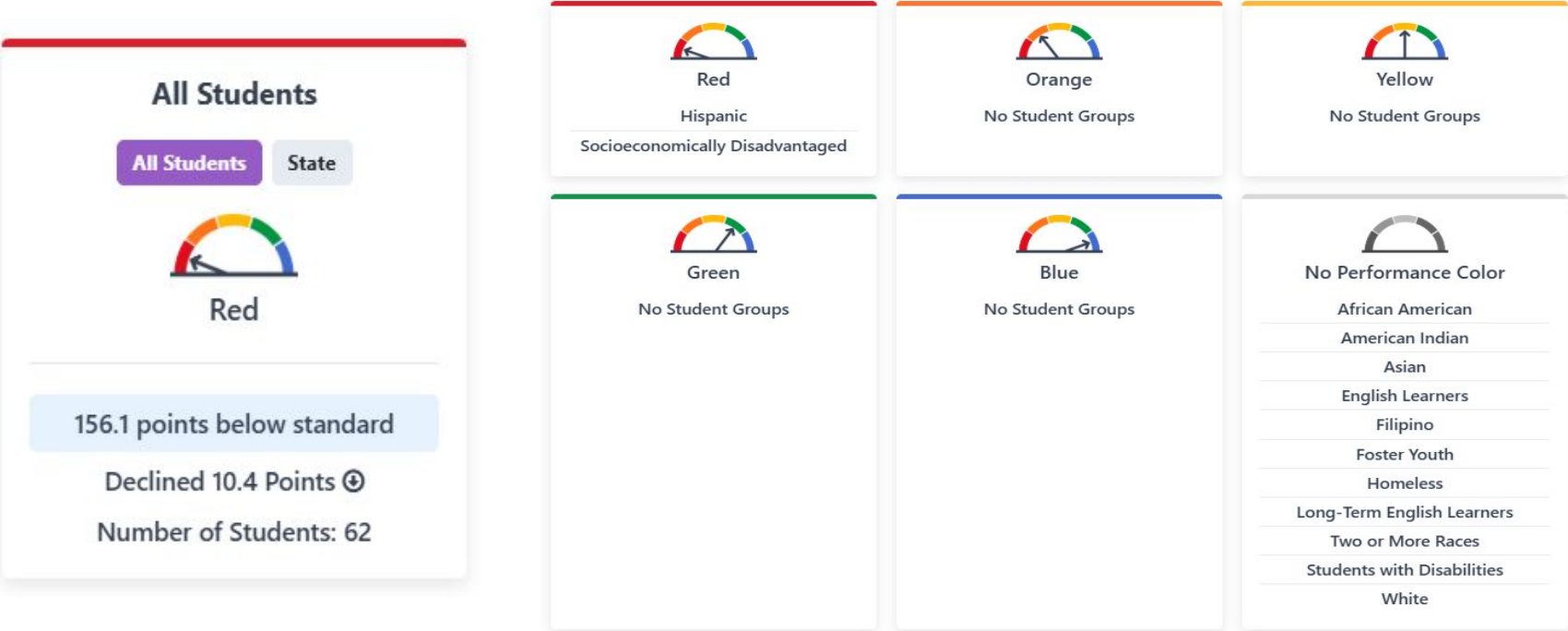


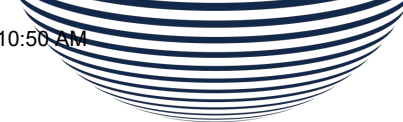
English Language Arts





Mathematics





ELA & Math Performance - Not Enough Data

- Data for the following student groups is suppressed to protect student data
 - Native American
 - Asian
 - African American
 - Filipino
 - Two or More Races





Parsec - Deeper Data Dive

		New Students / Student Percent	
Category	Grade	2023-24	Grand total
New Student(s)	6	2.0%	2.0%
	7	4.0%	4.0%
	8	13.9%	13.9%
	9	21.8%	21.8%
	10	20.8%	20.8%
	11	14.9%	14.9%
	12	22.8%	22.8%

- % of 1st Year Students by grade level at MYA
- Shows that the majority of students (56%) who enrolled were in grades 10, 11, and 12
- Students come to MY Academy for many reasons and may not always stay long enough to impact test scores

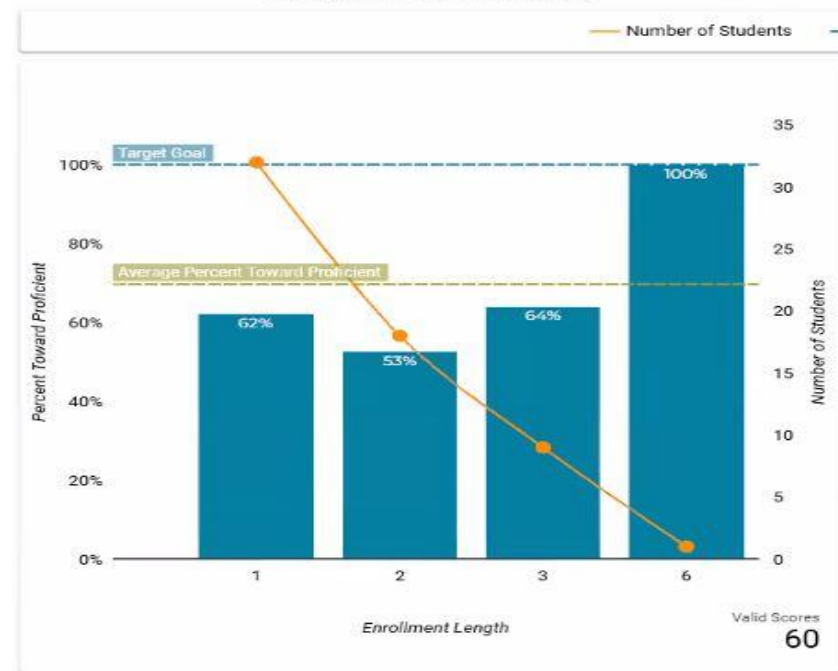




Parsec - Deeper Data Dive

- Length of Enrollment and Percent Towards Proficient
- Shows uptick after two years of enrollment at MY Academy
- MY Academy has 1 student enrolled for 6 years, which is the typical amount of time a school or district has with a student
 - That one student has met/exceeded the standard

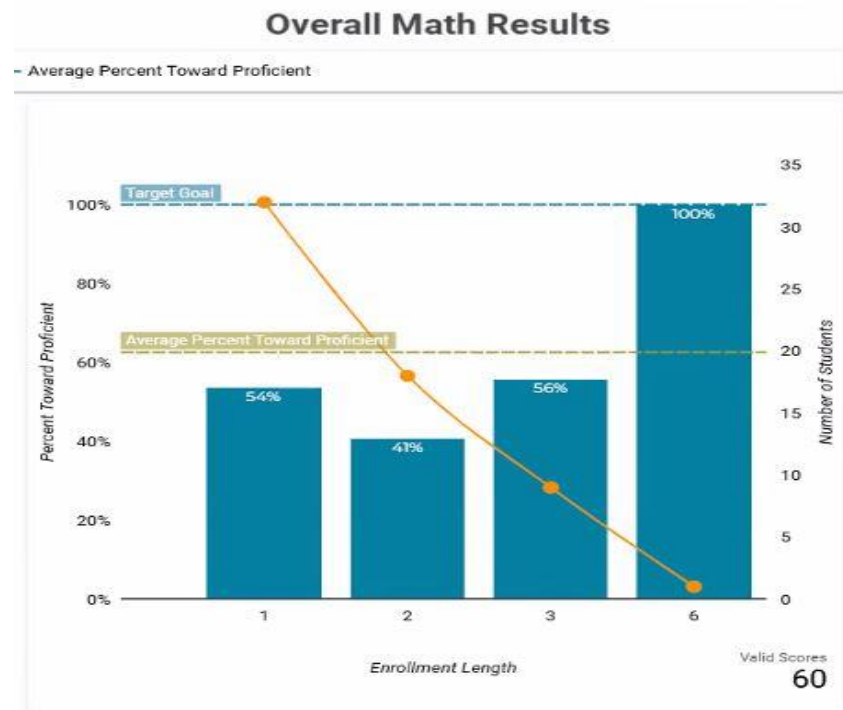
Overall ELA Results





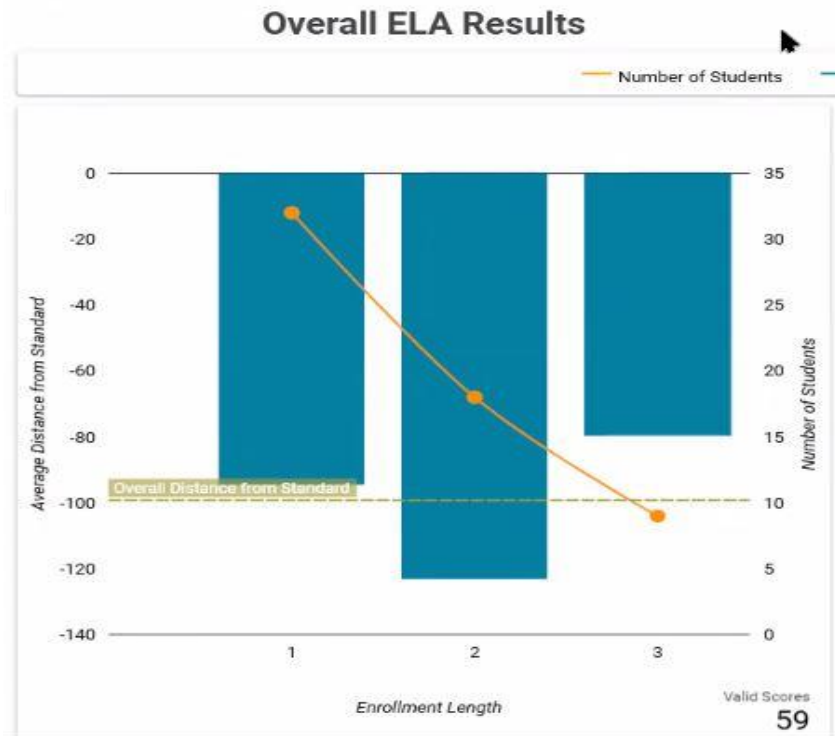
Parsec - Deeper Data Dive

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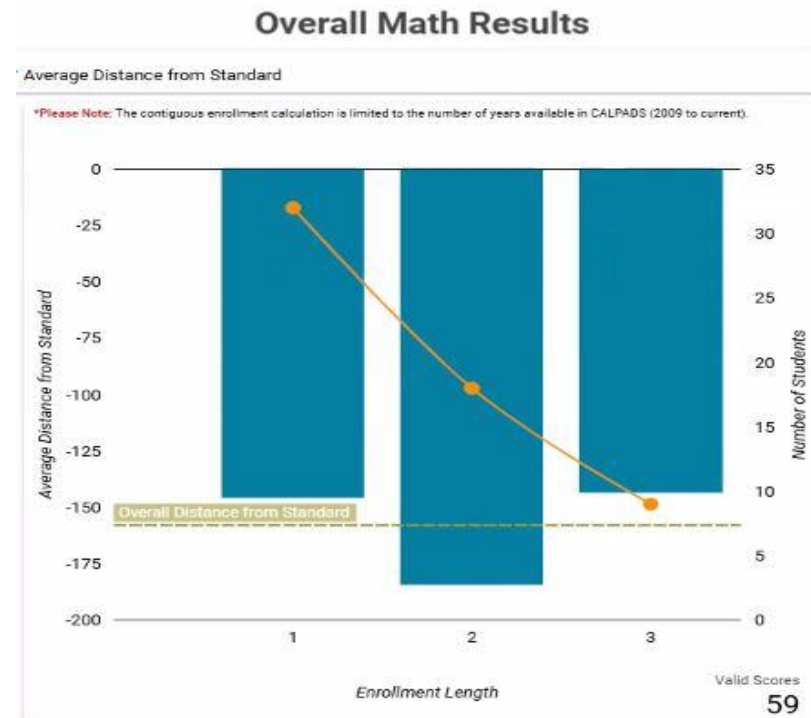
Parsec - Deeper Data Dive

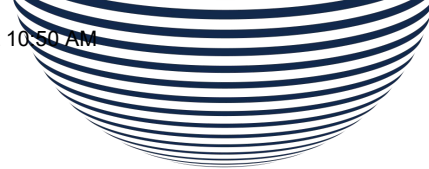
- Distance From Standard vs. Enrollment Length
- When students are enrolled for 3 or more years, they maintain consistent progress towards proficiency in ELA



Parsec - Deeper Data Dive

- Distance From Standard vs. Enrollment Length
- When students are enrolled for 3 or more years, they progress 10% towards proficiency in math

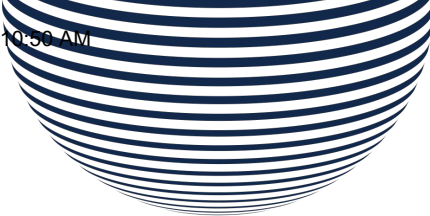




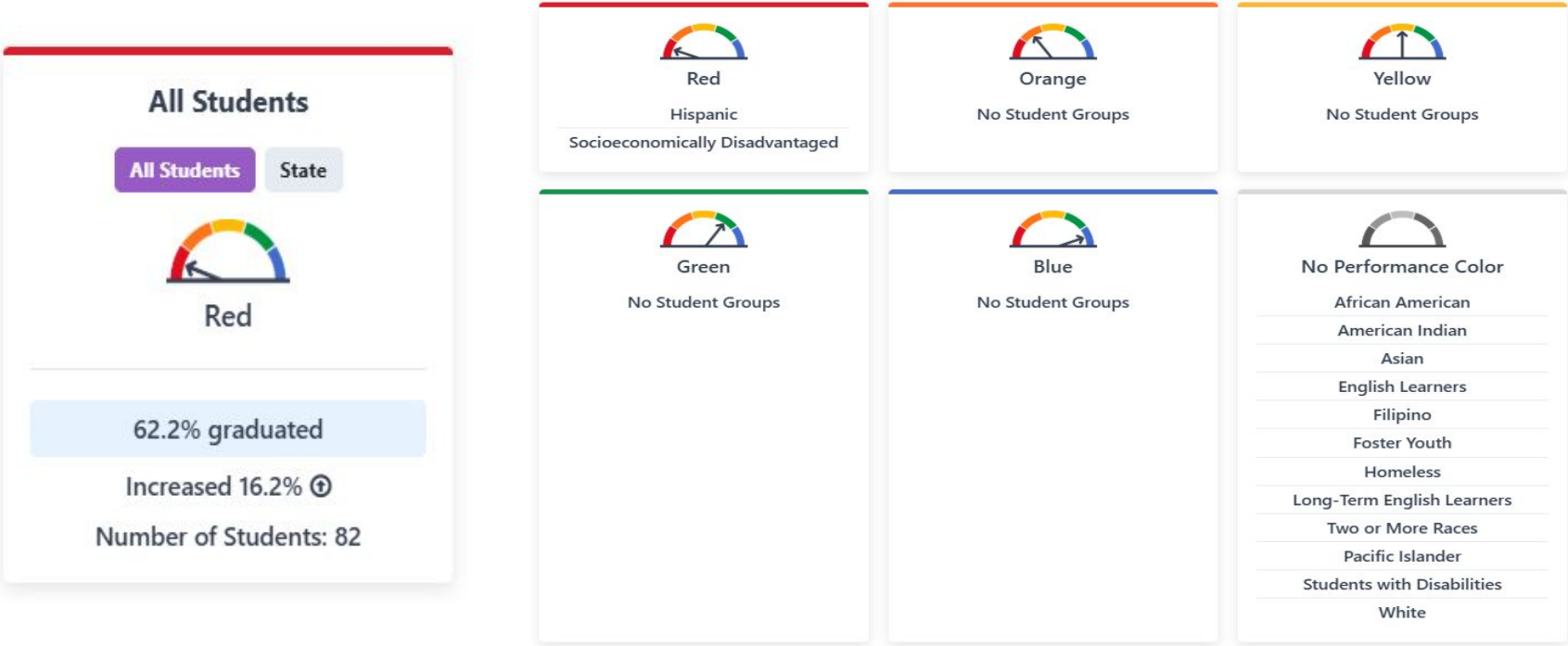
ELA and Mathematics Conclusions

- There is continuous enrollment at MY Academy
- Students entering MY Academy have low test scores
- Students who stay at MY Academy for 3 years or more improve their test scores
- Our goal is to encourage student engagement for 3 or more years or until students graduate



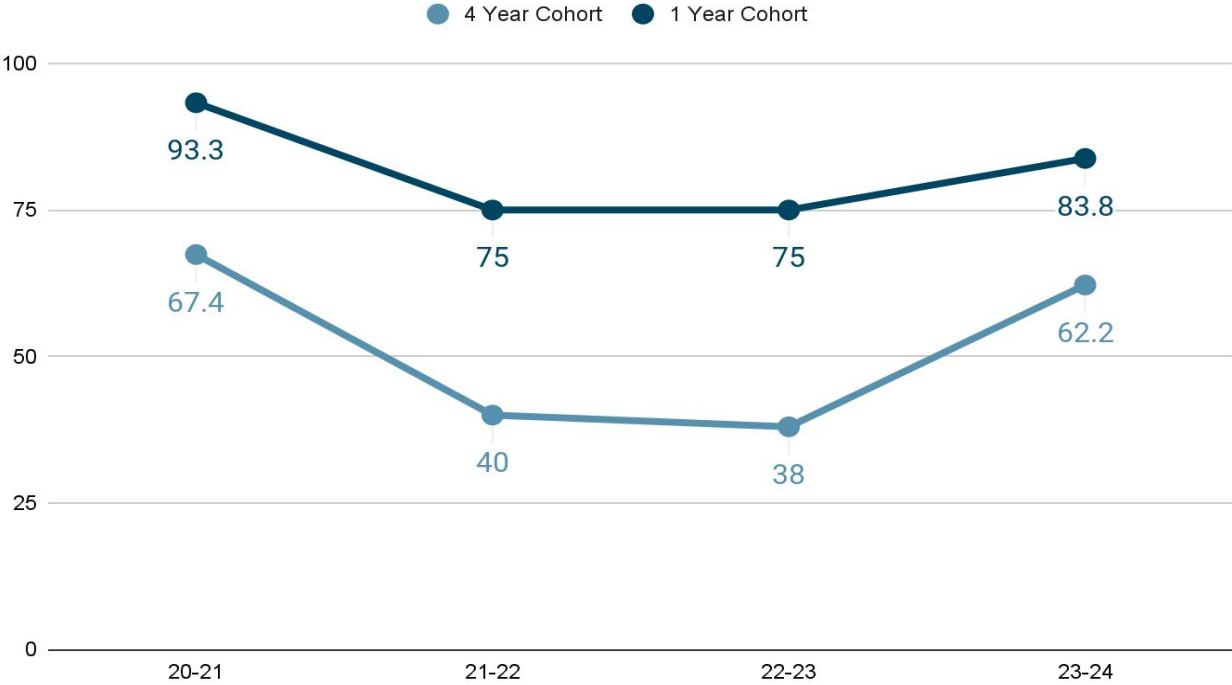


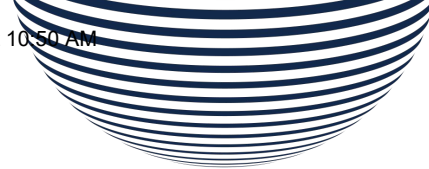
Graduation Rate





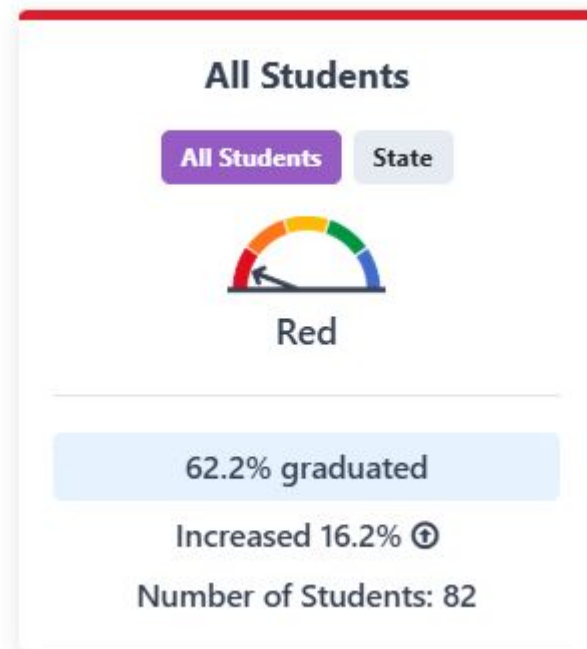
Graduation Rates Year After Year

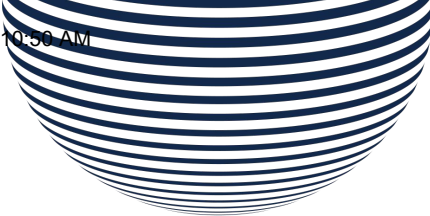




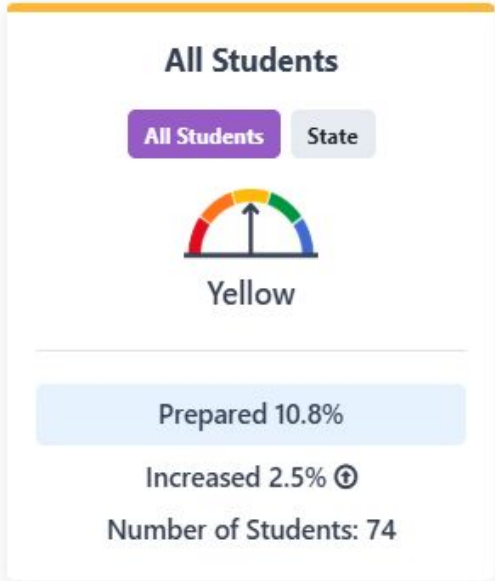
Graduation Rate Conclusions

- 4 year cohort grad rate increased
- 1 year cohort grad rate increased
- Student Success Coordinator impact
- Remains a continuous growth area



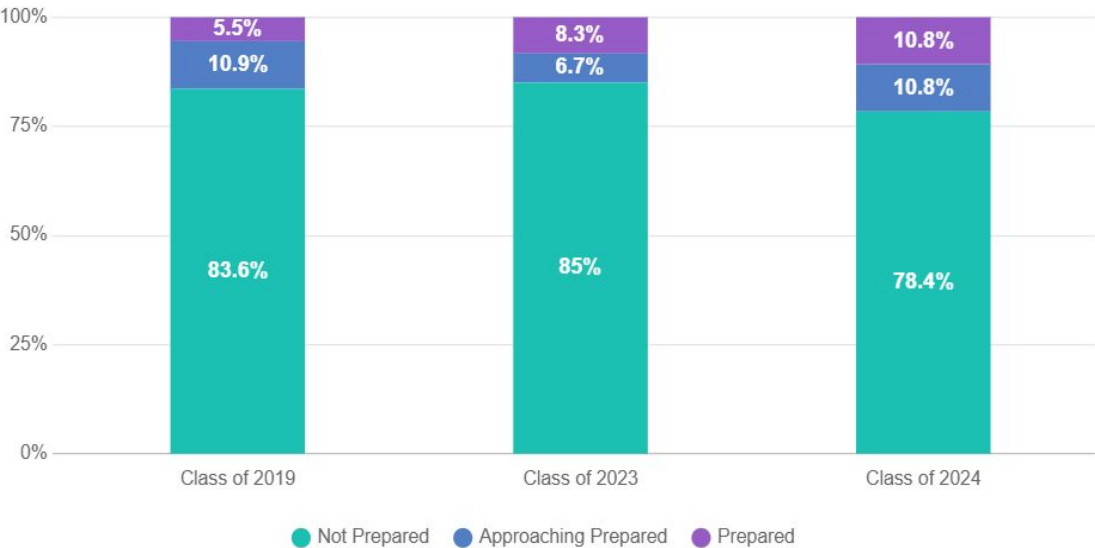


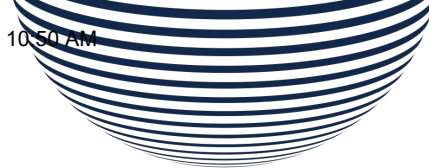
College and Career Indicator



College/Career

The percent of students per year that qualify as Not Prepared, Approaching Prepared, and Prepared.

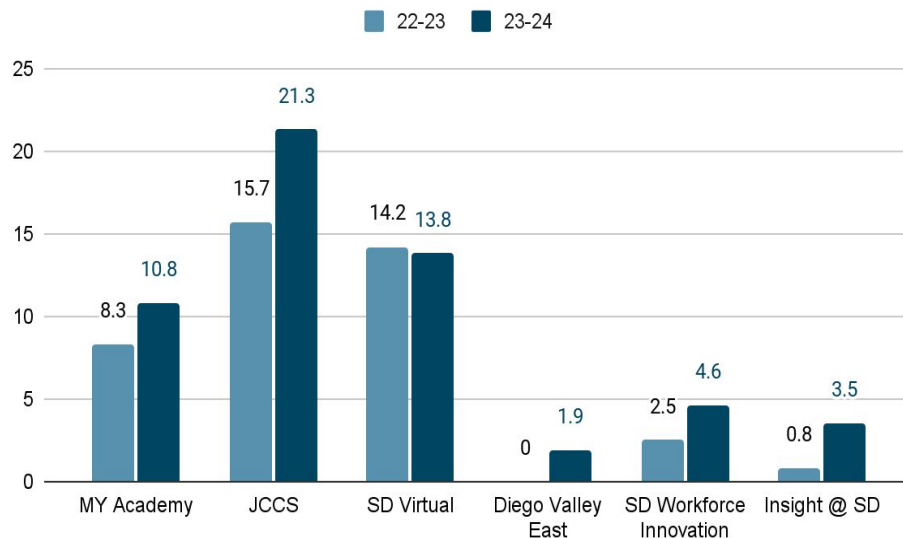




College and Career Indicator Conclusions

- 10.8% prepared
- 10.8% approaching prepared
- Showing growth
- Top performing for DASS schools in San Diego County

% Students Prepared in Local DASS Schools



Parsec - Deeper Data Dive

- Blue/Green (Equity) Ranking
- Shows how many blue/green indicators a school has overall
- MY Academy ranks 8th out of 14 when compared to similar size and demographic schools
 - DASS
 - 150-300 enrollment
 - < 70% Low SES students

CA SCHOOL DASHBOARD

Blue/Green Ranking

Select an Agency/County **Select a Single Year**

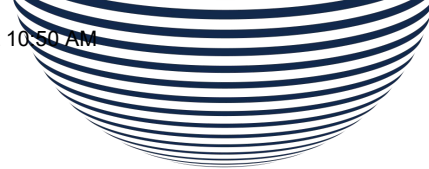
Agency: School (1) **Year: 2024 (1)** School School Type Grades Served Charter Magnet Must Select

County Student Group District District Type

Student Enrollment 150 300 70.00% Econ. Disadv.

Year	District	School	Admin First Na...	Admin Last Na...	Email	LCAP	BG %	BG Count	Total Colors
1. 2024	Riverside County Of...	Audeo Valley Charter	Shamita	Moore	info@audeovalley.com	Details	64.71%	11	17
2. 2024	Duarte Unified	Opportunities for Le...	Richard	Moreno	offleadership@propelcmg.org	Details	63.64%	7	11
3. 2024	William S. Hart Uni...	Mission View Public	Corrine	Manley	principal@missionview.org	Details	63.64%	7	11
4. 2024	Hesperia Unified	Mirus Secondary	Mary	Bixby	info@miruscharter.com	Details	52.94%	9	17
5. 2024	Baldwin Park Unified	Opportunities for Le...	Ileana	Kiriakos	bpleadership@propelcmg.org	Details	50%	10	20
6. 2024	San Gabriel Unified	Options for Youth S...	Jodi	Moreno	sgleadership@propelcmg.org	Details	47.37%	9	19
7. 2024	Redlands Unified	Orangewood High (...)	Carli	Norris	carli_norris@redlands.k12.ca.us	Details	47.06%	8	17
8. 2024	Mountain Empire U...	Motivated Youth Ac...	Bill	Dobson	bdobson@myacademy.org	Details	40%	6	15
9. 2024	Los Angeles Unified	Will Rogers Continu...	Sunshine	Sepulveda-Klus	sepulveda.sunshine@lausd.net	Details	33.33%	4	12
10. 2024	Kern High	Tierra Del Sol Conti...	Rebekah	Fulce	rebekah_fulce@kernhigh.org	Details	30.77%	4	13
11. 2024	Stockton Unified	Stockton High	Tommy	Mogan	msantella@stocktonusd.net	Details	25%	3	12
12. 2024	Twin Rivers Unified	SAVA - Sacramento ...	Jason	Sample	superintendent@gcccharters...	Details	16.67%	2	12
13. 2024	Kern High	Vista Continuation ...	Cheryl	Thompson	cheryl.thompson@kernhigh.o...	Details	7.69%	1	13
14. 2024	Kern County Office ...	Kern County Juvenil...	Molly	Mier	mmier@kern.org	Details	5.56%	1	18





Questions?

*MY Academy- Where all
students are welcome.*



Coversheet

Consent - Business/Financial Services

Section: XI. Consent
Item: A. Consent - Business/Financial Services
Purpose: Vote
Submitted by:
Related Material: Check Register - December 2024.pdf
Young Minney & Corr, LLP Rate Change Letter 2025.01.09.pdf

BACKGROUND:

Young, Minney & Corr, LLP (YMC) has been a trusted legal partner for Motivated Youth Academy, providing essential expertise in education law, governance, and compliance. YMC recently notified Motivated Youth Academy of a rate adjustment implemented as of January 2025. The updated rates reflect increases due to rising operational costs and market adjustments, enabling YMC to continue delivering specialized, high-quality legal services tailored to charter schools. These new rates, detailed in the notification letter, remain competitive within the education law sector and align with YMC's exceptional track record of expertise and support. The firm continues to stand out among similar providers by offering timely, specialized legal guidance that minimizes risks and ensures regulatory compliance.

RECOMMENDATION:

It is recommended the Board approve the proposed rate increase by Young, Minney & Corr, LLP.

MY Academy Charter

Check Register

For the period ended December 31, 2024

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
20973	SCHO002--SchoolsFirst Plan Administration LLC	MYA 457b 403b 11/26/24	12/9/2024	\$7,155.46
20974	ACAC000--Acacia HR Solutions	Consulting Svcs - 11/23	12/11/2024	3,000.00
20975	ALPH000--Alpha Vision, Inc.	Backupify G-Suite - 12/24	12/11/2024	70.00
20976	CALI006--California Center for the Arts, Escondido	01/25 Graduation Ceremony Venue	12/11/2024	2,933.61
20977	CAMP000--Campo Cafe	Meals - 10/22/24 - 11/21/24	12/11/2024	1,288.69
20978	CHAR000--Charter Impact LLC	Business Mgmt Svcs - 12/24	12/11/2024	8,227.25
20979	FORT000--Forth and Sons	Web Svcs - QR Codes	12/11/2024	100.00
20980	PROC000--Procopio General	Legal Svcs through 10/31/24	12/11/2024	355.60
20981	SANB000--San Bernardino County Superintendent	Student Records Workshop Registration (2)	12/11/2024	450.00
20982	SCHO0061--School Pathways LLC	Subscription (1) - 12/01/24 - 11/30/25	12/11/2024	1,000.00
20983	SPEC000--Specialized Therapy Services, Inc.	SpEd Svcs - 10/24	12/11/2024	6,314.53
20984	TSWT000--TSW Therapy, Inc.	SpEd Svcs - 11/24	12/11/2024	405.00
20985	ACAC000--Acacia HR Solutions	Consulting Svcs - 12/24	12/17/2024	4,800.00
20986	ALPH000--Alpha Vision, Inc.	Cybersecurity Meeting - 12/05/24	12/17/2024	100.00
20987	CHAR000--Charter Impact LLC	Student Data Svcs - 10/24 - 11/24	12/17/2024	3,477.50
20988	KRAC000--KRA Corporation	Consulting Svcs - 11/24	12/17/2024	6,265.85
20989	SAND002--San Joaquin County Office of Education	Software - EdJoin - One Year Term (4)	12/17/2024	4,800.00
20990	SANM000--San Marcos Parks & Recreation	Professional Development	12/17/2024	225.00
20991	VERI001--Verizon Wireless	Communication Svcs - 11/02/24 - 12/01/24	12/17/2024	4,321.71
20992	VERI2788--Verizon Wireless	Communication Svcs - 11/06/24 - 12/05/24	12/17/2024	310.14
322271620000147	AMAZ000--Amazon Capital Services	Office Supplies	12/11/2024	117.18
322271620000148	FRAI000--Steve Fraire	Stipend - 12/24	12/11/2024	650.00
322271620000149	HUMP000--Michael P. Humphrey	Stipend - 12/24 - Additional	12/11/2024	1,100.00
322271620000150	ALVA000--Larry Albert Alvarado	Stipend - 12/24	12/11/2024	650.00
322271620000151	MATZ000--Peter Matz	Stipend - 12/24	12/11/2024	650.00
322271620000152	HALL000--William W. Hall	Stipend - 12/24 - Additional	12/11/2024	1,100.00
322271620000153	RBCO000--R&B Communications	Website Svcs - Ontraport Subscription	12/11/2024	2,351.00
322271620000154	KEYN000--Keyn Group, LLC	IT Support - 01/25 - 03/25	12/17/2024	15,181.99
322271620000156	PROI000--Pro Imprint	Custom Office Supplies	12/17/2024	1,420.84
322271620000157	ONEB000--OneBridge FSA	2025 Health FSA Deposit	12/19/2024	7,000.00
ACH	CHAS000--Chase	Service Charges	12/4/2024	25.30

Total Disbursements Issued in October \$ 85,846.65



LAW OFFICES OF YOUNG • MINNEY • CORR LLP

NOVEMBER 27, 2024

Via U.S. Mail

Motivated Youth Academy
Attn: Bill Dobson, Interim Director
500 La Terraza Blvd Ste 150
Escondido, CA 92025

Re: YM&C Legal Services

Dear Valued Client:

Thank you for choosing Young, Minney & Corr LLP ("YM&C") as your trusted legal counsel and partner. We take pride in being California's most experienced, knowledgeable, and respected firm in education law, and we genuinely value your trust and partnership.

YM&C has a longstanding commitment to delivering exceptional legal support to schools across California. In recognition of the funding limitations faced by educational institutions, we have always maintained hourly rates for school clients that are substantially lower than our standard rates. This allows us to provide quality legal services at accessible prices.

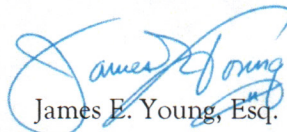
However, due to significant increases in market-wide operating and personnel costs, the overall cost of delivering services has risen, despite our best efforts to mitigate these changes. The rising expenses now make a modest rate adjustment necessary.

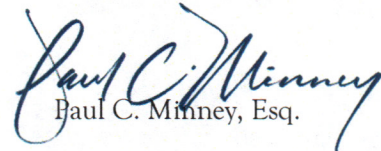
To ensure we can continue delivering high quality legal services to meet your needs, our hourly rates effective January 1, 2025 will be as follows: Partners and Of Counsel \$395, Senior Associates \$360, Associates \$335, Law Clerks \$195, and Paralegals \$145.

YM&C remains committed to offering our education clients the most competitive rates for high-quality legal services. We are grateful for your business and look forward to working with you in 2025 and beyond.

Very truly yours,

LAW OFFICES OF YOUNG, MINNEY & CORR LLP


James E. Young, Esq.


Paul C. Minney, Esq.

SACRAMENTO ■ LOS ANGELES ■ SAN DIEGO ■ WALNUT CREEK

MAIN OFFICE: 655 UNIVERSITY AVENUE, SUITE 150, SACRAMENTO, CA 95825 ■ YMCLEGAL.COM

Coversheet

Consent - Education/Student Services

Section: XI. Consent

Item: B. Consent - Education/Student Services

Purpose: Vote

Submitted by:

Related Material:

2025-2026 Student and Educational Rights Holder Handbook - Redlined - 2024.12.30.pdf

2025-2026 Student and Educational Rights Holder Handbook - For Board Approval - 2024.12.30.pdf

f

License for Use - County of San Diego Live Well Program 2025.01.09.pdf

MOU with La Posta Band of Diegueno Mission Indians - for board approval - 2025.01.09.pdf

BACKGROUND:

Student and Educational Partner Handbook

The revised 2025-26 Student and Educational Rights Holder Handbook reflects Motivated Youth Academy's commitment to providing a comprehensive and equitable educational framework for all students. Updates include enhancements to policies such as admissions, attendance, academic guidance, and student health and safety, ensuring compliance with state and federal regulations. The revisions also incorporate clarified language around graduation pathways, nondiscrimination policies, and educational rights, supporting transparency and accessibility for students and their families. These changes demonstrate the Academy's dedication to fostering a safe, inclusive, and academically rigorous environment while maintaining alignment with best practices and legal requirements. Approval of this updated handbook is essential for upholding the Academy's mission and values in the coming academic year.

County of San Diego for Live Well San Diego Program

The license for use between Motivated Youth Academy and the County of San Diego provides a framework for the Academy's continued use of County facilities. It ensures compliance with legal and operational standards, including updated insurance requirements and explicit guidelines for premises usage. By formalizing access to the Immigrant and Refugee Welcome Center at 649 W. Mission Ave., Escondido, the agreement underscores the school's commitment to delivering programs for immigrants and refugees in a secure and mutually beneficial environment. These adjustments align with both parties' objectives to enhance service delivery while maintaining operational accountability.

Memorandum of Understanding (MOU) with La Posta Band of Diegueño Mission Indians

The proposed Memorandum of Understanding (MOU) between Motivated Youth Academy (MYA) and the La Posta Band of Diegueño Mission Indians establishes a meaningful collaboration aimed at enhancing educational opportunities for underserved students. This partnership leverages MYA's proven expertise in providing personalized, flexible, and accessible education, particularly for At-Promise youth and young adults, with the La Posta Band's commitment to fostering sustainable development and improving quality of life for its community members. Through this agreement, both parties will mutually support student success by sharing resources, attending community-based

events, and facilitating access to free public education culminating in a high school diploma. The MOU aligns with MYA's mission to break barriers in education while respecting the cultural and governance priorities of the La Posta Band. Approval of this agreement will formalize an impactful partnership that prioritizes equitable access to education and community engagement.

RECOMMENDATION:

It is recommended the Board approve the 2025-2026 Student and Educational Partner Handbook

Fiscal Impact: None

It is recommended the Board approve the License for Use with County of San Diego Live Well San Diego Program.

Fiscal Impact: None

It is recommended the Board approve the Memorandum of Understanding (MOU) between Motivated Youth Academy (MYA) and the La Posta Band of Diegueño Mission Indians.

Fiscal Impact: None



Motivated Youth Academy
Student and Educational Rights Holder
Handbook 2025-264-25

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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

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 ~~2025-26~~ 2024-2025 Links

You will find the MY Academy ~~2025-2026~~ 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).

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.

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 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.

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.

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](#).

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.

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.

Immigrant Pupils' Rights

Under Education Code 234.7, all children have a right to equal access to free public education, regardless of their or their parents'/guardians' immigration status.

All children in California:

- Have the right to a free public education.
- Must be enrolled in school if they are between 6 and 18 years old.
- Have the right to attend safe, secure, and peaceful schools.
- Have a right to be in a public school learning environment free from discrimination, harassment, bullying, violence, and intimidation.
- Have equal opportunity to participate in any program or activity offered by the school without discrimination.

Additional information on this subject can be found directly from the State of California Department of Justice website and the MY Academy website.

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, disability, age, 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"), Education Code 234.7, Title VI of the Civil Rights Act of 1964 and the Individuals with Disabilities Education Act of 2004 ("IDEA").

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.

For further information on notice of non-discrimination, visit the U.S. Department of Education [Office of Civil Rights \(OCR\)](#) for the address and phone number of the office that serves your area, or call 1-800-421-3481.

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.

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

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.

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.

Cal Grant Program Notice

The Charter School is required by state law to submit the Grade Point Average ("GPA") of all high school juniors/seniors by January 1st of their grade 11 academic year 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 September 1.

GPAs will be reported to Cal Grant on October 1 in order to meet the October 1 submission deadline. Students wishing to opt-out must complete and submit the opt-out form by September 1. Should the Cal Grant GPA Opt-Out form not be received by the date stated on the form, it is understood that the student has agreed to have their GPA submitted for Cal Grant consideration.

 [Cal Grant Opt GPA out form - English.pdf](#)

 [Cal Grant GPA opt out form - Spanish.pdf](#)

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 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.

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.

English Language Proficiency Assessments for California (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.

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.

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
<u>Total Credits</u>	<u>210</u>

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

Motivated Youth Academy
 Adopted: October 10, 2019
 Revised: July 2022
 Revised: January 11, 2024
 Revised: October 8, 2024
 Revised: month, day, year

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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:

<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
Physical Education	20
Career Technical Education, Foreign Language or Visual and Performing Arts	10
<u>Total Credits</u>	<u>130</u>

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

[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.

[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 12th 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>

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.

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:
 - o The date of the instruction
 - o 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.

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.

Student Grades

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](#).

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.

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

(619) 343-2048

to obtain this information.

MY Academy currently receives school-wide assistance grants based on student/family socioeconomic status upon enrollment. This funding is allocated for direct impact on our at-risk students, English Learner, homeless, foster, juvenile, delinquent, migratory, and any student who is working toward grade level proficiency. Title I funding provides students with the appropriate interventions and resources to improve their academic achievement and meet state standards.

School-Parent Compact

Our Parent/School Compact addresses legally required items, as well as other items suggested by parents and family members of Title I, Part A students.

Parents Right to Know Letter

If at any time your child has been taught for four or more consecutive weeks by a teacher not highly qualified, the school will notify you.

Parent and Family Engagement Policy

MY Academy has developed a written Parent and Family Engagement Policy with input from Title I parents and families. MY Academy has distributed the Policy to parents of Title I students by posting it on the school website and including it in the Parent and Student Handbook. This Policy describes the means for carrying out the following Title I parent and family engagement requirements.

Additional information may be found on the California Department of Education website.

<https://www.cde.ca.gov/sp/sw/index.asp>

Melissa Lato, Intervention Coordinator

Ph: 619-343-2048

mlato@myacademy.org

Technology

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

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.

Student Health, Welfare, & Safety

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.

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.

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.

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 Substance & Addiction Prevention Branch](#)

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.

Firearm Safety Laws

"The California Legislature (Assembly Bill 452, Section 1, 2023) has found and declared:

- Guns are the third leading cause of death of children in America. Every day, eight children and teens are shot in instances of family fire, which is a shooting involving an improperly stored or misused gun found in the home resulting in injury or death.
- Data show that 75 percent of school shootings are facilitated by children having access to unsecured or unsupervised firearms at home. Eighty-seven percent of children know where their parents' firearms are stored, and 60 percent report that they have handled them.
- Over 80 percent of teens who have died by suicide used a firearm that belonged to someone in their home.

Assembly Bill 452—Pupil Safety: Parental Notification, Firearm Safety Laws

Section 48986 has been added to the California Education Code (EC) and requires that beginning on July 1, 2023, all kindergarten through grade twelve school districts, county offices of education, and charter schools shall annually inform educational rights holders of California's child access prevention laws and laws relating to the safe storage of firearms at the beginning of the first semester or quarter of the regular school term. You will find Assembly

Bill 452 on the California Legislative Information web page at https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB452.

Senate Bill 906—School Safety: Homicide Threats

Sections 49390 through 49395 have been added to the EC. This bill seeks to address homicidal threats in middle and high schools and applies only to local educational agencies that serve pupils in any grades from six through twelve as part of a middle school or high school. Local educational agencies serving these pupils must include information about child access prevention laws and laws relating to the safe storage of firearms in the annual notifications to educational rights holders at the beginning of the first semester or quarter of the regular school term. The law states that school officials are required to report homicidal threats or perceived threats, as defined, to law enforcement, who must conduct an immediate investigation and threat assessment, as defined. You will find Senate Bill 906 on the [California Legislative Information web page](#).

Parent/guardian annual notification that satisfies the model content requirement of Assembly Bill 452 and Senate Bill 906 is available in English and Spanish on the CDE Violence Prevention web page at <https://www.cde.ca.gov/lr/ss/vp/>.

It is our collective responsibility to ensure that students, staff, families, and communities are as prepared and safe as possible. Thank you for your attention and commitment to school safety."

The purpose of this section is to inform and to remind educational rights holders of all MY Academy students of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.

To help everyone understand their legal responsibilities, this section spells out California law regarding the storage of firearms. Please take some time to review this section and evaluate your own personal practices to assure that you and your family are in compliance with California law.

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
 - Note: The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor never actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

Note: Your county or city may have additional restrictions regarding the safe storage of firearms.

Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

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.

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 7th 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 7th 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.

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.

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 to request an evaluation: programmanager@myacademy.org or (619) 343-2048 x 123.
- 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 mediation 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.

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.

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.

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.

[Responding After a Suicide Death \(Postvention\)](#)

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Revised: July 2022
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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.

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](#).

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.

Student Identification (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.

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.

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).

Suicide Prevention Policy

Policy Adopted: October 10, 2019

Policy Revised: July 9, 2020

Policy Reviewed: August 19, 2021

Policy Revised: December 14, 2023

Policy Reviewed: December 12, 2024

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

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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 ~~partners~~ stakeholders.

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.

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.

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.

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.

Special Populations

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.¹
 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

¹ 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.

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.”

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.

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

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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](#).

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.

MY Academy does not discriminate on the basis of race or ethnicity, color, national origin, sex, disability, age, gender, gender identity, gender expression, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status. MY Academy does not discriminate on the basis of sex in the education program/activity of the school, and that it is required by Title IX not to discriminate in such a manner. The requirement not to discriminate in the education programs/activities of the school extends to admission and employment, and inquiries about the application for Title IX to the school may be referred to MY Academy's Title IX Coordinator, to the Assistant Secretary of Education, or both. Complaints alleging noncompliance may also be made by contacting the school's Executive Director. A copy of the school's nondiscrimination policy and Title IX policy is available upon request.

Section 504 requires MY Academy to provide a free appropriate public education to qualified students who have a physical or mental impairment that substantially limits one or more major life activities.

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 Act (“IDEA”), 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 IDEA 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. Under the IDEA, Educational rights holders have a right to inspect, review, and obtain copies of their child’s educational records. 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 or (619) 343-2048 x123.

MY Academy will collect information about a student’s special education eligibility or services. The educational rights holder of a child should submit to the Special Education Department a complete copy of the student's most recent IEP (Individualized Education Plan), 504 plan, or any related special education documentation, if your child was receiving special education services in the past. In addition, 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 your child was enrolled, including records relating to providing special education and related services to your child, and offering a Free and Appropriate Public Education (“FAPE”). If you have a student who receives special education services, please review this [Notice of Procedural Safeguards](#) to understand the special education rights of both educational rights holders and students.

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 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 students 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.

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

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.

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

Policy Adopted: October 10, 2019

Revised: August 13, 2020

Revised: September 13, 2021

Revised: December 14, 2023

Revised: December 12, 2024

Motivated Youth Academy

Adopted: October 10, 2019

Revised: July 2022

Revised: January 11, 2024

Revised: October 8, 2024

Revised: month, day, year

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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

Motivated Youth Academy
 Adopted: October 10, 2019
 Revised: July 2022
 Revised: January 11, 2024
 Revised: October 8, 2024
 Revised: month, day, year

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("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;

Motivated Youth Academy
Adopted: October 10, 2019
Revised: July 2022
Revised: January 11, 2024
Revised: October 8, 2024
Revised: month, day, year

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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.

A copy of the TITLE IX, Harassment, Intimidation, Discrimination & Bullying COMPLAINT FORM is available on the following page and can also be [downloaded here](#).

~~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." ¶¶~~

~~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: ¶¶~~

~~¶¶~~

- ~~4. 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. ¶¶~~

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- ~~4. 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. ¶¶~~
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~~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 ¶¶~~

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~~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. ¶~~

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~~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 & Bullying COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant

Date

Print Name

To be completed by the Charter School:

Received by: _____ Date _____

Follow up meeting with complainant held on: _____

Motivated Youth Academy

Adopted: October 10, 2019

Revised: July 2022

Revised: January 11, 2024

Revised: October 8, 2024

Revised: month, day, year

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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.

A copy of the Uniform Complaint Procedure Form is available on the following page and can also be [downloaded here](#).

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"/> Every Student Succeeds Act |
| <input type="checkbox"/> Career Technical and Technical Education/Career Technical and Technical Training | <input type="checkbox"/> Local Control Funding Formula/Local Control and Accountability Plan |
| <input type="checkbox"/> Child Care and Development | <input type="checkbox"/> Migrant Education Programs |
| <input type="checkbox"/> Consolidated Categorical Aid Programs | <input type="checkbox"/> Regional Occupational Centers and Programs |
| <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"/> School Plans for School Achievement |
| | <input type="checkbox"/> School Safety Plan |
| | <input type="checkbox"/> Pupil Fees |
| | <input type="checkbox"/> Pregnant, Parenting or Lactating Student |

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"/> Nationality/ National Origin |
| <input type="checkbox"/> Ancestry | <input type="checkbox"/> Race or Ethnicity |
| <input type="checkbox"/> Color | <input type="checkbox"/> Religion |
| <input type="checkbox"/> Disability (Mental or Physical) | <input type="checkbox"/> Sex (Actual or Perceived) |
| <input type="checkbox"/> Ethnic Group Identification | <input type="checkbox"/> Sexual Orientation (Actual or Perceived) |
| <input type="checkbox"/> Medical Condition | <input type="checkbox"/> Based on association with a person or group with one or more of these actual or perceived characteristics |
| <input type="checkbox"/> Immigration Status/Citizenship | <input type="checkbox"/> Marital Status |
| <input type="checkbox"/> Gender/Gender Expression/Gender Identity | |
| <input type="checkbox"/> Genetic Information | |

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.

2. Have you discussed your complaint or brought your complaint to any School personnel? If you have, to whom did you take the complaint, and what was the result?

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

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.

Policy Appendix

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

Community Relations

[Access to Public Records Policy](#)

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

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

[Suicide Prevention Policy](#)

[Uniform Complaint Procedures Policy](#)

Instruction

[130 Credit Graduation Path Policy](#)

[Attendance Policy](#)

[Independent Study Policy](#)

[Comprehensive School Safety Plan](#)

[Comprehensive Sexual Health Education Policy](#)

[Education for Foster Youth Policy](#)

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

[Local Assessments Policy](#)

[Mathematics Placement Policy](#)

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

[Special Education Assessment Requests Policy](#)

Motivated Youth Academy
Adopted: October 10, 2019
Revised: July 2022
Revised: January 11, 2024
Revised: October 8, 2024
Revised: month, day, year

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[Special Education Certificate of Completion Policy](#)

[Special Education Independent Educational Evaluation Policy](#)

[Personnel Services](#)

[Mandated Reporter - Child Abuse Policy](#)

[Student Services](#)

[Academic Integrity Policy](#)

[Acceleration Policy](#)

[Acceptable Use Policy](#)

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

[Communicable Contagious or Infectious Disease Prevention](#)

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

[Educational Records and Student Information Policy](#)

[Immunization Policy](#)

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

[Student Services Concepts and Roles](#)

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

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

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



Motivated Youth Academy

Student and Educational Rights Holder

Handbook 2025-26

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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

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 2025-26 Links

You will find the MY Academy 2025-2026 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](#)

[Track F Calendar](#)

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).

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.

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 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.

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.

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](#).

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.

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.

Immigrant Pupils' Rights

Under Education Code 234.7, all children have a right to equal access to free public education, regardless of their or their parents'/guardians' immigration status.

All children in California:

- Have the right to a free public education.
- Must be enrolled in school if they are between 6 and 18 years old.
- Have the right to attend safe, secure, and peaceful schools.
- Have a right to be in a public school learning environment free from discrimination, harassment, bullying, violence, and intimidation.
- Have equal opportunity to participate in any program or activity offered by the school without discrimination.

Additional information on this subject can be found directly from the State of California Department of Justice website and the MY Academy website.

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, disability, age, 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"), Education Code 234.7, Title VI of the Civil Rights Act of 1964 and the Individuals with Disabilities Education Act of 2004 ("IDEA").

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.

For further information on notice of non-discrimination, visit the U.S. Department of Education [Office of Civil Rights \(OCR\)](#) for the address and phone number of the office that serves your area, or call 1-800-421-3481.

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.

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

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.

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.

Cal Grant Program Notice

The Charter School is required by state law to submit the Grade Point Average (“GPA”) of all high school juniors/seniors by January 1st of their grade 11 academic year 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 September 1.

GPAs will be reported to Cal Grant on October 1 in order to meet the October 1 submission deadline. Students wishing to opt-out must complete and submit the opt-out form by September 1. Should the Cal Grant GPA Opt-Out form not be received by the date stated on the form, it is understood that the student has agreed to have their GPA submitted for Cal Grant consideration.

 [Cal Grant Opt GPA out form - English.pdf](#)

 [Cal Grant GPA opt out form - Spanish.pdf](#)

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 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.

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.

English Language Proficiency Assessments for California (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.

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.

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
<u>Total Credits</u>	<u>210</u>

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

Motivated Youth Academy
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 Revised: July 2022
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 Revised: October 8, 2024
 Revised: month, day, year

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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:

<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
Physical Education	20
Career Technical Education, Foreign Language or Visual and Performing Arts	10
<u>Total Credits</u>	<u>130</u>

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

[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.

[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 12th 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>

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.

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:
 - o The date of the instruction
 - o 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.

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.

Student Grades

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](#).

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.

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

(619) 343-2048

to obtain this information.

MY Academy currently receives school-wide assistance grants based on student/family socioeconomic status upon enrollment. This funding is allocated for direct impact on our at-risk students, English Learner, homeless, foster, juvenile, delinquent, migratory, and any student who is working toward grade level proficiency. Title I funding provides students with the appropriate interventions and resources to improve their academic achievement and meet state standards.

School-Parent Compact

Our Parent/School Compact addresses legally required items, as well as other items suggested by parents and family members of Title I, Part A students.

Parents Right to Know Letter

If at any time your child has been taught for four or more consecutive weeks by a teacher not highly qualified, the school will notify you.

Parent and Family Engagement Policy

MY Academy has developed a written Parent and Family Engagement Policy with input from Title I parents and families. MY Academy has distributed the Policy to parents of Title I students by posting it on the school website and including it in the Parent and Student Handbook. This Policy describes the means for carrying out the following Title I parent and family engagement requirements.

Additional information may be found on the California Department of Education website.

<https://www.cde.ca.gov/sp/sw/index.asp>

Melissa Lato, Intervention Coordinator

Ph: 619-343-2048

mlato@myacademy.org

Technology

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

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.

Student Health, Welfare, & Safety

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.

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.

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.

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 Substance & Addiction Prevention Branch](#)

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.

Firearm Safety Laws

"The California Legislature (Assembly Bill 452, Section 1, 2023) has found and declared:

- Guns are the third leading cause of death of children in America. Every day, eight children and teens are shot in instances of family fire, which is a shooting involving an improperly stored or misused gun found in the home resulting in injury or death.
- Data show that 75 percent of school shootings are facilitated by children having access to unsecured or unsupervised firearms at home. Eighty-seven percent of children know where their parents' firearms are stored, and 60 percent report that they have handled them.
- Over 80 percent of teens who have died by suicide used a firearm that belonged to someone in their home.

Assembly Bill 452—Pupil Safety: Parental Notification, Firearm Safety Laws

Section 48986 has been added to the California Education Code (EC) and requires that beginning on July 1, 2023, all kindergarten through grade twelve school districts, county offices of education, and charter schools shall annually inform educational rights holders of California's child access prevention laws and laws relating to the safe storage of firearms at the beginning of the first semester or quarter of the regular school term. You will find Assembly

Bill 452 on the California Legislative Information web page at https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB452.

Senate Bill 906—School Safety: Homicide Threats

Sections 49390 through 49395 have been added to the EC. This bill seeks to address homicidal threats in middle and high schools and applies only to local educational agencies that serve pupils in any grades from six through twelve as part of a middle school or high school. Local educational agencies serving these pupils must include information about child access prevention laws and laws relating to the safe storage of firearms in the annual notifications to educational rights holders at the beginning of the first semester or quarter of the regular school term. The law states that school officials are required to report homicidal threats or perceived threats, as defined, to law enforcement, who must conduct an immediate investigation and threat assessment, as defined. You will find Senate Bill 906 on the [California Legislative Information web page](#).

Parent/guardian annual notification that satisfies the model content requirement of Assembly Bill 452 and Senate Bill 906 is available in English and Spanish on the CDE Violence Prevention web page at <https://www.cde.ca.gov/lr/ss/vp/>.

It is our collective responsibility to ensure that students, staff, families, and communities are as prepared and safe as possible. Thank you for your attention and commitment to school safety."

The purpose of this section is to inform and to remind educational rights holders of all MY Academy students of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.

To help everyone understand their legal responsibilities, this section spells out California law regarding the storage of firearms. Please take some time to review this section and evaluate your own personal practices to assure that you and your family are in compliance with California law.

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
 - Note: The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor never actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

Note: Your county or city may have additional restrictions regarding the safe storage of firearms.

Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

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.

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 7th 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 7th 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.

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.

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 to request an evaluation: programmanager@myacademy.org or (619) 343-2048 x 123.
- 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 mediation 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.

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.

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.

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.

[Responding After a Suicide Death \(Postvention\)](#)

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Adopted: October 10, 2019
Revised: July 2022
Revised: January 11, 2024
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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.

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](#).

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.

Student Identification (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.

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.

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).

[Suicide Prevention Policy](#)

Policy Adopted: October 10, 2019

Policy Revised: July 9, 2020

Policy Reviewed: August 19, 2021

Policy Revised: December 14, 2023

Policy Reviewed: December 12, 2024

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

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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 partners.

[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.

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.

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.

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.

Special Populations

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.¹
 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

¹ 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.

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.”

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.

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

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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](#).

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.

MY Academy does not discriminate on the basis of race or ethnicity, color, national origin, sex, disability, age, gender, gender identity, gender expression, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status. MY Academy does not discriminate on the basis of sex in the education program/activity of the school, and that it is required by Title IX not to discriminate in such a manner. The requirement not to discriminate in the education programs/activities of the school extends to admission and employment, and inquiries about the application for Title IX to the school may be referred to MY Academy's Title IX Coordinator, to the Assistant Secretary of Education, or both. Complaints alleging noncompliance may also be made by contacting the school's Executive Director. A copy of the school's nondiscrimination policy and Title IX policy is available upon request.

Section 504 requires MY Academy to provide a free appropriate public education to qualified students who have a physical or mental impairment that substantially limits one or more major life activities.

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 Act (“IDEA”), 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 IDEA 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. Under the IDEA, Educational rights holders have a right to inspect, review, and obtain copies of their child’s educational records. 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 or (619) 343-2048 x123.

MY Academy will collect information about a student’s special education eligibility or services. The educational rights holder of a child should submit to the Special Education Department a complete copy of the student's most recent IEP (Individualized Education Plan), 504 plan, or any related special education documentation, if your child was receiving special education services in the past. In addition, 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 your child was enrolled, including records relating to providing special education and related services to your child, and offering a Free and Appropriate Public Education (“FAPE”). If you have a student who receives special education services, please review this [Notice of Procedural Safeguards](#) to understand the special education rights of both educational rights holders and students.

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 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 students 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.

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

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.

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

Policy Adopted: October 10, 2019

Revised: August 13, 2020

Revised: September 13, 2021

Revised: December 14, 2023

Revised: December 12, 2024

Motivated Youth Academy

Adopted: October 10, 2019

Revised: July 2022

Revised: January 11, 2024

Revised: October 8, 2024

Revised: month, day, year

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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

Motivated Youth Academy
 Adopted: October 10, 2019
 Revised: July 2022
 Revised: January 11, 2024
 Revised: October 8, 2024
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("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;

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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.

A copy of the TITLE IX, Harassment, Intimidation, Discrimination & Bullying COMPLAINT FORM is available on the following page and can also be [downloaded here](#).



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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant

Date

Print Name

To be completed by the Charter School:

Received by: _____ Date _____

Follow up meeting with complainant held on: _____

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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:

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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.

A copy of the Uniform Complaint Procedure Form is available on the following page and can also be [downloaded here](#).

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 | Migratory Children and Children of Military Families |
| <input type="checkbox"/> Career Technical and Technical Education/Career Technical and Technical Training | <input type="checkbox"/> Every Student Succeeds Act |
| <input type="checkbox"/> Child Care and Development | <input type="checkbox"/> Local Control Funding Formula/Local Control and Accountability Plan |
| <input type="checkbox"/> Consolidated Categorical Aid Programs | <input type="checkbox"/> Migrant Education Programs |
| <input type="checkbox"/> Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, | <input type="checkbox"/> Regional Occupational Centers and 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 |

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"/> Nationality/ National Origin |
| <input type="checkbox"/> Ancestry | <input type="checkbox"/> Race or Ethnicity |
| <input type="checkbox"/> Color | <input type="checkbox"/> Religion |
| <input type="checkbox"/> Disability (Mental or Physical) | <input type="checkbox"/> Sex (Actual or Perceived) |
| <input type="checkbox"/> Ethnic Group Identification | <input type="checkbox"/> Sexual Orientation (Actual or Perceived) |
| <input type="checkbox"/> Medical Condition | <input type="checkbox"/> Based on association with a person or group with one or more of these actual or perceived characteristics |
| <input type="checkbox"/> Immigration Status/Citizenship | <input type="checkbox"/> Marital Status |
| <input type="checkbox"/> Gender/Gender Expression/Gender Identity | |
| <input type="checkbox"/> Genetic Information | |

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.

2. Have you discussed your complaint or brought your complaint to any School personnel? If you have, to whom did you take the complaint, and what was the result?

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

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.

Policy Appendix

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

Community Relations

[Access to Public Records Policy](#)

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

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

[Suicide Prevention Policy](#)

[Uniform Complaint Procedures Policy](#)

Instruction

[130 Credit Graduation Path Policy](#)

[Attendance Policy](#)

[Independent Study Policy](#)

[Comprehensive School Safety Plan](#)

[Comprehensive Sexual Health Education Policy](#)

[Education for Foster Youth Policy](#)

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

[Local Assessments Policy](#)

[Mathematics Placement Policy](#)

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

[Special Education Assessment Requests Policy](#)

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[Special Education Certificate of Completion Policy](#)

[Special Education Independent Educational Evaluation Policy](#)

[Personnel Services](#)

[Mandated Reporter - Child Abuse Policy](#)

[Student Services](#)

[Academic Integrity Policy](#)

[Acceleration Policy](#)

[Acceptable Use Policy](#)

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

[Communicable Contagious or Infectious Disease Prevention](#)

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

[Educational Records and Student Information Policy](#)

[Immunization Policy](#)

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

[Student Services Concepts and Roles](#)

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

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

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

**COUNTY OF SAN DIEGO
LICENSE FOR USE OF COUNTY
FACILITIES AND PROPERTY**

This license agreement (“License”), dated _____ for purposes of reference only, is entered into between the County of San Diego, a political subdivision of the State of California (“County”), and Motivated Youth Academy (“Licensee”).

RECITALS

- A. Licensee wishes to the use a portion of County-leased property located at 649 W. Mission Ave., Escondido, CA 92025 (“Property”) for services to be provided by Motivated Youth Academy.
- B. County is willing to permit Licensee to use the Property subject to the terms and conditions contained in this License.

LICENSE

1. Premises. Licensee may use cubicle 3 in the Immigrant and Refugee Welcome Center at 649 W. Mission Ave., Escondido, CA 92025 (“Premises”) as further described in EXHIBIT “A” DESCRIPTION OF PREMISES of this License. This License is subject and subordinate to all terms and conditions of the lease between MDA Mission Ave One, LLC and the County dated July 24, 2014, pursuant to which County leases the Property.

2. Grant of License. County hereby grants to Licensee a non-exclusive license to use the Premises solely for the Permitted Use (defined in Section A) and subject to the terms and conditions set forth in this License.

3. Term. The term (“Term”) of this License commences December 16, 2024 (“Commencement Date”) and expires on July 31, 2025. This License may also be terminated by County or Licensee at any time, upon thirty (30) days written notice of termination to Licensee.

4. Use. Licensee may use the premises for Motivated Youth Academy employees to provide programs and services for immigrants and refugees.

5. License Fee. [Choose one] The fee for this License is \$750.00. The fee is waived for purposes of this License only.

6. Access. As of the Commencement Date, Licensee shall have the right of reasonable ingress to the Premises and egress from the Premises by any reasonably practical route, in, upon, over and across the Property, approved in advance by County. Licensee shall not impede the flow of vehicular traffic on, or restrict public access to or from, the Property.

Licensee shall not interfere with County operations at the Property or Premises. When on the Property and Premises, Licensee and Licensee's guests and invitees shall drive only on established roadways and driveways.

6. License. This License is not a lease, does not create or convey an easement and does not convey any interest or estate in real property to Licensee. County may terminate this License at any time during the Term. County may enter the Premises covered by this License at any time during the Term.

7. Insurance. Licensee shall submit the following insurance information to County within ten (10) days prior to the Commencement Date of this License along with certificates of insurance and appropriate separate endorsements to the actual insurance policy, evidencing that Licensee has obtained for the term of this License, at its sole expense, insurance in the forms of coverage and minimum amounts specified below from insurance carriers with a Best's Rating of not less than A, VII or company of equal financial stability as approved by County's Risk Management Division.

- a. An occurrence policy of Commercial General Liability insurance including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability insuring Licensee against liability for bodily injury, personal injury or property damage arising out of or in connection with Licensee's use of the Premises under this License of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. County, and County's elected officials, officers, agents, employees, representatives and volunteers (collectively, "County Parties") shall be added as Additional Insured by separate endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).
- b. Statutory Workers' Compensation, as required by State of California and Employer's Liability at \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- c. Comprehensive Automobile Liability covering all owned, non-owned and hired vehicles for bodily injury and property damage of not less than \$1,000,000 each accident.
- d. Certificates of insurance provided by Licensee must evidence that the insurer providing the policy will give County written notice of cancellation in accordance with the policy provisions, at the address shown in Section 15, before any cancellation, lapse, reduction or other adverse change in the insurance.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Licensee. As a requirement of this License, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego. County shall retain the right to review the coverage, form and amount of insurance required in this License and may require Licensee to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required. County retains the right to demand a certified copy of any insurance policy required in this

License, which shall be provided by Licensee within fifteen (15) days of receipt of a written notice from County.

Licensee may fulfill some or all of the insurance requirements contained in this License under a plan of self-insurance. Licensee shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Licensee's self-insurance program is sufficient to adequately compensate for the lack of other insurance coverage required by the License. Licensee's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

8. Defense and Indemnity. To the fullest extent permitted by law, County shall not be liable for, and Licensee shall defend and indemnify County and County Parties, against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), that arise out of or are in any way connected to this License, Licensee's entry onto the Property, or Licensee's use of the Premises arising either directly or indirectly from any act, error, omission or negligence of Licensee or its officers, employees, agents, contractors, licensees, servants, guests or invitees including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Licensee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that the Claim was caused by the sole active negligence or willful misconduct of County Parties.

9. Maintenance, Cleanup and Repair. Licensee shall conduct its operations in an orderly manner and shall leave the Premises in as clean and good a condition as when Licensee entered the Premises pursuant to this License. If Licensee damages any County property or facilities or incurs excessive cleanup of the Premises, Licensee shall promptly inform the Director and shall promptly reimburse the County for the full costs that County incurs to repair the damage or replace the item.

10. Storage. Licensee shall not store or leave any personal property or equipment on or in the Premises or on the Property without obtaining the prior written consent of the Director. At the end of the Term, Licensee shall remove all equipment, vehicles and debris from the Premises, such that the Premises are returned to the County in the same condition that existed before the event.

11. License on Site. Licensee shall have a copy of this License available at all times when Licensee is using the Premises. Licensee shall show a copy of this License to County staff upon request.

12. Compliance with Laws. Licensee shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders, covenants, restrictions of record, and requirements, including the California Environmental Quality Act ("Laws"), which apply to Licensee's entrance and use of the Premises. To the fullest extent permitted by law and in addition to and without limiting Licensee's indemnification obligations in Section 8, Licensee

shall indemnify County from any action resulting from a determination of the legality of Licensee's use of the Premises.

13. Compliance with Stormwater Laws. Licensee's use of the Premises is subject to all present or future federal, state and local laws, statutes, regulations, ordinances, policies, guidelines and orders ("Stormwater Laws") regarding the discharge of pollutants into the stormwater conveyance system. Licensee's compliance with Stormwater Laws may include requirements for Licensee to develop, install, implement and maintain pollution prevention measures, source control measures and Best Management Practices ("BMPs"). BMPs can include operational practices, water or pollutant management practices, physical site features, or devices to remove pollutants from stormwater, to affect the flow of stormwater or to infiltrate stormwater to the ground. BMPs applicable to Licensee's use of the Premises may include a requirement that all materials, wastes or equipment with the potential to pollute urban runoff be stored in a manner that either prevents contact with rainfall and stormwater, or contains contaminated runoff for treatment and disposal. Licensee is required to, and shall use, operate, maintain, develop, redevelop and retrofit the Premises, as necessary, in accordance with Stormwater Laws restricting the discharge of non-stormwater at or from the Premises, and Stormwater Laws requiring pollution prevention measures, source control measures, or the installation or use of BMPs. Licensee shall develop, install, implement and/or maintain at Licensee's sole cost and expense, any BMPs or similar pollution control devices required by Stormwater Laws and any implementing regulations or guidance.

Licensee understands and acknowledges that the Stormwater Laws applicable to Licensee's use of the Premises may be changed from time to time by federal, state and/or local authorities, and that additional requirements may become applicable based on changes in Licensee's activities or development or redevelopment by Licensee or County. Licensee shall conduct stormwater training and perform regular stormwater self-inspections and maintain records of all stormwater training and self-inspections and provide all necessary documentation to County upon request.

Licensee shall develop, install, implement, and maintain any additional BMPs and/or other pollution control practices at the Premises at Licensee's sole cost and expense. To the extent there is a conflict between any federal, state or local law, Licensee shall comply with the more restrictive provision. If County receives any fine or fines from any regulatory agency as a result of Licensee's failure to comply with Stormwater Laws, Licensee shall reimburse County for the entire amount of the fine(s).

14. Hazardous Substances. Licensee shall be solely responsible for fully complying with all present or future federal, state and local laws, statutes, regulations, ordinances, policies, guidelines and orders of any governmental entity regarding contaminated soils, hazardous materials or environmental cleanup, regardless of whether or not the obligation to comply is an obligation of the landowner. If any hazardous substance spills, leaks or is discharged from any facility on the Premises or the Property, Licensee shall immediately make all repairs necessary to prevent further spills, leaks or discharges and shall immediately clean up and promptly dispose of the spilled hazardous substance and any soil contaminated by the spill. If the Licensee fails to make the required repairs, to clean up the spill or to properly dispose of any contaminated soil,

County may after written notice to Licensee take all steps County deems necessary to make the necessary repairs, to clean up the spill and to dispose of any contaminated soil. Licensee shall reimburse County for the cost of all repair and cleanup work performed by County. Licensee shall reimburse the County for the cost of any work, plus administrative expenses, within thirty (30) days of receiving a bill for the work from the County. Licensee shall be solely responsible for paying all fines, damages and penalties imposed by any governmental agency regarding the production, storage, distribution, processing, handling, disposing, spilling, leaking or discharging of any hazardous substance.

To the fullest extent permitted by law and in addition to and without limiting Licensee's indemnification obligations in Section 8, Licensee shall indemnify, defend, reimburse and hold harmless County and County Parties from any and all liability, claims, damages or injuries to any person, including injury to the County or any of County's elected officials, officers, employees, agents, representatives, guests, licensees, invitees, patrons, or of any other person, and all expenses of investigating and defending against all liability, claims, damages or injuries, arising from or alleged to have arisen from or in connection with the presence of hazardous substances, toxic materials or hazardous waste upon, about or beneath the Premises or migrating to or from the Premises or arising in any manner out of the violation of any governmental regulation pertaining to hazardous substances, toxic materials or hazardous waste which condition exists after the execution of this License.

15. Assignment. Licensee shall not assign or transfer any interest in this License.

16. Notices. Any notice required or permitted to be given pursuant to this License shall be written and shall be effective (a) when personally delivered to the recipient or sent by facsimile transmission; or (b) on the third business day after being sent by the United States Postal Service, postage prepaid and addressed to the party as follows:

If to County: County of San Diego
Department of General Services
Real Estate Services Division
5560 Overland Avenue
Suite 410
San Diego, California 92123

If to Licensee: Bill Dobson
Interim Director
Motivated Youth Academy
500 La Terraza Blvd. #150
Escondido, CA 92025

17. Entire Agreement. This License and any exhibits attached to this License constitutes the entire agreement between County and Licensee with respect to the subject matter

contained in this License. All other representations, oral or written, are superseded by this License. Neither party is relying on any representation outside of this License. This License may be changed only by written amendment signed by County and Licensee.

18. Interpretation. This License shall be governed by the laws of the State of California. However, the provisions of this License shall be strictly construed against Licensee.

19. Corporation in Good Standing. If Licensee is a California corporation, Licensee warrants that it is a corporation in good standing and is currently authorized to do business in California.

20. Authority to Sign. Licensee represents and warrants that it has full power and authority to execute and fully perform its obligations under this License without the need for any further action, and that the person executing this License on behalf of Licensee is the duly designated agent of Licensee and is authorized to act on behalf of Licensee.

21. Effectiveness; Effective Date. County and Licensee have executed this License as the day and year written below. This License shall be effective upon the date of its execution by the County's Director, ("Director") ("Effective Date").

22. Counterparts. This License may be executed in counterparts, and each counterpart shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties are not signatory to an original or same counterpart. The parties agree that signatures transmitted electronically via pdf attachment shall be binding as if they were original signatures.

County and Licensee have caused this License to be executed by their duly authorized representatives.

“County”

County of San Diego,
a political subdivision of the State of California

By: _____ Date: _____
Marko Medved, Director,
Department of General Services

“Licensee”

By: _____ Date: _____

Its: _____

EXHIBIT “A”
DESCRIPTION OF PREMISES

1. North Inland Live Well Center: 649 W. Mission Ave., Escondido, CA 92025
 - a. Cubicle 3 in the Immigrant and Refugee Welcome Center.

MEMORANDUM of UNDERSTANDING

1) Purpose of Memorandum

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative relationship between Motivated Youth Academy (MY Academy/MYA) and La Posta Band of Mission Indians. This MOU will document the details of their partnership.

2) Description of Partner Agencies

MY Academy is a flex-based California public charter school. MYA has been supporting successful student outcomes through independent study programs since 2014. The school has a full six year accreditation from the Western Association of Schools and Colleges (WASC). MY Academy offers a unique approach to education that combines the flexibility of online learning with the benefits of personalized face-to-face instruction. The design of MYA's "No Walls Approach" is for students seeking both virtual and in-person learning. Teachers meet students once per week, in person, in the communities where students live at mutually agreed upon public locations such as libraries, community centers, career centers and tribal halls. The foundation of these one on one meetings are MYA's core values; All Are Welcome, We Celebrate The Small Things, We Choose Hope, We Are Servant Leaders, Feedback Is Critical, We Pursue Gratitude.

Implementing an Enriched Virtual model of instruction each student has access to individualized curriculum, personalized teacher guidance, and scheduling flexibility. MYA allows students to learn at their own pace while receiving one on one support from credentialed teachers. This setup is designed to meet the needs of students who choose a more personalized educational experience compared to traditional classroom settings.

MYA focuses on serving At-Promise youth and young adults. Enrollment includes many students who have experienced significant barriers in accessing public education. The school has Dashboard Alternative School Status (DASS) indicating at least 70% of the student population has been identified as members in one of twelve high risk student groups. MY Academy enrolls traditional age students in grades 6-12 and young adults age 19-24 seeking to earn a high school diploma.

The La Posta Reservation spans 3,556.49 acres and is located in the Laguna Mountains, 56 miles east of San Diego and 46 miles west of El Centro. Located just west of the Manzanita and Campo Indian Reservations, the reservation is bordered on the southwest corner by Interstate 8. The reservation was established on February 10, 1893, under the authority of the Act of January 12, 1891.

The residents of the La Posta Reservation are members of the Kumeyaay Tribe. The group's language belongs to the Yuman branch of the greater Hokan linguistic family. The Kumeyaays' traditional territory encompasses what is now San Diego County.

The La Posta Reservation is governed by a general council. Elected council members include a chairperson, a vice-chairperson, secretary-treasurer, and two council members. Elected members serve two-year terms, and the general council meets four times a year. The band is organized under an IRA constitution that was approved on March 5, 1973.

The mission of the La Posta band of Mission Indians is to enhance the quality of life by promoting a healthy environment, sustainable natural resources, economic opportunity, and to carry out the governmental responsibility to protect and improve the trust assets of the Tribe.

3) Roles and Responsibilities

It is agreed by, and between, partners as follows:

MY Academy will:

- Provide MY Academy resources and support to eligible student referrals from La Posta Band of Mission Indians.
- Provide information on community-based events and provide registration opportunities to referrals from La Posta Band of Mission Indians.
- Provide equitable access for eligible education referrals to free public education culminating in a high school diploma.
- Support La Posta Band of Mission Indians by attending partner sponsored, community-based events.
- Provide participant contact information as needed, to meet with mutual participants, in accordance with FERPA.
- Provide access to data on dual relationship clients, in accordance with FERPA.

La Posta Band of Mission Indians will:

- Provide reasonable resources and support to participant referrals from MY Academy.
- Provide information on La Posta Band of Mission Indians community-based events.
- Support MY Academy by attending partner sponsored, community-based events.
- Provide participant contact information as needed, to meet with mutual participants.
- Provide data on dual relationship clients.

4) Both organizations will:

Identify a single point of contact for communication with the other about this partnership:

- MY Academy: Bill Dobson, Director, bdobson@myacademy.org or their designee
- La Posta Band of Mission Indians: Julie Dome, Education Director, lplearningcenter@lptribe.net or their designee

5) Timeline

The roles and responsibilities under this MOU will be in effect for 12 months from the time of execution. At the end of the 12 months, MY Academy and La Posta Band of Mission Indians will meet to review the terms and conditions and address any concerns from both parties. Upon meeting, both parties may choose to renew the current MOU.

Any extensions or addendums must be made in writing and agreed upon by both parties.

6) Conditions and Termination

- Either organization may terminate this MOU at any time by giving 30 days written notice to the other organization.
- Neither organization shall share client information with any person or organization outside of the respective organizations with written notice and consent.

7) Commitment to Partnership

We, the undersigned, have read and agree with this Memorandum of Understanding.

Bill Dobson, Director, and Date:
Motivated Youth Academy

Julie Dome, Education Director, and Date:
La Posta Band of Mission Indians

Coversheet

Consent - Personnel Services

Section: XI. Consent
Item: C. Consent - Personnel Services
Purpose: Vote
Submitted by:
Related Material:
MY Academy 2025 FSA Plan Renewal Information Summary 2025.01.09.pdf

BACKGROUND:

The proposed renewal of Motivated Youth Academy's 2025 Flexible Spending Account (FSA) plan reflects the organization's commitment to offering comprehensive, tax-advantaged benefits that enhance employee well-being and satisfaction. Administered by OneBridge Benefits, the plan provides flexibility in managing healthcare and dependent care expenses, with key features such as a carryover option for unused funds up to \$660, a 90-day runout period for claims, and broad eligibility for full-time employees. The plan also incorporates essential compliance measures, including ERISA adherence and non-discrimination testing. Renewing this contract ensures continued access to a robust FSA framework that supports both employee financial health and organizational goals. Approval of this renewal will maintain critical benefits that attract and retain top talent while fostering a supportive workplace environment.

RECOMMENDATION:

It is recommended the Board approve the 2025 Flexible Spending Account (FSA) plan administered by One Bridge.

Fiscal Impact: None



FSA Plan Renewal

Information Summary

Employer & Plan Sponsor Information

Employer Name:	Tax ID Number:		
Address:	Phone Number:		
City:	State:	Zip Code:	
Subject to ERISA:	Yes	No	If yes, the ERISA, plan ID is:
Form of Organization:			
Organized in the state of:			
Employer Affiliates (if any):			
Plan Sponsor:			
Plan Administrator:			

Adopted YourWay FSA Plans

Health FSA	Dependent Care Assistance Program (DCAP)

Please refer the Plan specific section in this Plan Information Summary for additional details about the plan.
Note: Only details for adopted plans will be included.

Plan Dates



Plan Year
Plan Effective Date

Plan Year Run Date		
	to	
Open Enrollment Dates		
	to	

Employer Benefits Coordinator (Primary Contact)

Name:	Title:
Phone Number:	Email:
Address same as above:	If No, enter address below:
Address:	City: State: Zip Code:

Eligibility Requirements

The following employees are eligible to participate in the YourWay FSA Plans:¹

All Full-time Employees Only Other(s):

1- To participate in the YourWay Health FSA, Employees must be eligible to participate in a Qualified Health Plan (QHP), which includes the YourWay Frontier (ICHRA) Plan (note: they're not required to enroll in the employer's QHP).

The following employees are not eligible to participate in the YourWay Plan:

Part-time Seasonal/Temporary Employees Union (Collectively Bargained Employees)

Other(s):

What is the service period employees must complete before being eligible to participate in the Plan?

As of the Date of Hire (DOH) Number of days after: DOH:

Number of months after DOH: Other:

When can eligible employees begin to participate in the Plan?

First day of Pay period following the date employee becomes eligible

Month following the date employee becomes eligible

Quarter following the date employee becomes eligible

Plan Service Administrator Information

OneBridge Benefits

170 Franklin St. Suite 700 Buffalo, NY 14202

Support Phone Number and Hours:	888-338-4415, Monday-Friday (6 am – 5 pm, Pacific Time)
Participant Portal:	portal.yourwaybenefits.com
OneBridge Benefits Card ²	All YourWay FSA Plan participants will be automatically enrolled in the OneBridge Benefits Card program.
Claims Submissions	Claims can be submitted via the participant portal, the HRAGo mobile app, as well as using a claim reimbursement form.

2- For participants with a single stacked debit card for both YourWay HRA and FSA accounts, their Health FSA account will typically be used first for a qualifying medical expense.

The OneBridge Visa® Benefits Card is issued by the Bancorp Bank pursuant to a license from Visa U.S.A. Inc. The Bancorp Bank; Member FDIC. Card can be used for qualified expenses wherever Visa Debit Cards are accepted. See cardholder agreement for details.

Health FSA Plan Details

Election Amounts:

Allowed Maximum Election	Required Minimum Election

Grace Period³:

Grace Period Adopted	Grace Period Number of Days

Carryover³:

Carryover Adopted	Carryover Maximum	Carryover Minimum	Enrollment Required in Next Plan Year	Carryover Limited to Next Plan year

Runout Period (End of Plan Year):

Runout Period Adopted	Runout Period Number of Days
Runout included as part of Grace Period?	

Qualified Reservist Distribution (QRD)

QRD Adopted	
-------------	--

Runout Period (for Terminated Employees):

Terminated Runout Adopted	Runout Period Number of Days
Runout Begins at Term Date	
Runout Begins at	

3- IRS Plan rules only allow for either a Carryover or Grace Period option to be included.

Dependent Care FSA Plan Details

Election Amounts:

Allowed Maximum Election	Required Minimum Election

Grace Period:

Grace Period Adopted	Grace Period Number of Days

Runout Period (End of Plan Year):

Runout Period Adopted	Runout Period Number of Days
Runout included as part of Grace Period?	

Runout Period (for Terminated Employees):

Terminated Runout Adopted	Runout Period Number of Days
Runout Begins at Term Date	
Runout Begins at	

Spend Down Option (for Terminated Employees)

Spend Down Option Adopted	
---------------------------	--

Other Pre-tax (Qualified Benefit) Deductions

In addition to Health and Dependent Care FSA benefits, listed below are all other pre-tax qualified benefit deductions available to employees under our Cafeteria plan?

Medical	Prescription	HSA contributions
Vision	Short-term Disability	Voluntary Life Insurance
Dental	Long-term Disability	Voluntary Critical Illness
Others:		

Payroll Dates & Frequency Information

Initial Payroll
Withholding Date

Withholding Payrolls
per Year

Payroll Frequency

Payroll Exclusion Dates

The withholding deductions are calculated using the annual election amount divided by the number of payroll periods, which may cause some slight rounding differences in certain cases. If needed, an adjustment will be made to the last withholding amount to account for any minor balance differences caused by this rounding.

Health FSA COBRA Administrator

Name:

Address:

City:

State:

Zip Code:

Phone: **888-338-4415, Monday-Friday, (6 am – 5 pm, Pacific Time)**

Plan Funding

Plan Funding and Frequency

Please select your preferred funding and frequency option from the list below:

Fund as needed per Claim and Benefits Card spend (after initial reserve deposit is made)*

* By selecting this option, you are authorizing OneBridge to pull plan funding directly from your designated funding account as needed per Claim and Debit Card spend as method of payment. A separate ACH Debit Authorization Form will be provided (IF NOT ALREADY ON FILE).

Front-load full plan election amounts prior to plan year start

Check here to have OneBridge pull full plan elections directly from your designated funding account via ACH. A separate ACH Debit Authorization Form will be provided.

Check here to elect to send full plan elections to Bank Custodian via ACH or Check. Banking Account and Address Information will be provided after processing the Plan's initial enrollment.

Plan (Administration) Invoicing

Monthly Invoices

Monthly Invoices for the OneBridge Administrative Services should be emailed to:

Contact:

Email Address:

Title:

Phone:

Specific Account information will be provided for remitting invoice payments via ACH or Check. Fees will be due 15 days from issuance. The first month's invoice will also include the annual set up fee.

Check here if you would also like to have the Monthly Administration Fees directly pulled from your designated Bank Account (a completed ACH Debit Authorization Form is required, if NOT ALREADY ON FILE).

Nondiscrimination Testing

Are you electing to have OneBridge perform the IRC required annual Section 125 Cafeteria Plan Nondiscrimination Testing?

Yes

No

If Yes, OneBridge will provide additional details, along with an employee data test template no later than the end of the second quarter of the new plan year.

Plan Year End

Any remaining net forfeiture amounts at the end of the plan year should be distributed as indicated below:

Pay Plan administrative expenses (**most common**)

If permitted by law, return to the Employer via:⁴

Check

ACH

4- This is an uncommon option. Employers are allowed to either reduce the required salary reduction amounts for the immediately following plan year, on a reasonable and uniform basis or return funds directly to participating employees on a reasonable and uniform basis.

Should any unsupported debit card transactions remain outstanding at the end plan year, a report will be provided as part of the Plan Close Reporting Package.

FSA Plan Information Renewal Confirmation

All of the Plan Renewal Information listed is correct:

Initials of authorized Employer Contact

Date:

Coversheet

Consent - Policy Development

Section: XI. Consent

Item: D. Consent - Policy Development

Purpose: Vote

Submitted by:

Related Material:

MYA 6035 Mathematics Placement Policy - redlined - 2024.12.29.pdf

MYA 6035 Mathematics Placement Policy - for board approval - 2024.12.29.pdf

MYA 6070 Special Education Independent Educational Evaluation Policy - redlined - 2024.12.29.pdf

MYA 6070 Special Education Independent Educational Evaluation Policy - for board approval - 2024.12.29.pdf

BACKGROUND:

The proposed revisions to the MYA 6035 Mathematics Placement Policy enhance the equity and transparency of the placement process while maintaining compliance with the Math Placement Act of 2015. By clearly defining readiness criteria for Algebra I and Integrated Math I, including assessments, academic performance, and teacher recommendations, the updated policy ensures that all students are evaluated using consistent, data-driven indicators. The inclusion of provisions for retakes and director waivers provides flexibility for students who may face unique challenges, promoting a student-centered approach. These adjustments align with Motivated Youth Academy's commitment to providing fair and rigorous academic opportunities and will better support students in achieving their full potential in mathematics.

The proposed revisions to the MYA 6070 Special Education Independent Educational Evaluation Policy strengthen compliance with federal and state regulations while enhancing clarity and accessibility for Educational Rights Holders and the school community. These updates ensure that educational rights holders have a clearly defined process for requesting Independent Educational Evaluations (IEEs) at public expense when disagreements arise regarding evaluations conducted by the Local Education Agency (LEA). Key changes include refined procedures for IEE requests, clear criteria for evaluator qualifications, cost containment measures, and protocols for data sharing and observation rights. The revised policy promotes equitable access to IEEs, supports efficient resolution of disputes, and aligns with the Individuals with Disabilities Education Act (IDEA) and California Education Code requirements. Approval of these changes will reinforce MYA's commitment to transparency, compliance, and the best interests of students with disabilities.

RECOMMENDATION:

It is recommended the Board approve the reviewed and revised policies as presented.

Fiscal Impact: None

STUDENT SERVICES**6035-MYA**

MATHEMATICS PLACEMENT POLICY

The Motivated Youth Academy Board of Directors (the “Board”) has adopted this policy, in accordance with the [Math Placement Act of 2015](#), to follow the 9th grade level mathematics course placement policy listed below:

Students must meet two of the four below indicators to demonstrate readiness for Algebra I or Integrated Math I:

1. Score ‘At or above grade level’ for 8th grade on an initial local assessment (EDMENTUM Accucess Mathematics Assessment v2.0)
2. Student’s CAASPP results indicate ‘standard met’ for 7th or 8th grade math
3. Midterm/Final Exam math grade of ‘B’ or better
4. Teacher Recommendation

In order to enroll in Algebra I or Integrated Math I, all students must score ‘At or above grade level,’ for 8th grade when using the final local assessment (EDMENTUM Accucess Mathematics Assessment v2), regardless of the student's actual grade level.

Examples:

1. 8th grader: Using ‘end-of-year’ view, scores ‘At or above grade level’ for 8th grade
2. 7th grader: Using ‘end-of-year’ view, scores ‘At or above grade level’ for 8th grade

Important Note: If the student does not qualify based on the above criteria, the student may retake the diagnostic, or petition the director for a waiver.

STUDENT SERVICES**6035-MYA**

MATHEMATICS PLACEMENT POLICY

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Students must meet two of the four below indicators to demonstrate readiness for Algebra I or Integrated Math I:

1. Score ‘At or above grade level’ for 8th grade on an initial local assessment (EDMENTUM Accucess Mathematics Assessment v2.0)
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4. Teacher Recommendation

In order to enroll in Algebra I or Integrated Math I, all students must score ‘At or above grade level,’ for 8th grade when using the final local assessment (EDMENTUM Accucess Mathematics Assessment v2), regardless of the student's actual grade level.

Examples:

1. 8th grader: Using ‘end-of-year’ view, scores ‘At or above grade level’ for 8th grade
2. 7th grader: Using ‘end-of-year’ view, scores ‘At or above grade level’ for 8th grade

Important Note: If the student does not qualify based on the above criteria, the student may retake the diagnostic, or petition the director for a waiver.

INSTRUCTION**6070-MYA****INDEPENDENT EDUCATIONAL EVALUATION POLICY**

Motivated Youth Academy (“MYA” or the “Charter School”) adopts this Independent Educational Evaluation Policy to apply to students enrolled in MYA.

The purpose of this policy is to outline the steps that will be taken by Motivated Youth Academy (“MYA”) Special Education (“SPED”) department when the The parent or trusted adult of a minor student, or adult student with a disability requests an Independent Educational Evaluation (“IEE”) subject to the provisions of federal and state law at public expense if they disagree with an evaluation completed by the Local Education Agency (“LEA”) and the LEA does not pursue its option to file a request for a due process hearing with the California Office of Administrative Hearings to establish the appropriateness of its assessment. An IEE is an evaluation conducted by a qualified evaluator who is not employed by the LEA of residence. Public expense means that the LEA pays for the full cost of the evaluation (in accordance with cost recommendations described herein) or ensures that the evaluation is otherwise provided at no cost to the parent or trusted adult of a minor student, or adult student. This policy is adapted from the Sonoma County Special Education Local Plan Area (“SELPA”).

Policy and Procedures

The parent or trusted adult of a minor student, or adult student with a disability have the right to an IEE subject to the provisions of federal and state law at public expense if they disagree with an evaluation completed by the LEA and the LEA does not pursue its option to file a request for a due process hearing with the California Office of Administrative Hearings to establish the appropriateness of its assessment. If necessary, the LEA should request clarification regarding which evaluation(s) are in dispute. The term “evaluation” includes any individual assessment of a student that results in a report that is used by the IEP team to determine eligibility and services.

The parent or trusted adult of a minor student, or adult student must indicate in writing to MYA or inform MYA at an Individualized Education Plan (“IEP”) meeting that they:

1. Disagree with the LEA’s evaluation and
2. Are requesting an IEE at public expense.

MYA may ask for the parent or trusted adult of a minor student, or adult student reason(s) for disagreeing with MYA’s evaluation, but the parent or trusted adult of a minor student, or adult student is not required to provide those reasons. MYA may offer to conduct another evaluation of its own with the parent or trusted adult of a minor student, or adult student consent. If the parent

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or trusted adult of a minor student, or adult student agrees to another evaluation provided by MYA, this would not be considered an IEE and MYA would work with the parent or trusted adult of a minor student, or adult student to appropriately document the agreement of the parent or trusted adult of a minor student, or adult student to both the new evaluation completed by MYA and to the withdrawal of the IEE request pending the completion of the new assessment completed by MYA. MYA should ask the parent or trusted adult of a minor student, or adult student to revoke their request for an IEE in writing or ask them to sign that they agreed to the withdrawal of the request and to a new assessment completed by MYA.

If the parent or trusted adult of a minor student, or adult student does not agree to another evaluation completed by MYA, MYA must respond to the parent or trusted adult of a minor student, or adult student's request by ensuring an IEE is provided at public expense in a timely manner or promptly submit a request for a due process hearing in accordance with this policy. MYA may not unnecessarily delay either providing the IEE at public expense or initiating a due process hearing to defend the appropriateness of its evaluation. In addition, a copy of the Procedural Safeguards and Parent Rights should be provided anytime a parent or trusted adult of a minor student, or adult student requests an IEE. The parent or trusted adult of a minor student, or adult student may only request one publicly funded IEE for each evaluation completed by MYA.

Responding to an IEE Request

Once the parent or trusted adult of a minor student, or adult student communicates his/her disagreement with the evaluation(s) completed by MYA and requests an IEE at public expense in writing or at an IEP meeting, the following procedures will be followed:

1. MYA Director of Special Education will be notified
2. MYA will provide to the parent or trusted adult of a minor student, or adult student a copy of the Sonoma County SELPA policy and procedures including criteria for IEEs, a copy of the Procedural Safeguards and Parental Rights, and options for an IEE at public expense.

Options are as follows:

- a. A staff member from another LEA in the SELPA
- b. A staff member from another SELPA
- c. A non public agency provider

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- d. A provider on the SELPA IEE list
3. The parent or trusted adult of a minor student, or adult student will communicate to MYA, in writing, their preferred option; OR
 4. MYA will determine whether they will initiate due process to establish the appropriateness of its evaluation or proceed with obtaining an IEE.

If MYA determines that it will initiate a due process hearing to establish the appropriateness of its evaluation, MYA will notify the parent or trusted adult of a minor student, or adult student of such a decision in writing prior to filing a due process hearing complaint. This written notice shall include all of the elements of prior written notice as required by section 300.503(b) of Title 34 of the Code of Federal Regulations.

If MYA agrees to provide an IEE at public expense, MYA will work collaboratively with the parent or trusted adult of a minor student, or adult student, at their request, to identify potential IEE evaluator(s). Alternatively, the parent or trusted adult of a minor student, or adult student may provide, in writing, their preferred evaluator(s). MYA and the parent or trusted adult of a minor student, or adult student may utilize the Agreement for IEE form and/or the educational rights holder or trusted adult of a minor student, or adult student will be required to sign a release and exchange of information authorizing MYA to communicate directly with the parent or trusted adult of a minor student, or adult student chosen independent evaluator. Please note: An MYA assessment plan is NOT completed because MYA is not conducting the assessment and is not responsible for the timelines and/or results of the IEE assessments.

MYA may directly contract with the independent evaluator for the IEE. Alternatively, MYA may issue payment to the independent evaluator for the costs of the IEE following its receipt of the items listed below, or MYA may reimburse the parent or trusted adult of a minor student, or adult student for the costs of a procured IEE in a timely manner in accordance with MYA policies and procedures and in an amount no greater than the actual cost to the parent or trusted adult of a minor student, or adult student.

If MYA initiates a due process hearing and the hearing officer issues a final decision finding that the MYA evaluation is appropriate, the parent or trusted adult of a minor student, or adult student will still have the right to obtain an IEE, but not at MYA's expense. If a hearing officer orders an IEE as part of a due process hearing decision, the costs of the IEE must be at MYA's expense.

If the parent or trusted adult of a minor student, or adult student obtains an IEE at private expense or through an agency other than MYA and shares the IEE with MYA, the results of the IEE:

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1. Must be considered by MYA if the evaluation meets the agency criteria set forth below, in any decision made with respect to the provision of a free appropriate public education ("FAPE") to the student; and
2. May be presented as evidence at a due process hearing or other proceeding regarding the student.

LEA Criteria

The criteria under which an IEE is obtained at public expense, including the location limitations for the evaluator, minimum qualifications of the evaluator, and cost containment criteria, must be consistent with the criteria set forth in this policy, and consistent with the criteria that MYA uses when it initiates an evaluation.

If MYA observes the student in conducting the evaluation with which the parent or trusted adult of a minor student, or adult student disagree or if its assessment procedures allow observations, the independent evaluator will be provided with an equivalent opportunity to observe the student in the current educational setting and to observe the MYA proposed setting, if any. This opportunity shall also be provided if the parent or trusted adult of a minor student, or adult student obtains an evaluation at private expense.

MYA shall define the nature and scope of an independent evaluator's observations consistent with the right to an equivalent opportunity to observe, but also consistent with its obligations to prevent unnecessary disruption and protect the privacy interests of other students. This may include, but is not limited to, identifying the time constraints of such observation, MYA personnel who will participate in the observation, and restrictions on student/teacher interactions.

Geographical Limitations for Evaluators

Evaluators will be located within Humboldt, Marin, Solano, San Francisco, Alameda, Napa, or Sonoma Counties. Evaluators outside of this area will be approved only on an exceptional basis, providing the parent or trusted adult of a minor student, or adult student can demonstrate the necessity of using personnel outside the specified area in order to obtain an appropriate evaluation. Any expenses beyond that directly related to preparation of the evaluation (e.g., food, lodging, transportation, etc.) are not covered in the cost of the independent evaluation.

Minimum Qualifications for Evaluators

Evaluators with credentials other than those listed below will not be approved unless they can

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demonstrate the appropriateness, under the specific facts of a given case, of using an evaluator meeting other qualifications. (Ed. Code 56320 (b)(3))

Type of Assessment	Qualifications
Academic Achievement	Credentialed Special Education Teacher School Psychologist Licensed Educational Psychologist Licensed Clinical Psychologist
Adaptive Behavior	Credentialed Special Education Teacher School Psychologist Licensed Educational Psychologist Licensed Clinical Psychologist
Assistive Technology	Credentialed or Licensed Speech/Language Pathologist Credentialed Assistive Technology Specialist Credentialed Special Education Teacher with appropriate training
Auditory Acuity	Licensed Educational Audiologist Licensed or Credentialed Speech/Language Pathologist
Behavioral	Credentialed Special Education Teacher School Psychologist Behavior Specialist Licensed Educational Psychologist Licensed Clinical Psychologist Licensed Psychiatrist
Cognitive	School Psychologist Licensed Educational Psychologist Licensed Clinical Psychologist

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Health (including neurological)	Licensed Physician Nurse
Motor	Licensed Physical Therapist Registered Occupational Therapist Credentialed Teacher of the Physically Impaired Adaptive Physical Education Teacher
Occupational Therapy	Licensed Occupational Therapist
Speech and Language	Credentialed or Licensed Speech/Language Pathologist
Social/Emotional	School Psychologist Licensed Educational Psychologist Licensed Clinical Psychologist Licensed Psychiatrist
Visual Acuity/Developmental Vision	Licensed Ophthalmologist Optometrist
Functional Vision	Credentialed Teacher of the Visually Impaired
Vision Perception	Credentialed Special Education Teacher School Psychologist
Transition	Credentialed Special Education Teacher

Cost Containment Criteria for Evaluations

The cost of an IEE shall be comparable to those costs that MYA incurs when it uses its own employees or contractors to perform a similar assessment. Costs include: observations,

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administration and scoring of tests, report writing, and attendance in person or by phone at an IEP team meeting. Reimbursement will be in an amount no greater than the actual cost to the parent or trusted adult of a minor student, or adult student and will be subject to proof of payment.

Based on the cost limitations contained in the Sonoma County SELPA LEAs and region, the suggested cost of an IEE should be limited to the following table of maximum costs, absent extraordinary circumstances:

Sonoma County SELPA Type of Assessment	Allowable Rate: up to
Academic Achievement	\$800.00
Adapted Physical Education	\$1,500.00
Adaptive Behavior	\$600.00
Assistive Technology	\$1,000.00
Autism/Behavior (ABA) with observation / data collection	\$1,500.00
Behavioral - functional behavior analysis (FBA) Conducted by Board Certified Behavior Analyst (BCBA)-all Costs Inclusive	\$2,000.00
Auditory Acuity or Perception	\$350.00
Auditory Verbal Therapy	\$1,500.00
CAPD (Central Auditory Processing)	\$1,500.00
DHOH (Deaf and Hard of Hearing)	\$2,500.00
Occupational Therapy (fine/gross motor skills)	\$1,500.00

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Physical Therapy	\$1,500.00
Full Psycho-Educational (rate allowed depends on components tested such as academic, adaptive behavior, cognition, social-emotional, etc.)	\$4,000.00
Speech & Language	\$1,500.00
Social-emotional	\$750.00
Visual Acuity & Perception	\$350.00
Visual Processing	\$350.00

Guidelines for all IEE costs are calculated by considering the time required for the assessment and the appropriate comparable MYA employee hourly rate. Costs above these amounts will not be approved unless the parent or trusted adult of a minor student, or adult student can demonstrate that such costs reflect unique circumstances justifying the selection of an evaluator whose fees fall outside these criteria. MYA will not necessarily be required to fund the attendance of the assessor at the IEP team meeting convened to consider the IEE.

When insurance will cover all or partial costs of the IEE, MYA will request that the parent or trusted adult of a minor student, or adult student voluntarily have their insurance pay the IEE costs covered by their insurance. However, the parent or trusted adult of a minor student, or adult student will not be asked to have insurance cover independent evaluation costs if such action would result in a financial cost to the parent or trusted adult of a minor student, or adult student including, but not limited to the following:

1. A decrease in available lifetime coverage or any other benefit under an insurance policy,
2. An increase in premiums or discontinuance of the policy or
3. An out-of-pocket expense such as payment of a deductible amount incurred in filing a claim unless the parent or trusted adult of a minor student, or adult student is willing to have MYA reimburse them for the amount of the deductible.

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Independent evaluators must agree to release their assessment information, provide prior to the IEP meeting a written IEE assessment report, submit copies of any and all assessment protocols utilized to conduct the IEE, and provide detailed invoices including dates of assessment, observations and hourly rates, if applicable, to MYA prior to receipt of payment for services. All IEE evaluators must utilize testing and assessment materials and procedures, which are selected and administered so as not to be racially, culturally, or sexually discriminatory. Tests and other assessment materials must be provided and administered in the student's primary language or other modes of communication, unless there are stated reasons why this provision and administration are not clearly feasible. All assessment instruments utilized must have been validated for the specific purpose for which they are used and be administered by trained personnel in conformity with the instructions provided by the publisher. All written reports must meet the requirements of the Individuals with Disabilities Education Act ("IDEA") and California Ed. Code Section 56327.

The results of the IEE will be considered in the determination of eligibility, program decisions, and placement of the student with disabilities as required by the Individuals with Disabilities Education Act. However, the results of an IEE will not control MYA's determinations and may not be considered if not completed by a qualified professional, as determined by MYA. MYA should consider contracting with a Nonpublic Nonsectarian ("NPA") for both assessment and services could compromise the reliability of the assessment performed.

References*Legal Authority:*

20 U.S.C. 1414(a) – (c) -Evaluations and reevaluations;

20 U.S.C. 1415(b)(1)-Right to independent educational evaluations; 34 CFR 300.301 – 300.306-Re-evaluations,;

34 CFR 300.502-Independent Educational Evaluations; Comments to 34 CFR 300.502 Independent education evaluations; Education Code section 56327;

34 CFR 300.300 Parent Consent - Evaluation;

34 CFR 300.304-306 Procedures for evaluations and Determination of eligibility; Education Code 56329-Independent educational assessments;

Education Code 56381 Reassessments.

Education Code 56329 Notice to parents or guardians; independent educational assessments; hearings; proposals for publicly financed nonpublic placements

Education Code 56506(c) Due process rights of pupil and parent

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INDEPENDENT EDUCATIONAL EVALUATION POLICY

Motivated Youth Academy (“MYA” or the “Charter School”) adopts this Independent Educational Evaluation Policy to apply to students enrolled in MYA.

The purpose of this policy is to outline the steps that will be taken by Motivated Youth Academy’s (“MYA”) Special Education (“SPED”) department when the educational rights holder or trusted adult of a minor student, or adult student with a disability requests an Independent Educational Evaluation (“IEE”) subject to the provisions of federal and state law at public expense if they disagree with an evaluation completed by the Local Education Agency (“LEA”) and the LEA does not pursue its option to file a request for a due process hearing with the California Office of Administrative Hearings to establish the appropriateness of its assessment. An IEE is an evaluation conducted by a qualified evaluator who is not employed by the LEA of residence. Public expense means that the LEA pays for the full cost of the evaluation (in accordance with cost recommendations described herein) or ensures that the evaluation is otherwise provided at no cost to the parent or trusted adult of a minor student, or adult student. This policy is adapted from the Sonoma County Special Education Local Plan Area (“SELPA”).

Policy and Procedures

The educational rights holder or trusted adult of a minor student, or adult student with a disability has the right to an IEE subject to the provisions of federal and state law at public expense if they disagree with an evaluation completed by the LEA and the LEA does not pursue its option to file a request for a due process hearing with the California Office of Administrative Hearings to establish the appropriateness of its assessment. If necessary, the LEA should request clarification regarding which evaluation(s) are in dispute. The term “evaluation” includes any individual assessment of a student that results in a report that is used by the IEP team to determine eligibility and services.

The educational rights holder or trusted adult of a minor student, or adult student must indicate in writing to MYA or inform MYA at an Individualized Education Plan (“IEP”) meeting that they:

1. Disagree with the LEA’s evaluation and
2. Are requesting an IEE at public expense.

MYA may ask for the educational rights holder or trusted adult of a minor student, or adult student reason(s) for disagreeing with MYA’s evaluation, but the educational rights holder or trusted adult of a minor student, or adult student is not required to provide those reasons. MYA

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may offer to conduct another evaluation of its own with the educational rights holder or trusted adult of a minor student, or adult student's consent. If the educational rights holder or trusted adult of a minor student, or adult student agrees to another evaluation provided by MYA, this would not be considered an IEE and MYA would work with the educational rights holder or trusted adult of a minor student, or adult student to appropriately document the agreement of the educational rights holder or trusted adult of a minor student, or adult student to both the new evaluation completed by MYA and to the withdrawal of the IEE request pending the completion of the new assessment completed by MYA. MYA should ask the educational rights holder or trusted adult of a minor student, or adult student to revoke their request for an IEE in writing or ask them to sign that they agreed to the withdrawal of the request and to a new assessment completed by MYA.

If the educational rights holder or trusted adult of a minor student, or adult student does not agree to another evaluation completed by MYA, MYA must respond to the educational rights holder or trusted adult of a minor student, or adult student's request by ensuring an IEE is provided at public expense in a timely manner or promptly submit a request for a due process hearing in accordance with this policy. MYA may not unnecessarily delay either providing the IEE at public expense or initiating a due process hearing to defend the appropriateness of its evaluation. In addition, a copy of the Procedural Safeguards and Parent Rights should be provided anytime an educational rights holder or trusted adult of a minor student, or adult student requests an IEE. The educational rights holder or trusted adult of a minor student, or adult student may only request one publicly funded IEE for each evaluation completed by MYA.

Responding to an IEE Request

Once the educational rights holder or trusted adult of a minor student, or adult student communicates his/her disagreement with the evaluation(s) completed by MYA and requests an IEE at public expense in writing or at an IEP meeting, the following procedures will be followed:

1. MYA Director of Special Education will be notified.
2. MYA will provide to the educational rights holder or trusted adult of a minor student, or adult student a copy of the Sonoma County SELPA policy and procedures including criteria for IEEs, a copy of the Procedural Safeguards and Parental Rights, and options for an IEE at public expense.

Options are as follows:

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- a. A staff member from another LEA in the SELPA
 - b. A staff member from another SELPA
 - c. A non public agency provider
 - d. A provider on the SELPA IEE list
3. The educational rights holder or trusted adult of a minor student, or adult student will communicate to MYA, in writing, their preferred option; OR
4. MYA will determine whether they will initiate due process to establish the appropriateness of its evaluation or proceed with obtaining an IEE.

If MYA determines that it will initiate a due process hearing to establish the appropriateness of its evaluation, MYA will notify the educational rights holder or trusted adult of a minor student, or adult student of such a decision in writing prior to filing a due process hearing complaint. This written notice shall include all of the elements of prior written notice as required by section 300.503(b) of Title 34 of the Code of Federal Regulations.

If MYA agrees to provide an IEE at public expense, MYA will work collaboratively with the educational rights holder or trusted adult of a minor student, or adult student, at their request, to identify potential IEE evaluator(s). Alternatively, the educational rights holder or trusted adult of a minor student, or adult student may provide, in writing, their preferred evaluator(s). MYA and the educational rights holder or trusted adult of a minor student, or adult student may utilize the Agreement for IEE form and/or the educational rights holder or trusted adult of a minor student, or adult student will be required to sign a release and exchange of information authorizing MYA to communicate directly with the educational rights holder or trusted adult of a minor student, or adult student's chosen independent evaluator. Please note: An MYA assessment plan will NOT be completed because MYA is not conducting the assessment and is not responsible for the timelines and/or results of the IEE assessments.

MYA may directly contract with the independent evaluator for the IEE. Alternatively, MYA may issue payment to the independent evaluator for the costs of the IEE following its receipt of the items listed below, or MYA may reimburse the educational rights holder or trusted adult of a minor student, or adult student for the costs of a procured IEE in a timely manner in accordance with MYA policies and procedures and in an amount no greater than the actual cost to the parent or trusted adult of a minor student, or adult student.

If MYA initiates a due process hearing and the hearing officer issues a final decision finding that the MYA evaluation is appropriate, the educational rights holder or trusted adult of a minor student, or adult student will still have the right to obtain an IEE, but not at MYA's expense. If a hearing officer orders an IEE as part of a due process hearing decision, the costs of the IEE must

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be at MYA's expense.

If the educational rights holder or trusted adult of a minor student, or adult student obtains an IEE at private expense or through an agency other than MYA and shares the IEE with MYA, the results of the IEE:

1. Must be considered by MYA if the evaluation meets the agency criteria set forth below, in any decision made with respect to the provision of a free appropriate public education ("FAPE") to the student; and
2. May be presented as evidence at a due process hearing or other proceeding regarding the student.

LEA Criteria

The criteria under which an IEE is obtained at public expense, including the location limitations for the evaluator, minimum qualifications of the evaluator, and cost containment criteria, must be consistent with the criteria set forth in this policy, and consistent with the criteria that MYA uses when it initiates an evaluation.

If MYA observes the student in conducting the evaluation with which the educational rights holder or trusted adult of a minor student, or adult student disagree or if its assessment procedures allow observations, the independent evaluator will be provided with an equivalent opportunity to observe the student in the current educational setting and to observe the MYA proposed setting, if any. This opportunity shall also be provided if the educational rights holder or trusted adult of a minor student, or adult student obtains an evaluation at private expense.

MYA shall define the nature and scope of an independent evaluator's observations consistent with the right to an equivalent opportunity to observe, but also consistent with its obligations to prevent unnecessary disruption and protect the privacy interests of other students. This may include, but is not limited to, identifying the time constraints of such observation, MYA personnel who will participate in the observation, and restrictions on student/teacher interactions.

Geographical Limitations for Evaluators

Evaluators will be located within Imperial, Orange, Riverside, or San Diego Counties. Evaluators outside of this area will be approved only on an exceptional basis, providing the educational rights holder or trusted adult of a minor student, or adult student can demonstrate the necessity of using personnel outside the specified area in order to obtain an appropriate evaluation. Any expenses beyond that directly related to preparation of the evaluation (e.g., food, lodging,

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transportation, etc.) are not covered in the cost of the independent evaluation.

Minimum Qualifications for Evaluators

Evaluators with credentials other than those listed below will not be approved unless they can demonstrate the appropriateness, under the specific facts of a given case, of using an evaluator meeting other qualifications. (Ed. Code 56320 (b)(3))

Type of Assessment	Qualifications
Academic Achievement	Credentialed Special Education Teacher School Psychologist Licensed Educational Psychologist Licensed Clinical Psychologist
Adaptive Behavior	Credentialed Special Education Teacher School Psychologist Licensed Educational Psychologist Licensed Clinical Psychologist
Assistive Technology	Credentialed or Licensed Speech/Language Pathologist Credentialed Assistive Technology Specialist Credentialed Special Education Teacher with appropriate training
Auditory Acuity	Licensed Educational Audiologist Licensed or Credentialed Speech/Language Pathologist
Behavioral	Credentialed Special Education Teacher School Psychologist Behavior Specialist Licensed Educational Psychologist Licensed Clinical Psychologist Licensed Psychiatrist

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Cognitive	School Psychologist Licensed Educational Psychologist Licensed Clinical Psychologist
Health (including neurological)	Licensed Physician Nurse
Motor	Licensed Physical Therapist Registered Occupational Therapist Credentialed Teacher of the Physically Impaired Adaptive Physical Education Teacher
Occupational Therapy	Licensed Occupational Therapist
Speech and Language	Credentialed or Licensed Speech/Language Pathologist
Social/Emotional	School Psychologist Licensed Educational Psychologist Licensed Clinical Psychologist Licensed Psychiatrist
Visual Acuity/Developmental Vision	Licensed Ophthalmologist Optometrist
Functional Vision	Credentialed Teacher of the Visually Impaired
Vision Perception	Credentialed Special Education Teacher School Psychologist
Transition	Credentialed Special Education Teacher

INSTRUCTION**6070-MYA****INDEPENDENT EDUCATIONAL EVALUATION POLICY****Cost Containment Criteria for Evaluations**

The cost of an IEE shall be comparable to those costs that MYA incurs when it uses its own employees or contractors to perform a similar assessment. Costs include: observations, administration and scoring of tests, report writing, and attendance in person or by phone at an IEP team meeting. Reimbursement will be in an amount no greater than the actual cost to the educational rights holder or trusted adult of a minor student, or adult student and will be subject to proof of payment.

Based on the cost limitations contained in the Sonoma County SELPA LEAs and region, the suggested cost of an IEE should be limited to the following table of maximum costs, absent extraordinary circumstances:

Sonoma County SELPA Type of Assessment	Allowable Rate: up to
Academic Achievement	\$800.00
Adapted Physical Education	\$1,500.00
Adaptive Behavior	\$600.00
Assistive Technology	\$1,000.00
Autism/Behavior (ABA) with observation / data collection	\$1,500.00
Behavioral - functional behavior analysis (FBA) Conducted by Board Certified Behavior Analyst (BCBA)-all Costs Inclusive	\$2,000.00
Auditory Acuity or Perception	\$350.00
Auditory Verbal Therapy	\$1,500.00
CAPD (Central Auditory Processing)	\$1,500.00

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DHOH (Deaf and Hard of Hearing)	\$2,500.00
Occupational Therapy (fine/gross motor skills)	\$1,500.00
Physical Therapy	\$1,500.00
Full Psycho-Educational (rate allowed depends on components tested such as academic, adaptive behavior, cognition, social-emotional, etc.)	\$4,000.00
Speech & Language	\$1,500.00
Social-emotional	\$750.00
Visual Acuity & Perception	\$350.00
Visual Processing	\$350.00

Guidelines for all IEE costs are calculated by considering the time required for the assessment and the appropriate comparable MYA employee hourly rate. Costs above these amounts will not be approved unless the educational rights holder or trusted adult of a minor student, or adult student can demonstrate that such costs reflect unique circumstances justifying the selection of an evaluator whose fees fall outside these criteria. MYA will not necessarily be required to fund the attendance of the assessor at the IEP team meeting convened to consider the IEE.

When insurance will cover all or partial costs of the IEE, MYA will request that the educational rights holder or trusted adult of a minor student, or adult student voluntarily have their insurance pay the IEE costs covered by their insurance. However, the educational rights holder or trusted adult of a minor student, or adult student will not be asked to have insurance cover independent evaluation costs if such action would result in a financial cost to the educational rights holder or trusted adult of a minor student, or adult student including, but not limited to the following:

1. A decrease in available lifetime coverage or any other benefit under an insurance policy,
2. An increase in premiums or discontinuance of the policy or

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3. An out-of-pocket expense such as payment of a deductible amount incurred in filing a claim unless the educational rights holder or trusted adult of a minor student, or adult student is willing to have MYA reimburse them for the amount of the deductible.

Independent evaluators must agree to release their assessment information, provide prior to the IEP meeting a written IEE assessment report, submit copies of any and all assessment protocols utilized to conduct the IEE, and provide detailed invoices including dates of assessment, observations and hourly rates, if applicable, to MYA prior to receipt of payment for services. All IEE evaluators must utilize testing and assessment materials and procedures, which are selected and administered so as not to be racially, culturally, or sexually discriminatory. Tests and other assessment materials must be provided and administered in the student's primary language or other modes of communication, unless there are stated reasons why this provision and administration are not clearly feasible. All assessment instruments utilized must have been validated for the specific purpose for which they are used and be administered by trained personnel in conformity with the instructions provided by the publisher. All written reports must meet the requirements of the Individuals with Disabilities Education Act ("IDEA") and California Ed. Code Section 56327.

The results of the IEE will be considered in the determination of eligibility, program decisions, and placement of the student with disabilities as required by the Individuals with Disabilities Education Act. However, the results of an IEE will not control MYA's determinations and may not be considered if not completed by a qualified professional, as determined by MYA. MYA should consider contracting with a Nonpublic Nonsectarian ("NPA") for both assessment and services could compromise the reliability of the assessment performed.

References

Legal Authority:

20 U.S.C. 1414(a) – (c) -Evaluations and reevaluations;

20 U.S.C. 1415(b)(1)-Right to independent educational evaluations; 34 CFR 300.301 – 300.306-Re-evaluations,;

34 CFR 300.502-Independent Educational Evaluations; Comments to 34 CFR 300.502 Independent education evaluations; Education Code section 56327;

34 CFR 300.300 Parent Consent - Evaluation;

34 CFR 300.304-306 Procedures for evaluations and Determination of eligibility; Education Code 56329-Independent educational assessments;

Education Code 56381 Reassessments.

Education Code 56329 Notice to parents or guardians; independent educational assessments; hearings; proposals for publicly financed nonpublic placements

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Education Code 56506(c) Due process rights of pupil and parent

Coversheet

Charter Impact Services Agreement

Section: XII. Business/Financial Services
Item: A. Charter Impact Services Agreement
Purpose: Vote
Submitted by: Bill Dobson
Related Material: MYA - Inova Payroll + Student Data Proposal 2025.01.09.pdf
 Charter Impact Contract FY25-28 2025.01.09.pdf

BACKGROUND:

Currently, Motivated Youth Academy contracts with Charter Impact for business management services (this is the accounting, finance, and account payable functions) at a 2% fee of MYA's revenue. Separate from that, MYA also contracts with Charter Impact for student data reporting at \$130/hour and payroll processing at a varied rate depending on factors but estimated to cost around \$5,600 annually. In addition, MYA also contracts with Paylocity for the payroll software at an approximate annual cost of \$8,500.

The proposed change in fee structure with Charter Impact would increase the fee from 2% to 2.5% of annual revenue but would bundle all of the listed items above – business management services, student data reporting, payroll software, and payroll processing. The increased fee is projected to cost ~\$24,000 this year, but is actually projected to save the school over \$10,000 by elimination of the other ancillary charges.

Lastly this services agreement is for three years. Services provided by Charter Impact have contributed significantly to the independent growth of Motivated Youth Academy and distancing the school from the Collaborative Charter Services (CSO). Locking in this rate for three years will facilitate the continuation of these services at a rate the school can manage in light of potential increases due to cyber security, wages, changes to state and federal requirements as well as additional costs incurred through other ancillary charges in providing business management services.

RECOMMENDATION:

It is recommended that the board approve the revised contract with Charter Impact for the period of April 1, 2025, and ending June 30, 2028 for Motivated Youth Academy.

Fiscal Impact: 2.5% of Motivated Youth Academy's total annual revenue for each year of the agreement.



Payroll/HRIS System/Student Data Proposal

CURRENT PRICING STRUCTURE

- Payroll processing and retirement reporting - \$100 base plus \$2.75 per employee per pay period
- Garnishment reporting - \$2.50 per occurrence
- New employee reporting - \$3.50 per occurrence
- Payroll delivery via FedEx - \$35.00 per occurrence, per 50 employees
- Quarterly/Annual Reporting - \$20.00 per occurrence
- Form W-2 - \$5.75 each
- Paylocity software fees paid directly by Motivated Youth Academy

NEW PRICING STRUCTURE BUNDLED OPTION BMS + PAYROLL + STUDENT DATA

- Increase CI fees from 2% to 2.5% (~\$24k annual increase based on current budget) for Inova Payroll / Time / HRIS / Onboarding, recurring student data support, and updated three-year contract renewal
 - *Current MYA payroll fess (CI labor + Paylocity software costs) are approximately \$14,196 annualized*
 - *Charter Impact payroll costs estimated based on October billing (44 EE) and current run rate*
 - *Current student data support is billed hourly and MYA typically uses 8-20 hours/month (\$1,000-\$2,500/month)*
- New pricing structure will result in cost-neutral structure and potentially cost-savings for Motivated Youth Academy
- CI responsible for implementation cost of ~\$3,500 with three-year contract renewal



CHARTER IMPACT, INC.

BOOKKEEPING AND ACCOUNTING SERVICES AGREEMENT

This agreement (the “Agreement”) is entered into as of January 9, 2025 (the “Effective Date”) by and between Charter Impact, Inc. (“CI”), and Motivated Youth Academy (“Client”).

ARTICLE 1. DUTIES AND RESPONSIBILITIES

Section 1.01. CI, a provider of business management and accounting services, will provide accounting, budgeting, compliance, strategic planning, documentation, deliverables, and other related services necessary to fulfill Client's business management and accounting requirements, as more particularly described in Exhibit A, B and C attached hereto and incorporated herein by this reference (the “Services”).

Section 1.02. Client will provide CI with the compensation and business expense reimbursement specified in Article 3 of this Agreement.

ARTICLE 2. TERM OF AGREEMENT

Section 2.01. Client will retain CI to work as a consultant for Client in the field of business management, accounting and consulting, beginning April 1, 2025, and ending June 30, 2028. CI accepts this engagement. CI will use CI's best efforts to accomplish the technical and commercial goals identified by Client during the term of this Agreement. Client acknowledges that CI may have other confidentiality commitments. Client will not require CI to perform tasks which might reasonably result in CI's breach of any confidentiality commitment.

Section 2.02. This Agreement will be renewed automatically for succeeding terms of one year each, unless either party gives notice to the other at least 90 days before the expiration of any term of his or her or its intention not to renew.



ARTICLE 3. COMPENSATION AND EXPENSES

Section 3.01. Fees.

Business Management Services and Payroll, HRIS, Onboarding, & Retirement Services, and Student Data Services: For services in Exhibits A, B, and C the Client will pay CI a fee equal to 2.5% of revenue as calculated based on each reporting unit (i.e. charter school, department, location, central office and any other additional reporting units which may be added at the discretion of the Client). Fees for services in Exhibit A are subject to a minimum of \$75,000 per year.

Payroll Processing: For services in Exhibit B, CI will utilize Inova Payroll software. CI will incur Inova Payroll's implementation fee and monthly software costs. Inova Payroll software will include the following:

- Payroll
- Time and Attendance
- HRIS
- Onboarding

Student Data Services: CI will provide student data services in accordance with Exhibit C.

Rush Check Processing (optional): Upon special request of Client, emergency checks can be processed on a same-day basis in addition to the regular weekly cycle described in Exhibit A, Section 2C. For these rare occasions, an expedited processing fee of \$75 per check will be charged in addition to the reimbursement for shipping charges noted in Section 3.02 below.

Other Services: For other services requested by Client outside of the items included in Exhibit A, B or C, the Client will pay CI a fee based on CI's standard hourly rates as listed in Exhibit D.

Section 3.02. Expenses. In addition to the compensation specified in Section 3.01, CI will be paid for actual reasonable out-of-pocket expenses incurred in providing the Services, including mileage reimbursement for Client-requested meeting attendance. Reimbursement of aggregate monthly expenses will not exceed \$500, without written approval by Client before being incurred, unless Client elects to reimburse CI after the fact.

Section 3.03. Invoicing. CI will invoice Client on a monthly basis for Business Management, starting April 1st, 2025 and will CI will automatically update the amount based on 1/12th of the Client's projected annual revenue pursuant to the percentage based fee in Section 3.01. Student Data, Other Services and expenses pursuant to sections 3.01 and 3.02 above will be billed monthly based on the actual time and expenses incurred during the preceding month. Payroll processing fees will be invoiced upon processing of the payroll. CI will automatically prepare a check from Client on the invoice date for



payment from Client. Payment for all services and expenses is due upon presentation of invoices.

Section 3.04. Right to Suspend Performance. In the event of default or delay in payment greater than 30 days from the date of the invoice, CI reserves the right to suspend part or all of its performance of duties under this contract until all amounts for Services and Expenses are paid in full. In the event Client disputes all or any portion of an invoice, Client shall notify CI within 15 days of receipt of the invoice; and initiate the dispute resolution process under Section 15 hereof, but shall pay the invoice in full, pending the outcome of such process.

Section 3.05. Late Payments. Payments made after the payment terms are subject to a late payment penalty equal to an annual rate of twelve percent (12%).

Section 3.06. Price Changes. The prices and related charges for the Services are subject to increase upon renewal of this Agreement. CI reserves the right to immediately pass through increases in costs incurred from third parties, e.g., vendors, subcontractors and licensors, to the extent such services and supplies are identified in Exhibit A, B and C. In addition, CI will give Client not less than 30 days prior written notice of any price increases for Services.

Section 3.07. Document Subpoenas and Testimony. CI fees for this engagement do not cover our charges for any subpoena or other discovery request we receive for documents, information or testimony (in court, before an arbitrator or arbitration panel, or in deposition) related to the Services, in proceedings to which we are not a party. CI will invoice Client separately for our time and expenses incurred in connection with responding to any such requests and testifying in any such proceedings, including reasonable attorney's fees we may incur, and including, without limitation, any negotiations, "meet and confer" process or motion practice concerning the nature and scope of any such subpoena, or as to other procedural and/or substantive issues concerning such document requests or testimony. Should Client or Client counsel in such proceedings have any objection to the nature or scope of any such subpoena for our workpapers and records, Client agrees that it shall be Client or Client's counsel's responsibility in the first instance to present such objections and/or to file an appropriate motion to contest or to seek to limit the scope of such subpoena. CI will cooperate with any such efforts consistent with the legal requirements imposed upon CI by the subpoena including, without limitation, making such workpapers and records available to Client and/or Client counsel for inspection prior to their production. However, because the workpapers for Services are the property of CI, absent a specific Court order concerning any objection or motion to limit the scope of production or a written agreement between Client and the party issuing the subpoena to which CI have agreed, CI reserves the right to make the final decision as to which documents from CI workpapers and records shall be produced in response to such a subpoena.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES



Section 4.01. Organization of Client. Client is a non-profit public benefit corporation, duly organized, validly existing, and in good standing under the laws of the State of California and has all requisite power and authority to own, lease and operate its properties and to carry on its educational operations as it is now being conducted.

Section 4.02. No Breach. Each party hereto warrants and represents that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which it is subject, or any provision of its Articles of Incorporation, Bylaws or Charter, nor (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which it is a party or by which it is bound or to which any of its assets is subject.

Section 4.03. CI represents and warrants that it has the requisite personnel, equipment, expertise, experience and skill to perform its obligations hereunder and provide the Services to Client in a timely and professional manner.

ARTICLE 5. DISCLAIMER OF WARRANTIES

Section 5.01. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE THAT ARE EXPRESSLY CONTAINED HEREIN. CI DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; THIRD PARTY SOFTWARE OR HARDWARE; OR, RESPONSIBILITY FOR CLIENT DATA.

Section 5.02. Limited Remedy. Client's exclusive remedy for defective Services is re-performance of the Services by CI at CI's expense, subject to CI's confirmation of the existence of such defect after receiving notice of a claimed defect from Client.

ARTICLE 6. LIMITATION OF LIABILITY

Section 6.01. EVEN IF CI CANNOT OR DOES NOT RE-PERFORM ANY DEFECTIVE SERVICES, AND CLIENT'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, CI'S ENTIRE LIABILITY SHALL IN NO EVENT EXCEED \$50,000. CI HAS NO LIABILITY FOR GENERAL, CONSEQUENTIAL,



INCIDENTAL OR SPECIAL DAMAGES ARISING FROM A DEFECT IN ANY SERVICES.

Section 6.02. EXCEPT FOR DAMAGES FLOWING FROM GROSS NEGLIGENCE OR INTENTIONALLY TORTIOUS CONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE. Client acknowledges that the pricing of the Services and the other terms of this Agreement have been set based on the foregoing sections of this Agreement providing for an agreed allocation of the risk for any defective Services between the parties. Client further acknowledges that the pricing and terms would have been different if there had been a different allocation of the risk.

ARTICLE 7. CONFIDENTIAL BUSINESS INFORMATION

Section 7.01. CI agrees that all of the business information related specifically to Client developed by or communicated by or to CI in the performance of the services described in this Agreement is of a highly confidential nature, and that, unless the CI has the prior written approval of Client, no use or oral or written disclosure of that information by CI will be made either during or after the term of this Agreement, except that CI may disclose that information to persons or companies who may be designated by Client to work with the CI in connection with CI's performance of the Services. Nothing herein shall be construed as restricting CI in performing the Services, which require routine disclosure of such information to auditors, regulatory agencies, insurance carriers, and providers, and the Client as its agent. With the Client's consent, CI will provide financial references upon request by certification organizations, financial institutions, and potential grantors.

Section 7.02. For purposes of this Agreement, "Confidential Information" means any and all technical and non-technical information including copyright, trade secret, and proprietary information, inventions, know-how, processes and algorithms, software programs, software source documents. Confidential Information includes, without limitation, financial information, procurement requirements, purchasing information, and plans and personnel information of the parties and students as protected under FERPA, HIPPA, and other privacy protection laws. The restriction of Section 7.01 does not apply to information which CI can demonstrate was at the time of the execution of this Agreement:

- (a) In the public domain or is otherwise considered public information; or
- (b) Part of CI's prior knowledge; or



(c) Learned from a third party without the breach of a confidential relationship with Client.

ARTICLE 8. OBLIGATIONS OF CLIENT

Section 8.01. Authorized Personnel. The Client must identify to CI, in writing, the authorized staff member(s) to work with CI with respect to: general information about the Client, accounts payable, personnel and payroll, attendance records as well as funding compliance and reporting.

Section 8.02. Principal Contact. The Client must also identify, in writing to CI, its key or principal contact who is authorized to receive and disclose Confidential Information, receive payroll checks and discuss personnel issues.

Section 8.03. Financial Records and Audit.

- (i) The Client will maintain customary and reasonably correct, complete and accurate books and records of account as required by the United States government, the State of California (and any other funding authority). The Client will deliver all supporting documentation in accordance with the monthly close timeline developed by CI. Unless otherwise stated, this deadline will be 5 calendar days following the end of the month.
- (ii) The Client will obtain a timely annual audit of its books and records from an independent certified public accounting firm (reasonably acceptable to CI) and immediately provide CI with a copy of any annual audit and related reports, notes or statements. Client authorizes and instructs its independent accountants to speak and work directly with CI on any matter or issue pertinent to the Services.
- (iii) Client covenants that it will respond promptly and professionally to any and all questions or investigations from any investigating or funding authority or Client's accountants, including exceptions noted in any independent accountant's report.

Section 8.04. Coordination and Cooperation. Client, its authorized staff members and principal contact will work closely and cooperatively with CI to facilitate the effective performance and delivery of the Services. Client will comply with and respond promptly to all reasonable requests of CI for information or documents from the Client. Client covenants to assist CI in reconciling outstanding invoices, and to provide CI with copies or originals of vendor invoices and correspondence, as well as other statements and receipts in accordance with the monthly close deadline established by CI. In the case where CI is required to incur additional time researching, obtaining or documenting transactions, re-processing payments or re-classifying expenses outside of the standard



processes and procedures and established by CI, CI may charge additional fees based on the standard hourly rates for actual time spent as noted in Section 3.01 above.

Section 8.05. Payroll. Client will provide all necessary and proper data to CI for payroll processing.

- (i) All original documents as it relates to personnel files or payroll logs will be maintained at the Client site.
- (ii) Client will use, and purchase if necessary to use, commercially reasonable time clocks for hourly personnel if CI systems are not used.

Section 8.06. Attendance Records and Reports. Client must take all necessary and proper steps to provide regular, accurate and timely responses to daily attendance tracking reports.

- (i) Client is responsible for taking daily attendance records compliant with the California Education Code Statutes. Client must maintain phone logs, tardy logs and other pertinent information related to appropriate attendance tracking.
- (ii) If applicable, Client is responsible for summarizing daily attendance into 20 day attendance reports to be submitted to CI within 2 business days of the last day in the 20 day period.

Section 8.07. Grant and Funding Requirements. Client covenants to use its best efforts to comply with all grant and funding requirements, including record keeping, reporting, management and financial controls and policies and procedures. Client also recognizes that it is Client's sole responsibility to know and be aware of all restrictions and requirements of its grants and funding sources including both governmental and non-governmental sources.

Section 8.08. Client Policies and Procedures. Client covenants to develop, apply and follow not less than customary and reasonable policies and procedures applicable to: Human Resources, Payroll Administration, Internal Financial Controls, Accounts Payable and other disbursements and competitive bid procedures for vendors.

Section 8.09. Notice and Information. Client covenants that it will provide CI with prompt, complete and accurate notice of and information concerning any material errors in Client data and Client's books and records, as well as with respect to investigations or inquiries into the Client, its activities, operations and reports by any governmental authority. Client will provide CI promptly with copies of every report, including any schedules or exhibits, provided to any governmental agency.

Section 8.10. Client acknowledges that CI's employees, consultants and any other personnel have been thoroughly trained and employed at great expense, are of great value and provide CI with a substantial competitive advantage in its business. Client agrees not



induce or attempt to induce any employees, consultants or other personnel of CI to breach their agreements with CI. Should Client hire or employ any current employee, consultant or any other personnel of CI within one year of their termination from CI, Client agrees to pay CI a fee equal to 100% of the annual starting salary, payment of which is due upon the offer of employment.

Section 8.11. Chartering Agency Requirements. Client covenants to use its best efforts to comply with all material requirements, including policies and procedures, of the Chartering Agency. Client also recognizes that it is Client's sole responsibility to know and be aware of all restrictions and requirements of its Chartering Agency.

ARTICLE 9. AGENCY

Section 9.01. It is understood and agreed that the CI is an independent contractor in respect to CI's relationship to Client, and that CI is not and should not be considered an agent or employee of the Client for any purpose. CI agrees not to represent itself as an agent or employee of the Client at any time.

Section 9.02. Nothing in this Agreement will be construed or implied to create a relationship of partners, agency, joint venture partners, or of employer and employee between CI and Client.

ARTICLE 10. INDEPENDENT CONTRACTOR STATUS

Section 10.01. CI and Client are independent contractors. No representations or assertions shall be made nor actions taken by either party that would create any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Neither party shall have any right to bind the other party, to make any representations or warranties, or to perform any act or thing on behalf of the other party, except as expressly authorized under this Agreement or in writing by the other party in its sole discretion. CI will have full control and discretion as to the ways and means of performing any and all services to be provided under this Agreement. It is understood that in the performance of this Agreement CI is not in any way acting as an employee of Client, and CI will be responsible for all taxes, social security payments, and other similar payments or contributions due as a result of any payments made to CI pursuant to the terms of this Agreement.

Section 10.02. As an independent contractor, CI agrees that Client has no obligation to CI under the state or federal laws regarding employee liability, and that Client's total commitment and liability under this arrangement is the performance of its obligations and the payment of CI's compensation and expenses as described herein. Each party will exercise day-to-day control over and supervision of their respective employees, and all instruction and direction of Client employees shall be the exclusive province of the Client. Each party is responsible for obtaining and maintaining worker's compensation coverage and unemployment insurance on its employees. Except as expressly stated in this Agreement, CI and Client are responsible for any and all taxes on their respective net



incomes, and for payment and withholding of all applicable taxes on the income of their respective employees.

Section 10.03. CI reserves the right to subcontract with other individuals and businesses for the Services. CI will be responsible for all payments to, as well as the direction and control of the work to be performed by, its subcontractors, if any.

ARTICLE 11. INDEMNIFICATION

Section 11.01. Indemnification. Client and CI warrant to indemnify each other and hold each other, and each other's officers, directors, employees, agents harmless, from and against any and all direct claims, costs, losses, liabilities and expenses for personal injury and property damage, including reasonable attorneys' fees, attributable to their actions and omissions under this Agreement, but excluding claims that would not be made but for the gross negligence or willful misconduct of the party seeking indemnification.

ARTICLE 12. INSURANCE

Section 12.01. CI carries customary and reasonable comprehensive insurance coverage for errors and omissions.

Section 12.02. Client will obtain and maintain customary and reasonable insurance for its facilities and operations, naming CI as additional insured under all policies.

ARTICLE 13. ETHICAL CONDUCT; RECORDKEEPING

Article 13.01. Client's policy requires ethical conduct in all business activities and practices, including proper recording and reporting of all transactions and compliance with applicable laws. The adequacy and accuracy of CI's billings, supporting documentation, and other information rendered to Client become the basis for Client's further recording and reporting, both internally and externally. CI is not expected or authorized to take any action on Client's behalf that would result in inadequate or inaccurate recording or reporting of assets, liabilities, or any other transaction or that would violate any applicable laws, rules, or regulations.

Section 13.02. Integrity and Financial Responsibility. Client will act with integrity and alert the management of CI to any fraudulent or unethical activity related to Client operations as soon as the Client becomes aware, to the extent permitted by law. Client acknowledges that CI's ability to provide Services is premised upon the Client acting in a financially prudent manner, including but not limited to timely approval of balanced budgets, maintaining a positive variance to budget throughout the year to the extent feasible and proper submission of supporting documentation for incoming and outgoing payments of any kind. Notwithstanding Section 14 hereof, CI may immediately terminate this contract in the event it determines, in its sole discretion, that Client personnel are or have acted in a fraudulent or unethical manner or in the case that CI cannot provide the Services in a professional manner consistent with laws and regulations



governing the Client, Client approved policies and procedures or business management best practices, based upon the actions or inaction of the Client.

ARTICLE 14. TERMINATION

Section 14.01. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect if either Party breaches any of its material obligations under this Agreement in any respect, which breach is not remedied within ninety (90) days following written notice to such breaching Party. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Client's failure to pay CI any undisputed compensation due within 30 days after written demand for payment or invoicing.
- (b) CI's failure to complete the services specified in Article 1.
- (c) Client's material breach of any representation or agreement contained in this Agreement.

Section 14.02. In the event that Client is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment for the benefit of its creditors, CI may terminate this Agreement upon written notice to Client.

Section 14.03. Effect of Termination; Survival. Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature continue or should survive will remain in effect after termination or expiration of this Agreement.

Section 14.04. All Services, including preparation of financial statements and compliance reporting related to a period within the term, will cease upon termination or expiration of this Agreement. If Client has compliance needs that stretch beyond the term of this Agreement into the next fiscal year, it is common for a closing agreement to be created upon termination or expiration to clearly define a term and scope of services falling outside this Agreement. The fee for such services is determined at that time based upon the scope of work to be completed past the Agreement term.

Section 14.05. In the event of early termination, the Business Management fee deemed to be earned by and due to CI will be equal to the fee in Section 3.01 and the forecasted revenue from the most recently prepared financial report, prorated from the commencement date of this agreement to the termination date, regardless of fee actually invoiced as of the termination date.

ARTICLE 15. DISPUTE RESOLUTION



Section 15.01. Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, arising out of either party's performance of this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section.

- a. Resolution Sequence. If the Dispute cannot be settled by good faith negotiation between the Chief Executive Officers of the parties – which must take place within thirty days of receipt by one party of a claim of a Dispute – CI and Client will submit the Dispute to non-binding mediation in Los Angeles County. If complete agreement cannot be reached within thirty days of submission to mediation, any remaining issues will be resolved by binding arbitration in accordance with Sections (c) and (d) below. Arbitration will comply with and be governed by the provisions of the California Arbitration Act
- b. Arbitrator. A single Arbitrator who is a retired judge and knowledgeable in commercial matters will conduct the arbitration. The Arbitrator's decision and award will be final, must be made in writing with findings of fact and conclusions of law, will be binding and may be entered in any court with jurisdiction. The Arbitrator will not have authority to make errors of law or legal reasoning, nor to modify or expand any of the provisions of this Agreement. The Arbitrator will not have the authority to award damages not permitted by this Agreement.
- c. Rules and Expenses. Any mediation or arbitration commenced pursuant to this Agreement will be conducted under the then current rules of the alternate dispute resolution ("ADR") firm in the site selected by the parties. If the parties are unable to agree on an ADR firm, the parties will conduct the mediation and, if necessary, the arbitration, under the then current rules and supervision of the American Arbitration Association. CI and Client will each bear its own attorneys' fees associated with the mediation and, if necessary, the arbitration. CI and Client will pay all other costs and expenses of the mediation/arbitration as the rules of the selected ADR firm provide.
- d. Limitation on Actions. Any dispute Client may have against CI with respect to this Agreement must be brought within two years after the cause of action arises.

ARTICLE 16. GENERAL PROVISIONS

Section 16.01. Any notices to be given under the Agreement by either party to the other will be in writing and may be transmitted by personal delivery or by e-mail, mail, registered or certified, postage prepaid with return receipt requested. Mailed notices will



be addressed to the parties at their known place of business, but each party may change that address by written notice in accordance with this section. Notices delivered personally will be deemed communicated as of the date of actual receipt; mailed notices will be deemed communicated as of two days after the date of mailing.

Section 16.02. This instrument contains the entire Agreement of the parties with respect to the subject matter hereof and there are no other promised representations or warranties affecting it. This Agreement supersedes any and all other agreements, either oral or in writing, between CI and Client with respect to the engagement of CI by Client and contains all of the covenants and agreements between the parties with respect to that engagement in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied in the Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

Section 16.03. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

Section 16.04. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party will not be deemed a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 16.05. If any provision in this Agreement is held by a court or arbitrator of competent jurisdiction to be unreasonable, invalid, void, or unenforceable, then this Agreement will be deemed amended to provide for the modification of the unreasonable, invalid, void, or unenforceable provision to the extent that the court or arbitrator finds reasonable, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

Section 16.06. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of law provisions or to constructive presumptions favoring either party.

Section 16.07. Force Majeure. Neither Party shall be in breach of this Agreement to the extent that any delay or default in performance is due to causes beyond the reasonable control of the delayed or defaulting Party; provided, that the delayed or defaulting Party shall immediately notify the other Party of the event, an estimate of the duration of the event, and the delaying or defaulting Party's plan to mitigate the effects of the delay or default.

Section 16.08. Successors and Assigns. Neither this Agreement nor any of its rights or privileges shall be sold, assigned, transferred, shared, or encumbered, by operation of law or otherwise, without the prior written consent of the affected (non-assigning) party.



Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 16.09. Publicity. Client agrees to act as a reference for CI with respect to the Services upon CI's reasonable request. CI may issue press releases or identify Client in marketing materials, including the start and termination of the Agreement, provided that all references to Client are fair, accurate and not misleading.

Section 16.10. Corporate Power and Authorization. The parties hereto have full corporate power and authority to execute and deliver this Agreement and to perform their obligations hereunder. The execution, delivery and performance of this Agreement by each party has been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by each party and constitutes the valid and legally binding obligation of Client and CI enforceable in accordance with its terms and conditions.

[signature page to follow]



Accepted and Agreed, as of the Effective Date first written above:

MOTIVATED YOUTH ACADEMY

Signed: _____

Name: _____

Title: _____

CHARTER IMPACT

By _____
David Lueck, Co-CEO



EXHIBIT A

SCOPE OF WORK: BUSINESS MANAGEMENT SERVICES

1. IMPLEMENTATION AND TRAINING

- a. Create a customized accounting database based specifically on the school's reporting needs (both internal and external)
- b. Import historical data to the extent possible (typically monthly balances as far back as data is available) to allow for maximum comparability of financial information
- c. Review existing contracts for terms, requirements and school responsibilities
- d. Create, refine or replace existing processes and procedures to increase efficiency and improve the strength of internal controls
- e. Provide training in specific processes and procedures including to school site staff including: accounts payable, accounts receivable/deposits, petty cash accounts, student stores, payroll, etc.
- f. Provide training to new and/or existing board members on:
 - i. Charter school funding - including drivers, calculations, restrictions and cash flow timing,
 - ii. Reading and interpreting financial reports, and
 - iii. Internal controls and the board's responsibility for oversight and maintenance

2. ACCOUNTS PAYABLE PROCESSING

- a. Review all invoices sent to Charter Impact for proper approval and coding
 - i. Any discrepancies will be reported to the Client within three business days of CI becoming aware of the discrepancy. CI is not responsible for communicating any information to Client vendors. The fees described in Section 3.01 are based upon Client cooperation and compliance with CI processes and procedures. Time incurred to process payments outside of the pre-established timeline is subject to additional fees as described in Section 8.04 above.
- b. Enter invoices for each reporting entity, process check payments, and send checks directly to vendors to reduce turn-around time
- c. Provide weekly check registers, accounts payable aging reports, vendor payment history or other ad hoc reports on a recurring or as needed basis
- d. On an emergency basis, same day payments can be processed in addition to the weekly cycle (*additional processing fees apply).
- e. Complete 1099s for all independent contractors.
 - i. It is the Client's sole responsibility to obtain and submit to CI the IRS Form W-9 for all vendors. Client acknowledges that CI is not responsible for processing of Form 1099 for any vendor for which CI has not received a Form W-9 or for any vendor that has not been paid through CI's vendor payment process.



3. ACCOUNTS RECEIVABLE PROCESSING

- a. Monitor the receipt of State approved ADA funding amounts and verify balances paid are correct
- b. Work directly with governmental agencies to resolve any issues or discrepancies identified
- c. Review all donor letters and grant agreements for proper coding and revenue recognition in accordance with GAAP
- d. Maintain independent records, as necessary, for both public and private sources to ensure accurate reporting and compliance

4. BANK RECONCILIATION AND GENERAL LEDGER MAINTENANCE

- a. Reconcile all bank accounts on a weekly basis for a heightened level of security and monitoring
- b. Maintain general ledger in accordance with GAAP on an ongoing basis, ensuring all revenues and expenses are recorded and reported accurately
- c. Maintain an inventory of fixed assets over the school-designated capitalization threshold and calculate depreciation on a monthly basis

5. CASH MANAGEMENT

- a. On a weekly basis, use reconciled bank balance to project daily cash balances for 30 days (for analysis of cash for any period of time over 30 days, the monthly forecast will be utilized)
- b. On a weekly basis, provide schools with amount of cash available for accounts payable or other discretionary spending while ensuring sufficient funds for regularly recurring transactions such as payroll, taxes, rent, insurance, etc.
- c. Plan and manage payment of outstanding debt as needed
- d. Prepare all financial reporting necessary for renewal of loans or lines of credit
- e. Present line of credit status to board and obtain board resolutions as needed
- f. Monitor compliance with all debt covenants as a part of the ongoing budgeting and forecasting process
- g. Analyze future cash flow and determine whether schools need to make adjustments to spending or seek other funding options.

6. MONTHLY FINANCIAL REPORTING

- a. Provide a monthly reporting package by the 20th day of the following month, assuming all necessary data is received from the school site on a timely basis, to ensure management has the necessary information to make sound business decisions
- b. Create financial reporting package based on customized business segments. This includes budgets and forecasts as well.
- c. Offer a menu of report options for the monthly financial reports including, but not limited to:
 - i. Monthly summary by financial section with bulleted highlights for presentation purposes
 - ii. Monthly Cash Flow Forecast and comparison to approved budget
 - iii. Budget vs. Actual Report (both current month and year-to-date)



- iv. Schedule of Revenue and Expenses by Period
- v. Comparative Statement of Financial Position
- vi. Combining/Consolidating Statements of Activities and Financial Position
- vii. Statement of Cash Flows (both current month and year-to-date)
- viii. Accounts Payable/Receivable Aging
- ix. Check Register(s)
- x. General Ledger Detail
- xi. Other customized reports as requested by the school, executive team or board
- d. On a monthly basis, review and present the financial package with the school staff and/or board members to assess the current fiscal condition of the school
- e. Provide access to the accounting database via a VPN connection allowing school staff to run reports and see real-time data as it exists in the system
- f. On an as needed basis, provide or present financial information or training to lenders, board members, community members, parents or other external parties as requested by the school.

7. COMPLIANCE AND GRANT REPORTING

- a. Support school with LCAP development, including preparation of the budget, ensuring adherence to Supplemental and Concentration funding requirements and integrating the LCAP budget into the overall school operating budget
- b. Assist the school with grant applications including the development of grant-specific budgets as well as school long-term projections
- c. In the event that new funding programs become available, funding program elements and pricing will be revised if the Client wishes CI to pursue such funding. These applications will be subject to the timelines and conditions of the funding programs and will be the primary responsibility of the Client.
- d. Track all restricted revenues (both public and private) to ensure compliance with governmental and donor-required restrictions
- e. Provide financial information and reporting to governmental entities, donors, and other supporting organizations for grant compliance

8. CHARTER AUTHORIZER SUPPORT

- a. Support the school with all financial and business communications with the charter authorizer. This includes, but is not limited to: Prepare regular financial reporting (budget and interims)
- b. Provide ad hoc financial documents and reports as requested
- c. Partner with school leaders to meet with authorizer staff to discuss fiscal health and outlook of the school
- d. Assist in the renewal process by preparing and/or reviewing fiscal narratives, preparing the required forecasts and cash flow projections, and calculating the LCFF with assumptions.



9. ANNUAL BUDGET CREATION AND REVISIONS

- a. Work with school staff on an annual basis to create a 5-year budget and cash flow projection on an annual basis to ensure proper future planning
- b. Provide a monthly budget and cash flow report to monitor the cash balance and protect against the gap caused by revenue and expenditure seasonality
- c. Revise the annual forecasts on an as-needed basis (but at least monthly) to provide school staff and board members with accurate year-end projections and the information necessary in a constantly changing environment

10. AUDIT PREPARATION AND OVERSIGHT WITH AUTHORIZERS

- a. Maintain electronic records of all transaction support
- b. Work directly with the independent auditors to provide information, thereby reducing client time commitment and audit fees
- c. Participate in, and support all oversight reviews from charter authorizers and governmental agencies to improve outcomes

11. TAX PREPARATION AND SUPPORT

- a. Prepare and electronically submit Form 1096 (summary of all 1099 forms) to the IRS for all required vendors and service providers
- b. Prepare and report sales and use tax returns
- c. Provide any and all information necessary for the preparation and submission of Form 990. *Payroll tax reporting is included in the payroll processing Exhibit B below.*

12. STRATEGIC PLANNING

- a. Work with school management and the Board of Directors to develop long-term strategies to ensure the school's prosperity
- b. Provide second opinions and act as sounding board for school management and the Board on business and financial matters



EXHIBIT B

SCOPE OF WORK: PAYROLL SERVICES

1. PAYROLL PROCESSING

- a. Provide support and assistance with the creation of internal processes and procedures, forms, and tracking systems
- b. Provide minimum wage guidance and support for compliance with state labor laws
- c. Assist in the development of a payroll schedule that is compliant with state labor laws and consistent with employee contracts
- d. Research staff with CalSTRS and CalPERS to ensure proper membership is established based on retirement regulations
- e. Ensure proper STRS & PERS forms are provided to staff when applicable
- f. Complete the new hire setup and existing staff setup in the payroll system
- g. Create and assign employee earning, deduction, and benefit codes to be in compliance with retirement and tax regulations
- h. Ensure all timesheets within the payroll system have been approved by managers for processing
- i. Assist with paid time off audits and make corrections in the payroll system
- j. Assist with Benefit audits to ensure correct medical deductions are being taken
- k. Assist with Verification of Employment paperwork
- l. Process payroll, and supplemental payroll runs as needed for:
 - (1) Involuntary terminations
 - (2) Voluntary termination without notice
 - (3) Scheduled bonuses/stipends
 - (4) Additional unscheduled/emergency payroll runs
- m. Oversee garnishments are handled and paid by the payroll system
- n. Ensure that all other retirement deductions such as 403b, 457, 401a, etc. are processed and submitted to the third-party administrator in compliance with state and federal laws
- o. Review payroll taxes processed and paid by the payroll system
- p. Review quarterly tax returns for all agencies
 - i. Federal 941
 - ii. State DE9 & DE9C
- q. Oversee year end W-2 and W-3 process
- r. Provide payroll processing reports as needed
- s. Assist with general payroll related questions
- t. Work with the payroll provider to setup the coding to track expenses related to restricted grants, LCAP, multiple school sites, etc.
- u. Work directly with the payroll provider to create a payroll journal entry to record detailed payroll expenses

2. RETIREMENT REPORTING

- a. Process and submit monthly STRS and PERS reports to the third-party administrator or directly to CalSTRS and CalPERS
- b. Submit payment via ACH or live check within the timeframe as requested



- a. Work directly with the County Office of Education and CalSTRS/CalPERS related to questions and required supplemental reporting such as:
 - i. F496 files to SEW (if applicable)
 - ii. Newly elected or mandatory qualified members into the CalSTRS and CalPERS websites
 - iii. Ensuring the proper forms are completed and distributed such as the Permissive Election ES350 form
 - iv. Entering corrections from payroll to CalSTRS/CalPERS and sending corrections to payroll as needed
- b. Provide ongoing updates to Client administrative staff regarding:
 - i. Processes and procedures related to retirement programs
 - ii. Changes to eligibility and classification
 - iii. Compensation limits
 - iv. Rate changes
- c. Monitor and manage CalSTRS and CROWE audits
 - *Additional support for audit findings or historical corrections prior to current fiscal year would be billed separately on an hourly basis.*
- c. Manage internal retirement audits, corrections, and reconciliations



EXHIBIT C

SCOPE OF WORK: STUDENT DATA SERVICES

1. CALPADS REPORTING

- a. Reconcile all attendance data on a monthly basis
- b. CALPADS Fall 1 Data submission, including SSID Enrollment, Student Information Record, English Learner Program Record and Student Program Records
- c. CALPADS Fall 2 Data submission, including Staff Assignment, Staff Demographics, Course Section and Student Course Section
- d. CALPADS EOY 1-3 submission, including Student Discipline, Student Waiver, Student CTE and Student Absence
- e. Maintain monthly enrollment synchronization with CALPADS and SIS retrieval
- f. Report CALPADS anomalies to school management
- g. Report development, including transcripts, report cards and custom reports

2. ATTENDANCE TRACKING AND REPORTING

- a. Monthly attendance reconciliation
- b. Independent Studies setup
- c. Revised monthly submission
- d. Attendance audit report tracking
- e. Monthly ADA calculation
- f. Prepare Monthly, P-1, P-2 and Annual attendance reports from school-provided records, and submit to the chartering agency
- g. Attendance alerts
- h. Report all requisite attendance data to the charter authorizer and State agencies

3. STUDENT INFORMATION SYSTEM (SIS) SUPPORT

- a. Conduct multiple trainings for various school staff as needed:
 - i. Initial product training, including but not limited to system navigation, student and staff account management, student scheduling task management, and import and export of data and reports
 - ii. Client Counselor and Registrar/Office Manager trainings on system components, including but not limited to entering and managing historical grades, graduation progress tracking, student demographic data entry (including state required fields), parent/emergency contact data entry, and data quality checks to run student data audits/exception reports to identify missing data.
 - iii. SIS trainings as needed for school staff on entering attendance, attendance changes, and running attendance reports, working with attendance data grid, truancy reports/letters, and attendance audits.
 - iv. PowerLunch, Admin and PowerTeacherPro trainings
- b. System Setup Assist with Beginning of Year and End of Year tasks such as:
 - i. importing student records, create years/terms, final grade setup, create sections, etc.



- ii. Configure bell schedules and calendars that mirror regular, minimum and assembly day bell schedules
- iii. Configure adequate attendance, incident, entry and exit codes that capture data at a desired level of granularity
- iv. Track student activities such as: Independent Studies, Basketball team, academic decathlon, etc.
- v. Setup teacher grading environment via grade scales, assignment categories, standards, teacher comments, etc.
- vi. Perform System Administrative tasks such as integration with 3rd party software providers, maintain security groups and new school setup.

4. DATA AND ANALYSIS

- a. Generate standard reports based on available data in support of multiyear and subgroup analysis of CAASPP, English Learner, graduation rates, suspension rates, college/career readiness and chronic absenteeism data
- b. Perform ongoing data validation to find and flag missing or incorrect data for correction purposes
- c. Correlation analysis to validate or invalidate assumptions or expected academic achievement impact
- d. Generate grade distribution report by section, teacher and/or course names
- e. Produce English Learner reclassification candidate list based on available data and school criteria
- f. Benchmark data analysis in support of identifying reteaching opportunities
- g. Create perfect attendance, at-risk of chronic absenteeism, attendance rates by subgroups reports



EXHIBIT D HOURLY RATES

Level	Rate
Clerk	\$100.00
Staff	\$150.00
Senior	\$175.00
Director	\$200.00
Executive	\$250.00

Coversheet

2023-2024 School Accountability Report Card (SARC) Presentation and Report

Section:	XIII. Education/Student Services
Item:	A. 2023-2024 School Accountability Report Card (SARC) Presentation and Report
Purpose:	Vote
Submitted by:	
Related Material:	MYA SARC Presentation 2025.01.09.pdf MYA SARC Report 2025.01.09.pdf

BACKGROUND:

The purpose of this report is to provide the Board of Directors with a comprehensive overview of Motivated Youth Academy's (MYA) performance and accountability during the 2023-2024 school year, as outlined in the School Accountability Report Card (SARC). The document includes key data and insights related to student enrollment, academic outcomes, teacher qualifications, parental engagement, and school climate. It highlights achievements such as 100% fully credentialed teachers, sustained high participation in state assessments, and the implementation of equity-focused instruction, while also addressing areas for growth and continued improvement. This report ensures compliance with state regulations and serves as a critical tool for transparent communication with stakeholders about the school's progress and goals.

RECOMMENDATION:

It is recommended the Board approve the 2023-2024 School Accountability Report Card (SARC) for Motivated Youth Academy (#1628).

Fiscal Impact: None.

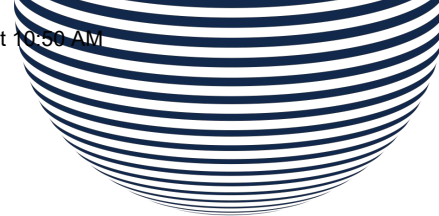


Motivated Youth Academy's School Accountability Report Card (SARC)



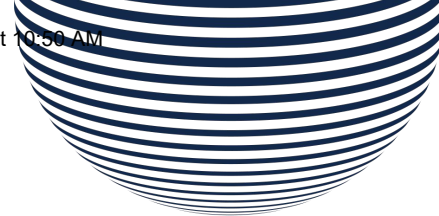
January 2025

SARC Timeline



Mid Nov	Dec/Jan	Feb 1, 2025
SARC Updates My Academy updates SARC narratives and data with information from the previous year.	Review Data State releases data accumulated via CalPads, CTC and State Testing to populate the SARC. Approval of SARC documented by Board	SARC Posted My Academy posts the SARC to the CDE web application by deadline.

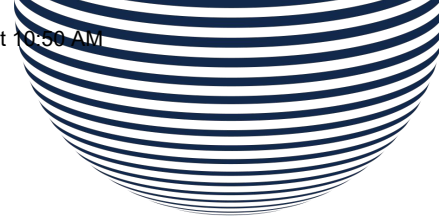




MY Academy SARC Highlights

- 100% fully credentialed teachers
- No teacher misassignments
- Enrollment continues to increase
- Opportunities for educational partner input
- Equity based instruction for all students
- Maintained 95% participation for CAASPP state testing
- Maintained participation rate for Physical Fitness Test (PFT)
- 0% Suspension and 0% Expulsion Rates





Questions?

*MY Academy- Celebrating the
small things each day.*



Motivated Youth Academy

2023-2024 School Accountability Report Card

(Published During the 2024-2025 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

A hard copy of the School Accountability Report Card is available at your School Office, upon request.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

Admission Requirements for the University of California (UC)

Admission requirements for the UC follow guidelines set forth in the Master Plan, which requires that the top one-eighth of the state's high school graduates, as well as those transfer students who have successfully completed specified college course work, be eligible for admission to the UC. These requirements are designed to ensure that all eligible students are adequately prepared for University-level work. For general admissions requirements, please visit the UC Admissions Information website at <https://admission.universityofcalifornia.edu/>.

Admission Requirements for the California State University (CSU)

Eligibility for admission to the CSU is determined by three factors: (1) Specific high school courses, (2) Grades in specified courses and test scores, and (3) Graduation from high school. Some campuses have higher standards for particular majors or students who live outside the local campus area. Because of the number of students who apply, a few campuses have higher standards (supplementary admission criteria) for all applicants. Most CSU campuses have local admission guarantee policies for students who graduate or transfer from high schools and colleges that are historically served by a CSU campus in that region. For admission, application, and fee information, see the CSU website at <https://www2.calstate.edu/>.

2024-25 School Contact Information

School Name	Motivated Youth Academy
Street	500 La Terraza Blvd, Suite 150
City, State, Zip	Escondido, CA 92025
Phone Number	(619) 343-2048
Principal	William B. Dobson
Email Address	bdobson@myacademy.org
School Website	https://www.myacademy.org/
Grade Span	
County-District-School (CDS) Code	37-68213-0129668

2024-25 District Contact Information

District Name	Motivated Youth Academy
Phone Number	(619) 343-2048
Superintendent	William B. Dobson
Email Address	bdobson@myacademy.org
District Website	https://www.myacademy.org/

2024-25 School Description and Mission Statement**Mission Statement**

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

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

2024-25 School Description and Mission Statement

century.

The Core Values at MY Academy are:

All Are Welcome.

Everyone has a seat at our school. You belong here. We want to learn from as many diverse backgrounds as possible. Come learn alongside us, and be a part of our school family.

We Celebrate The Small Things.

We love the journey. We honor all growth and development, big and small. We believe in academic excellence for all students, and the many paths that excellence can take. We commit to celebrating with you!

We Choose Hope.

We choose to believe the best in each student. Hope is a state of confident expectation. We want to come alongside each family and plan with them for what is to come.

We Are Servant Leaders.

We care about who you are and what you value. We are here for you. We commit to serving our students and our families.

Feedback Is Critical.

We want to hear your thoughts. We want to be better for you. In fact, we want to be the best for you. We believe that to be the best we need feedback and to hear the voices of our students, families, and the community.

We Pursue Gratitude.

We believe that if you look for reasons to be grateful you will find them. Finding gratefulness will lead to more JOY and student success. We commit to choosing gratitude daily. We are grateful you are here and grateful for the opportunity to partner in your educational journey.

About this School

2023-24 Student Enrollment by Grade Level

Grade Level	Number of Students
Grade 6	2
Grade 7	12
Grade 8	26
Grade 9	48
Grade 10	37
Grade 11	40
Grade 12	47
Total Enrollment	212

2023-24 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	49.1
Male	50.9
American Indian or Alaska Native	7.1
Asian	0.5
Black or African American	5.7
Filipino	0.9
Hispanic or Latino	54.2
Two or More Races	8
White	23.1
English Learners	10.4
Foster Youth	0.9
Homeless	17.5
Socioeconomically Disadvantaged	75.5
Students with Disabilities	21.2

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	1.20	17.77	131.90	60.46	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	0.70	0.34	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	11.50	5.27	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	5.70	82.09	54.10	24.82	12115.80	4.41
Unknown/Incomplete/NA	0.00	0.00	19.80	9.10	18854.30	6.86
Total Teaching Positions	6.90	100.00	218.20	100.00	274759.10	100.00

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	0.80	13.50	135.90	58.44	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	1.90	0.86	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	10.60	4.59	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	4.40	74.33	64.70	27.82	11953.10	4.28
Unknown/Incomplete/NA	0.70	12.00	19.20	8.28	15831.90	5.67
Total Teaching Positions	6.00	100.00	232.60	100.00	279044.80	100.00

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2022-23 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	1.80	19.38	149.20	61.38	231142.40	100.00
Intern Credential Holders Properly Assigned	0.10	1.33	2.80	1.18	5566.40	2.00
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	11.80	4.88	14938.30	5.38
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	7.50	77.44	64.70	26.64	11746.90	4.23
Unknown/Incomplete/NA	0.10	1.64	14.30	5.92	14303.80	5.15
Total Teaching Positions	9.70	100.00	243.10	100.00	277698	100

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22	2022-23
Permits and Waivers	0.00	0.00	0
Misassignments	0.00	0.00	0
Vacant Positions	0.00	0.00	0
Total Teachers Without Credentials and	0.00	0.00	0

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22	2022-23
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00	0
Local Assignment Options	5.70	4.40	7.5
Total Out-of-Field Teachers	5.70	4.40	7.5

Class Assignments

Indicator	2020-21	2021-22	2022-23
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0.00	0	0
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.00	0	0

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2024-25 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Motivated Youth Academy is a Non-Classroom-Based Charter School offering traditional Independent Study. MYA's learning environment is an Enriched Virtual Model of Blended Learning in which students get the flexibility of virtual learning combined with personalized 1:1 support from a credentialed teacher. MYA utilizes a blend of online curriculum and teacher-created curricula to ensure students' individual needs are met.

The base curriculum at Motivated Youth Academy is provided through Edmentum Courseware for students in grades 6-12. Edmentum Courseware is A-G approved and aligned with Common Core Standards. Additional curriculum resources include Ed Options Academy, Exact Path, Thrively, and Pathful Connect. All curricula resources are board-approved.

Year and month in which the data were collected

November 2024

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Edmentum Courseware, Ed Options Academy, Exact Path, Thrively, Pathful Connect, eDynamic Learning	Yes	0%
Mathematics	Edmentum Courseware, Ed Options Academy, Exact Path, Thrively, Pathful Connect, eDynamic Learning	Yes	0%
Science	Edmentum Courseware, Ed Options Academy, Exact Path, Thrively, Pathful Connect, eDynamic Learning	Yes	0%
History-Social Science	Edmentum Courseware, Ed Options Academy, Exact Path, Thrively, Pathful Connect, eDynamic Learning	Yes	0%
Foreign Language	Edmentum Courseware, Ed Options Academy, Exact Path, Thrively, Pathful Connect, eDynamic Learning	Yes	0%
Health	Edmentum Courseware, Ed Options Academy, Exact Path, Thrively, Pathful Connect, eDynamic Learning	Yes	0%
Visual and Performing Arts	Edmentum Courseware, Ed Options Academy, Exact Path, Thrively, Pathful Connect, eDynamic Learning	Yes	0%
Science Laboratory Equipment (grades 9-12)	N/A	N/A	0%

Note: Cells with N/A values do not require data.

School Facility Conditions and Planned Improvements

Motivated Youth Academy Charter School is a Non-Classroom Based Charter School. Therefore, the administrative office is the only facility. No student meetings occur at the schools administrative office.

Year and month of the most recent FIT report

N/A

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer				N/A
Interior: Interior Surfaces				N/A
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation				N/A
Electrical				N/A
Restrooms/Fountains: Restrooms, Sinks/ Fountains				N/A
Safety: Fire Safety, Hazardous Materials				N/A
Structural: Structural Damage, Roofs				N/A
External: Playground/School Grounds, Windows/ Doors/Gates/Fences				N/A

Overall Facility Rate

Exemplary	Good	Fair	Poor
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B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2022-23	School 2023-24	District 2022-23	District 2023-24	State 2022-23	State 2023-24
English Language Arts/Literacy (grades 3-8 and 11)	35	22	40	38	46	47
Mathematics (grades 3-8 and 11)	11	8	25	26	34	35

2023-24 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	119	112	94.12	5.88	22.43
Female	46	46	100.00	0.00	22.73
Male	72	65	90.28	9.72	20.97
American Indian or Alaska Native	14	14	100.00	0.00	14.29
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	56	54	96.43	3.57	11.76
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	12	9	75.00	25.00	--
White	28	26	92.86	7.14	41.67
English Learners	--	--	--	--	--
Foster Youth	--	--	--	--	--
Homeless	18	17	94.44	5.56	7.14
Military	0	0	0	0	0
Socioeconomically Disadvantaged	83	77	92.77	7.23	15.28
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	25	21	84.00	16.00	4.76

2023-24 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	119	111	93.28	6.72	7.84
Female	46	45	97.83	2.17	7.50
Male	72	65	90.28	9.72	8.20
American Indian or Alaska Native	14	14	100.00	0.00	7.14
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	56	53	94.64	5.36	4.17
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	12	9	75.00	25.00	--
White	28	26	92.86	7.14	8.33
English Learners	--	--	--	--	--
Foster Youth	--	--	--	--	--
Homeless	18	16	88.89	11.11	7.69
Military	0	0	0	0	0
Socioeconomically Disadvantaged	83	76	91.57	8.43	5.88
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	25	21	84.00	16.00	5.00

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2022-23	School 2023-24	District 2022-23	District 2023-24	State 2022-23	State 2023-24
Science (grades 5, 8 and high school)	20.24	16.00	15.00	13.36	30.29	30.73

2023-24 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	113	103	91.15	8.85	15.84
Female	57	53	92.98	7.02	15.09
Male	56	50	89.29	10.71	16.67
American Indian or Alaska Native	--	--	--	--	--
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	63	57	90.48	9.52	5.36
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	12	11	91.67	8.33	45.45
White	22	20	90.91	9.09	21.05
English Learners	11	10	90.91	9.09	--
Foster Youth	--	--	--	--	--
Homeless	15	14	93.33	6.67	0.00
Military	--	--	--	--	--
Socioeconomically Disadvantaged	64	56	87.50	12.50	7.41
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	20	17	85.00	15.00	5.88

2023-24 Career Technical Education Programs

Career Technical Education opportunities are available to prepare students for the 21st-century workforce and global competencies; and, opportunities for high school/young adults to connect with community resources and agencies. Courses are delivered using eDynamic Learning, Edmentum Courseware, Thrively, and Pathful Connect curricula.

Motivated Youth Academy Charter School offers introductory, accelerator, and capstone CTE courses through a partnership with eDynamic Learning.

2023-24 Career Technical Education (CTE) Participation

Measure	CTE Program Participation
Number of Pupils Participating in CTE	43
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	0%
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	

Course Enrollment/Completion

This table displays the course enrollment/completion of University of California (UC) and/or California State University (CSU) admission requirements.

UC/CSU Course Measure	Percent
2023-24 Pupils Enrolled in Courses Required for UC/CSU Admission	23.35
2022-23 Graduates Who Completed All Courses Required for UC/CSU Admission	6.24

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2023-24 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 7	59%	59%	59%	59%	64%
Grade 9	41%	41%	39%	41%	39%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2024-25 Opportunities for Parental Involvement

To ensure parents have the opportunity to provide input, communication of the following meetings are shared through a variety of platforms, including the school website, school newsletters, school social media and teacher meetings. In addition, all

2024-25 Opportunities for Parental Involvement

Educational Partners are encouraged to attend public board meetings, Educational Partner Advisory Committee (EPAC) meetings, School Site Council (SSC) meetings. Invitations are sent through the Teacher of Record, school newsletters and social media platforms. MYA sends multiple reminders, and agendas are posted in advance. Meeting agendas and minutes are posted on the website under the Board Governance heading. Public Board Meetings are held in person and available synchronously online. All other meetings are held through Zoom and are accessible by online devices.

Support and collaboration with the Assistant Director and Instructional Assistant occurs weekly on Tuesdays at 1:00 p.m.

SPSA/LCAP Input Survey 11/18/24 - 12/13/24

Educational Partner Advisory Committee Input Meeting: 11/21/24

SPSA Staff Meeting: 1/21/25

SSC SPSA input, review, and approval of SPSA: 11/21/24

School Board Meeting to review and approve the SPSA: 12/12/24

Support with the alignment of the Title I plan, the SPSA and the LCAP is provided by the Director, Assistant Director and Instructional Assistant, on Tuesdays at 1:00 p.m.

C. Engagement

State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school Dropout Rates;
- High school Graduation Rates; and
- Chronic Absenteeism

Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2021-22	School 2022-23	School 2023-24	District 2021-22	District 2022-23	District 2023-24	State 2021-22	State 2022-23	State 2023-24
Dropout Rate	42.2	6.9	13.9	17.8	8.1	10.2	7.8	8.2	8.9
Graduation Rate	39.1	41.4	56.9	76.7	77.0	79.5	87	86.2	86.4

2023-24 Graduation Rate by Student Group (Four-Year Cohort Rate)

This table displays the 2023-24 graduation rate by student group. For information on the Four-Year Adjusted Cohort Graduation Rate (ACGR), visit the CDE Adjusted Cohort Graduation Rate web page at www.cde.ca.gov/ds/ad/acgrinfo.asp.

Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
All Students	72	41	56.9
Female	37	25	67.6
Male	35	16	45.7
Non-Binary			
American Indian or Alaska Native	--	--	--
Asian	--	--	--
Black or African American	--	--	--
Filipino	--	--	--
Hispanic or Latino	38	20	52.6
Native Hawaiian or Pacific Islander	--	--	--
Two or More Races	--	--	--
White	16	11	68.8
English Learners	--	--	--
Foster Youth	--	--	--
Homeless	19	9	47.4
Socioeconomically Disadvantaged	62	35	56.5
Students Receiving Migrant Education Services	0.0	0.0	0.0
Students with Disabilities	18	7	38.9

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

2023-24 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	342	322	48	14.9
Female	166	155	23	14.8
Male	175	166	25	15.1
Non-Binary	--	--	--	--
American Indian or Alaska Native	24	24	3	12.5
Asian	--	--	--	--
Black or African American	18	16	4	25.0
Filipino	--	--	--	--
Hispanic or Latino	182	175	22	12.6
Native Hawaiian or Pacific Islander	--	--	--	--
Two or More Races	26	25	7	28.0
White	79	72	11	15.3
English Learners	36	33	6	18.2
Foster Youth	--	--	--	--
Homeless	62	61	15	24.6
Socioeconomically Disadvantaged	247	234	36	15.4
Students Receiving Migrant Education Services	--	--	--	--
Students with Disabilities	81	74	19	25.7

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2021-22	School 2022-23	School 2023-24	District 2021-22	District 2022-23	District 2023-24	State 2021-22	State 2022-23	State 2023-24
Suspensions	0.00	0.00	0	1.37	1.84	2.55	3.17	3.60	3.28
Expulsions	0.00	0.00	0	0.00	0.00	0.00	0.07	0.08	0.07

2023-24 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.00	0.00
Female	0.00	0.00
Male	0.00	0.00
Non-Binary		
American Indian or Alaska Native	0.00	0.00
Asian	0.00	0.00
Black or African American	0.00	0.00
Filipino	0.00	0.00
Hispanic or Latino	0.00	0.00
Native Hawaiian or Pacific Islander	0.00	0.00
Two or More Races	0.00	0.00
White	0.00	0.00
English Learners	0.00	0.00
Foster Youth	0.00	0.00
Homeless	0.00	0.00
Socioeconomically Disadvantaged	0.00	0.00
Students Receiving Migrant Education Services	0.00	0.00
Students with Disabilities	0.00	0.00

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

2024-25 School Safety Plan

The purpose of the CSSP is to provide specific guidelines and procedures:

For all school personnel to use in responding to emergency situations and to ensure that school personnel will be prepared to respond to any disaster or emergency in an orderly and effective manner.

For developing supplementary plans.

For emergency response training for all employees and students.

For the equipment and supplies to have available prior to a disaster as applicable.

MYA is a Non-Classroom Based Independent Study program. MYA does not own or lease facilities. Organized school activities occur at mutually agreed upon public locations. In the event that students are in the care of MYA staff in an official school activity during any disaster (including earthquakes, fire, natural disaster, harmful threat, etc.), school personnel will follow the established safety protocol and procedures of the facility in use.

If an MYA staff member becomes involved in an emergency, after ensuring their own safety and the safety of others, including MYA students in their charge, the MYA staff member will contact the Interim Director, or their designee to inform them of the situation. This information should include the following:

The name(s) of MYA staff involved

The name(s) of MYA students involved

The location of the incident

The agency and name of the person in charge

Provide a brief description of the event.

*All MYA staff will be trained annually on disaster procedures.

2024-25 School Safety Plan

The MYA disaster plan has been prepared in compliance with California Administrative Code Title 5, Education Code Section 32282 and the California Government Code 8607 California Standardized Emergency Management System (SEMS). Section 8607 of the California Government Code requires that state and local governments including special districts (i.e., schools) be prepared to respond to emergencies using the SEMS. SEMS must also be used for school planning and training.

Revised and Approved by Board of Directors
February 8, 2024

Reviewed
MYA Staff August 26, 2024
SSC November 21, 2024
EPAC November 21, 2024

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
1	1	5		
4	1	5		
5	2	16		
6	2	30		

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
5	1	5		
6	2	31		

2023-24 Elementary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
6	1	10		

2021-22 Secondary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	2	74		
Mathematics	2	51		
Science	2	46		
Social Science	2	64		

2022-23 Secondary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	2	82		
Mathematics	2	65		
Science	2	58		
Social Science	2	81		

2023-24 Secondary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	2	117		
Mathematics	2	78		
Science	2	75		
Social Science	2	118		

2023-24 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	1:212

2023-24 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	.5
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	1.6

Fiscal Year 2022-23 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2022-23 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$12,388	\$2,433	\$9,955	\$69,820
District	N/A	N/A	\$	\$73,048
Percent Difference - School Site and District	N/A	N/A		-4.5
State	N/A	N/A	\$10,771	\$87,655
Percent Difference - School Site and State	N/A	N/A	-7.9	-22.7

Fiscal Year 2023-24 Types of Services Funded

The school counselor was one of the architects of MYA's efforts to improve the monitoring of at-risk students so early warning indicators would be identified. The process developed was comprehensive and included assigning an administrative professional whose duties included the maintenance of student records, grades, and transfer information and a school counselor to provide an ongoing review of this information and share it with MYA staff supporting individual student success.

Fiscal Year 2023-24 Types of Services Funded

This process led to a recommendation to purchase Thrively, a strengths-based learning platform that helps develop a thriving student. Thrively has enabled MYA Teachers and Staff to guide students as they embark on a strengths-based journey that develops the whole child. The learner-centered platform offers personalized learning through an interdisciplinary approach that bridges the learning gap, develops student agency, and enables learners to acquire 21st-Century skills for success.

The expanded roles of two Student Success Coordinators reinforced MY Academy as a critical hub for connecting students and families with their community. Food resources, housing, health services, social-emotional services, and employment services were among the many wrap-around community resources the MY Academy staff, including the Assistant Director, School Counselor, Student Success Coordinators and teachers, connected students and families with.

The school counselor began to develop a comprehensive College and Career readiness program including increasing CTE opportunities and connecting students to community resources and agencies. A process for student postgraduate success is being built into each student's personalized Motivated Youth Personal Learning Adventure Now (MY PLAN). Each individual MY PLAN included additional data to ensure all students, including the unduplicated, were progressing toward and on track to graduate. The impact of assigning the school counselor to monitor students was significant. Analyzing student data, identifying students who were struggling in courses, missing school, and exhibiting signs of falling off track, allowed the MYA staff to collaborate in creating individualized interventions which resulted in students getting back on track.

Fiscal Year 2022-23 Teacher and Administrative Salaries

This table displays the 2022-23 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$52,114	\$54,930
Mid-Range Teacher Salary	\$66,544	\$85,386
Highest Teacher Salary	\$102,822	\$111,172
Average Principal Salary (Elementary)	\$128,627	\$136,564
Average Principal Salary (Middle)	\$145,406	\$141,339
Average Principal Salary (High)	\$142,949	\$153,241
Superintendent Salary	\$172,224	\$224,537
Percent of Budget for Teacher Salaries	27%	29%
Percent of Budget for Administrative Salaries	3%	6%

2023-24 Advanced Placement (AP) Courses

This table displays the percent of student in AP courses at this school.

Percent of Students in AP Courses	0.6
--	-----

This table displays the number of AP courses offered at this school where there are student course enrollments of at least one student.

Subject	Number of AP Courses Offered
Computer Science	0
English	1
Fine and Performing Arts	0
Foreign Language	0
Mathematics	0
Science	0
Social Science	0
Total AP Courses Offered Where there are student course enrollments of at least one student.	1

Professional Development

Teachers are provided with Professional Development growth opportunities throughout the school year. During MYA's annual school year Kickoff Week, all staff participates in twenty hours of professional development. In addition, one hour of professional development is provided at each of the ten monthly staff meetings. Professional Development ensures that all staff are current with research-based best practices and kept up to date on district, county, state, and federal requirements.

Annual virtual trainings required of all employees include Mandated Reporter: Child Abuse and Neglect, Youth Suicide: Awareness, Prevention and Postvention, Bullying Recognition & Prevention Training, Sexual Harassment Prevention, Active Shooter, Bloodborne Pathogen Exposure Prevention, and Medication Administration: Epinephrine Auto-Injectors.

During Kickoff Week, trainings covered Thinking Radically Outside the Box and the Continuation of Radical Dreaming with Dr. Jamila Dugan, Clever Training, The Study of Ikigai or Channeling Student Passion, Engaging Every Student Through Collaboration, Fentanyl Crisis Awareness Education, CPR, Epi-pen and Narcan Training, Using the Contact Manager, and implementing new technology resources.

Throughout the school year Professional Development is delivered for one hour at monthly Learning Period meetings. Topics focus on contemporary Social- Emotional-Related fields including Mental Health Resources, Suicide Prevention, Domestic Violence Awareness, and Racial Understanding.

Additional Professional Development is provided in each of MYA's ten Learning Period Assessment and Accountability meetings and ten bi-weekly core subject area instructional workshops for teachers, case managers, and instructional aides to ensure assessment and accountability are embedded into MYA's work.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2022-23	2023-24	2024-25
Number of school days dedicated to Staff Development and Continuous Improvement	20	20	20

Coversheet

Students Without Limits for 3 Month Support Services

Section: XIII. Education/Student Services
Item: B. Students Without Limits for 3 Month Support Services
Purpose: Vote
Submitted by: Bill Dobson

BACKGROUND:

In the event it becomes necessary for Motivated Youth Academy to contract for services currently provided to the school by the School Psychologist/Program Manager, this authorizes the Interim Director, or designee, to contract for services. Any cost would be approved retroactively at a subsequent Board meeting.

RECOMMENDATION:

It is recommended the Board approve the request to contract with Students Without Limits for 3 Month Support Services to fill the role of School Psychologist/Program Manager in the event.

Fiscal Impact: None.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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