



MY Academy

Regular Meeting of the Board of Directors

Published on August 2, 2024 at 10:35 PM PDT

Date and Time

Thursday August 8, 2024 at 7:30 AM PDT

Location

This meeting will be held virtually.

Join Zoom Meeting

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

Meeting ID: 622 448 4724

One tap mobile

+13462487799,,6224484724# US (Houston)

+16694449171,,6224484724# US

Teleconference Locations:

1545 Apache Drive

Chula Vista, CA 91910

1185 Calle Dulce

Chula Vista, CA 91910

1160 Cuyamaca Avenue

Chula Vista, CA 91911

25 Kingston Court E.

Coronado CA 92118

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

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Agenda

	Purpose	Presenter	Time
I. Opening Items			7:30 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			7:32 AM
A. Led by Board President or designee		Board President	1 m

	Purpose	Presenter	Time
III. Land Acknowledgement			7:33 AM
A. Land Acknowledgment		Bill Dobson	1 m
IV. Approve/Adopt Agenda			7:34 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 August 8, 2024.			
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Peter Matz			
Larry Alvarado			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			
V. Approve Minutes			7:35 AM
A. Minutes of the Regular Meeting of the Board of Directors that was held on July 11, 2024	Approve Minutes	Board President	1 m
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Peter Matz			
Larry Alvarado			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			
B. Minutes of the Board of Directors Study Session that was held on July 11, 2024	Approve Minutes	Board President	1 m
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Peter Matz			

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

VI. Correspondence/Proposals/Reports**7:37 AM**

- | | | | | |
|-----------|--|-----|-------------|-----|
| A. | Update Priority 1 Local Indicators 2022–23 Teaching Assignment Monitoring Outcomes (TAMO) by Full-Time Equivalency | FYI | Bill Dobson | 1 m |
|-----------|--|-----|-------------|-----|

The California Department of Education (CDE) recently released the 2022–23 Teaching Assignment Monitoring Outcomes (TAMO) by Full-Time Equivalency data report on DataQuest. Since the 2022–23 TAMO data was unavailable when LEAs were reporting their local indicator data to the governing board/body of the LEA, LEAs must report the 2022–23 TAMO data at the next available meeting of the governing board/body.

- | | | | | |
|-----------|--|-----|-------------|-----|
| B. | Final Copy of 2023-2024 Board Evaluation | FYI | Bill Dobson | 1 m |
|-----------|--|-----|-------------|-----|

This is the finalized version of the Annual Board Evaluation, which was thoroughly reviewed and completed during the Motivated Youth Academy Study Session held on July 11, 2024.

VII. Consent**7:39 AM**

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

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

1. Approval of Subscription for ESET Antivirus and Keeper Password Manager Cybersecurity Software

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

	Purpose	Presenter	Time
	1. Approval of 2024-2025 Memorandum of Understanding (MOU) between KRA Corporation and Motivated Youth Academy (Renewal)		
C.	Consent - Personnel Services		1 m
	1. Approval of Classified Personnel Report		
	2. Approval of Job Description		
D.	Consent - Policy Development	Vote Board President	1 m
	Approval of existing board policies revised, reviewed, and eliminated by staff for the 2024-2025 school year.		

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

6000 Series - Instruction

- 6010 - MYA Independent Study Policy
- 6020 - MYA Education for Homeless Children and Youth Policy
- 6030 - MYA Education for Foster and Mobile Youth 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 _____

VIII. Education/Student Services 7:43 AM

A.	Approval of 2024-2025 Memorandum of Understanding (MOU) between Access Inc, KRA Corporation and Motivated Youth Academy	Vote	Bill Dobson	2 m
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	Purpose	Presenter	Time
<p>It is recommended the Board approve the Memorandum of Understanding (MOU) between KRA, Access Inc. and Motivated Youth Academy (#1628).</p> <p>Fiscal Impact: None</p> <p>Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____</p>			
B.	Approval of 2024-2025 Memorandum of Understanding (MOU) between Southern California American Indian Resource Center, Inc (SCAIR) and Motivated Youth Academy	Vote Bill Dobson	2 m
<p>It is recommended the Board approve the Memorandum of Understanding (MOU) between Southern California American Indian Resource Center, Inc (SCAIR) and Motivated Youth Academy (#1628).</p> <p>Fiscal Impact: None</p> <p>Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____</p>			
IX.	Calendar		
<p>The next scheduled meeting of the Board of Directors will be held on September 12, 2024.</p>			
X.	Comments		7:47 AM
A.	Board Comments	Discuss Board President	3 m
B.	Interim Director and CEO Comments	Discuss Bill Dobson	1 m

	Purpose	Presenter	Time
XI. Closing Items			7:51 AM
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 Acknowledgement
Item:	A. Land Acknowledgment
Purpose:	
Submitted by:	
Related Material:	Land Acknowledgement.pdf

Land Acknowledgement

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

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



Coversheet

Minutes of the Regular Meeting of the Board of Directors that was held on July 11, 2024

Section:	V. Approve Minutes
Item: on July 11, 2024	A. Minutes of the Regular Meeting of the Board of Directors that was held
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Regular Meeting of the Board of Directors on July 11, 2024

APPROVED



MY Academy

Minutes

Regular Meeting of the Board of Directors

Date and Time

Thursday July 11, 2024 at 8:30 AM

Location

This meeting will be held virtually.

Join Zoom Meeting

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

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Coronado CA 92118

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Indio, CA 92203

MISSION STATEMENT

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Directors Present

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

Directors Absent

None

Guests Present

B. Dobson (remote), G. Lenz (remote), M. Jones (remote), Melissa Blitzstein (remote), T. DeJesus (remote)

I. Opening Items

A. Call the Meeting to Order

W. Hall called a meeting of the board of directors of MY Academy to order on Thursday Jul 11, 2024 at 8:30 AM.

B.

Record Attendance

II. Approve/Adopt Agenda

A. July 11, 2024 Board of Directors Regular Board Meeting

M. Humphrey made a motion to adopt the agenda of the July 11, 2024 Board of Directors Regular Board Meeting.

L. Alvarado seconded the motion.

None

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

Roll Call

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

III. Approve Minutes

A. Minutes of the Regular Meeting of the Board of Directors that was held on June 20, 2024

S. Fraire made a motion to approve the minutes from Regular Meeting of the Board of Directors on 06-20-24.

P. Matz seconded the motion.

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

Roll Call

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

IV. Consent

A. Consent - Personnel Services

M. Humphrey made a motion to approve Consent items A thru B in one motion.

P. Matz seconded the motion.

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

Roll Call

M. Humphrey	Aye
P. Matz	Aye
S. Fraire	Aye
L. Alvarado	Aye

Roll Call

W. Hall Aye

B. Consent - Policy Development

Item was approved in earlier motion

V. Comments

A. Board Comments

All Board members declined to make comments at this time. Comments will be made after the study session immediately following this meeting.

B. Interim Director and CEO Comments

Bill Dobson will also make all comments at the end of the study session immediately following this meeting.

VI. 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 8:37 AM.

Respectfully Submitted,
G. Lenz

Documents used during the meeting

- Land Acknowledgement.pdf
- MYA 6020 Education for Homeless Children and Youth Policy - redlined - 2024.06.17.pdf
- MYA 6020 Education for Homeless Children and Youth Policy - For Board Approval - 2024.07.05.pdf

FOR MORE INFORMATION

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

Coversheet

Minutes of the Board of Directors Study Session that was held on July 11, 2024

Section:	V. Approve Minutes
Item:	B. Minutes of the Board of Directors Study Session that was held on July 11, 2024
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Board of Directors Study Session on July 11, 2024

APPROVED



MY Academy

Minutes

Board of Directors Study Session

Date and Time

Thursday July 11, 2024 at 8:50 AM

Location

This meeting will be held virtually.

Join Zoom Meeting

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

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One tap mobile

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Directors Present

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

Directors Absent

None

Guests Present

B. Dobson (remote), G. Lenz (remote), M. Jones (remote), Melissa Blitzstein (remote), T. DeJesus (remote)

I. Opening Items

A. Call the Meeting to Order

W. Hall called a meeting of the board of directors of MY Academy to order on Thursday Jul 11, 2024 at 8:37 AM.

B.

Record Attendance

II. Correspondence/Presentations/Reports

A. Annual Board Evaluation Motivated Youth Academy, Presented by Bill Dobson, Interim Director

Bill Dobson presented the Motivated Youth Academy 2023-2024 Annual Board Evaluation template. Gigi Lenz recorded the Board Members response's to each category on the template by the members present.

B. Motivated Youth Academy Strategic Plan 2024-2027

Bill Dobson presented the Motivated Youth Academy 3-Year Strategic Plan for the 2024-2027 school-years. The board reviewed the Strategic Plan as presented.

C. Smart Goals 2024-2025 for Bill Dobson

Bill Dobson presented the Motivated Youth Academy Annual Director Smart Goals for the 2024-2025 school-year. The Board reviewed the goals as presented.

D. Annual Director/CEO Evaluation Planning

Bill Dobson presented the Annual Director/CEO Evaluation Planning Process. The Board reviewed the proposed process and evaluation timeline. The Board will work with the Director/CEO to refine the metric for goal #4.

III. 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 9:30 AM.

Respectfully Submitted,
W. Hall

Documents used during the meeting

- Land Acknowledgement.pdf
- MY Academy 2023-2024 Board Evaluation TEMPLATE.pdf
- MYA 3 Year Strategic Plan.pdf
- SMART Goals 2024-25 for Bill Dobson.pdf

- Annual Director CEO Evaluation Planning.pdf
-

FOR MORE INFORMATION

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

Coversheet

Update Priority 1 Local Indicators 2022–23 Teaching Assignment Monitoring Outcomes (TAMO) by Full-Time Equivalency

Section: VI. Correspondence/Proposals/Reports
Item: A. Update Priority 1 Local Indicators 2022–23 Teaching Assignment
Monitoring Outcomes (TAMO) by Full-Time Equivalency
Purpose: FYI
Submitted by: Bill Dobson
Related Material:
Update Priority 1 Local Indicators 2022–23 Teaching Assignment Monitoring Outcomes (TAMO) by
Full-Time Equivalency.pdf

BACKGROUND:

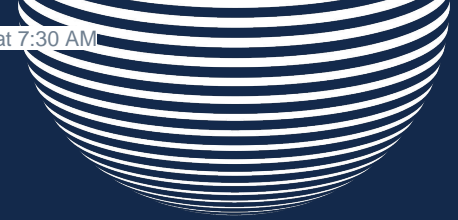
The California Department of Education (CDE) recently released the 2022–23 Teaching Assignment Monitoring Outcomes (TAMO) by Full-Time Equivalency data report on DataQuest. The CDE will report 2022–23 TAMO data for each LEA on the 2024 California School Dashboard (Dashboard) as part of the Priority 1 Local Indicator. Detailed information about the TAMO reports and data is provided on the [Information about the Teaching AMO Report](#) web page. **Since the 2022–23 TAMO data was unavailable at the time that LEAs were reporting their local indicator data to the governing board/body of the LEA, LEAs must report the 2022–23 TAMO data at the next available meeting of the governing board/body.** LEAs continue to have the option of providing an optional narrative related to the TAMO data within the Priority 1 Local Indicator. This optional narrative box may be accessed at any time during the year on [myCDEconnect](#).

RECOMMENDATION:

For Informational purposes only.

No action needed.

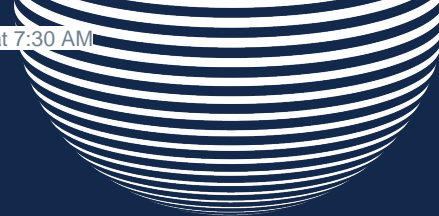
Fiscal Impact: None



2022-2023 Teaching Assignment Monitoring Outcomes (TAMO)

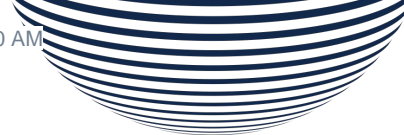


August 2024



Teaching Assignment Monitoring Outcomes

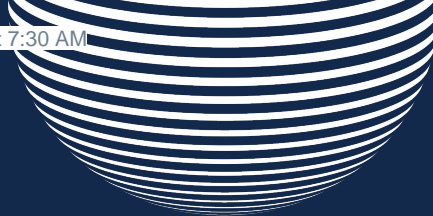
- The California Department of Education (CDE) recently released the 2022–23 Teaching Assignment Monitoring Outcomes (TAMO) by Full-Time Equivalency data report on DataQuest.
- The CDE will report 2022–23 TAMO data for each LEA on the 2024 California School Dashboard (Dashboard) as part of the Priority 1 Local Indicator.
- Since the 2022–23 TAMO data was unavailable at the time that LEAs were reporting their local indicator data to the governing board/body of the LEA, LEAs must report the 2022–23 TAMO data at the next available meeting of the governing board/body.



MY Academy's Data

<u>Subject Area</u>	<u>Total Teaching FTE</u>	<u>Clear</u>	<u>Out-of-Field</u>	<u>Intern</u>	<u>Ineffective</u>	<u>Incomplete</u>	<u>Unknown</u>	<u>N/A</u>
Art	0.1	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Business	0.1	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Career Technical Education	0.3	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Computer Education	0.0	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
English Language Arts	1.7	14.4%	76.4%	0.0%	0.0%	9.8%	0.0%	0.0%
Foreign Languages	0.3	6.9%	93.1%	0.0%	0.0%	0.0%	0.0%	0.0%
Health Education	0.2	0.0%	81.3%	18.8%	0.0%	0.0%	0.0%	0.0%
History/Social Science	1.8	12.6%	87.4%	0.0%	0.0%	0.0%	0.0%	0.0%
Mathematics	1.4	1.4%	98.6%	0.0%	0.0%	0.0%	0.0%	0.0%
Music	0.0	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other Instruction-Related Assignments	1.4	95.7%	4.3%	0.0%	0.0%	0.0%	0.0%	0.0%
Physical Education	1.1	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Science	1.3	3.9%	88.2%	8.7%	0.0%	0.0%	0.0%	0.0%
Special Designated Subjects	0.0	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%





Charter School Flexibility

All LEAs are monitored by CDE on the TAMO metric, but there is no accountability for charter schools.

Education Code §44258.10 gives charter schools flexibility in assignments that were previously exempt from credentialing requirements (e.g., non-core/non-college prep courses). This statute provides that charter schools are not required to correct the misassignment of unqualified educators previously employed in these positions until July 1st, 2025. In order to be eligible for this flexibility, those educators must have been employed in their position at some point during or prior to the 2019-20 school year. These individuals cannot maintain the flexibility if they are:

- assigned to teaching a different subject; or
- begin teaching the same subject at a different school.

This assignment flexibility protects the educators from being removed from their positions by their employer; however, this assignment flexibility **does not** exempt charter schools from the assignment monitoring by the county office of education or from incurring an AMO, including a misassignment should one be identified.





Questions?

*MY Academy- Where all
students are welcome.*



Coversheet

Final Copy of 2023-2024 Board Evaluation

Section: VI. Correspondence/Proposals/Reports
Item: B. Final Copy of 2023-2024 Board Evaluation
Purpose: FYI
Submitted by: Bill Dobson
Related Material: MY Academy 2023-2024 Board Evaluation - Final Version.pdf

BACKGROUND:

This is the final record of the 2023-2024 annual Board Self Evaluation that was completed at the July 11, 2024 Board Study Session.

RECOMMENDATION:

For Informational purposes only.

No action needed.

Fiscal Impact: None



Motivated Youth Academy Annual Board Evaluation

2023-2024
July 11, 2024

Issue/Concept	Complete	In Progress	Little/No Progress	Not Applicable
A Solid Foundation				
School has a well drafted charter contract with its sponsoring agencies.	BH, MH, SF, LA, PM			
School has well-drafted articles and bylaws.	BH, MH, SF, LA, PM			
School's legal and financial status are clear and well understood.	BH, MH, SF, PM	LA		
Appropriate liability insurance and risk management practices are maintained at all times.	BH, MH, SF, PM	LA		
School has developed a long-term/strategic plan such as a WASC report that is reviewed and revised on an annual basis.	BH, MH, SF, LA, PM			
Long-term plans are translated into annual action plans/goals in a document such as the LCAP.	BH, MH, SF, LA, PM			
Board Operations/Relations				
Board members understand their legal and ethical responsibilities (duty of care/loyalty, conflict of	BH, MH, SF, LA, PM			

interest).				
New board members are oriented and fully briefed prior to being seated.		BH, MH, LA, PM, SF		
Board is composed of individuals with a broad and appropriate range of expertise and experience. Board seeks outside counsel for matters beyond its expertise.	BH, MH, SF, LA, PM			
Board member selection process ensures a broad and appropriate range of expertise and experience.	BH, MH, SF	LA, PM		
Board conducts annual self-evaluation.	BH, MH, SF, LA, PM			
Meetings are well planned with clear agendas focused on appropriate policy and action items.	BH, MH, SF, PM	LA		
Board president is a strong, capable meeting facilitator.	MH, SF, LA, PM	BH		
Board president has developed meeting norms.	BH, MH, SF, LA, PM			
Meetings are conducted pursuant to common ground rules (eg. Robert's Rules) that are well understood by all members.	BH, MH, SF, LA, PM			
Individual board members prepare for meetings and participate constructively.	BH, MH, SF, LA, PM			
Meeting minutes record each board meeting and are distributed promptly on the school's website after each meeting.	BH, MH, SF, LA, PM			
Relationship w/CEO				
Board develops performance goals and evaluates CEO performance each year.	BH, MH, SF, LA, PM			
Board has clear understanding with staff regarding where board responsibility should be to support and	BH, MH, SF, LA, PM			

maximize the functioning of the schools.				
Board has established a plan for succession in the event the CEO leaves/retires.		BH, MH, SF, LA, PM		
Personnel and Staffing				
Board has adopted/approved a comprehensive set of personnel policies that are in line with all applicable state/federal laws & regulations. Policies are updated and an annual review will be conducted.	BH, SF, LA, PM, MH			
Clear job descriptions and staffing plans are in place.	BH, MH, SF, LA, PM			
Budget and Finance				
Board adopts an annual budget that maximizes the school's resources in support of mission/vision.	BH, SF , LA, PM	MH		
Board monitors the budget throughout the year via monthly updates, first interim budget and second interim budget.	BH, MH, SF, LA, PM			
Board contracts with an independent auditor each year, reviews the audit report, and takes any needed follow-up action.	BH, MH, SF, LA, PM			
Board has adopted a three year financial plan in coordination with the school's overall three year plan (WASC, LCAP).	BH, MH, SF, LA, PM			
Board has adopted a comprehensive set of fiscal management and control policies.	BH, MH, SF, LA, PM			
Board has adopted/approved the school's curriculum and instructional programs.	BH, SF ,LA, PM	MH		
Board has adopted/approved student achievement goals/standards.	BH, SF, LA, PM	MH		
A broad based assessment system is in place to measure progress toward instructional goals/standards.	BH, MH, SF, LA, PM			

The instructional program is in alignment with the state requirements and terms of charter.	BH, MH, SF, LA, PM			
Student assessment data is assembled in a comprehensive, coherent fashion, presented to the board, and reviewed and analyzed in-depth on a regular basis.	BH, MH, SF, LA, PM			
School reports on student achievement to charter granting agencies on a regular basis as part of the ongoing oversight and renewal process.	BH, MH, SF, LA, PM			

Board Member Comments on Strengths:

BH: Certainly the Board recognizes its fiduciary responsibilities as well as its role to ensure our students are afforded the best education possible. That being said, we also recognize that the manifestation of these responsibilities is due to the diligence and professionalism of the leadership and staff of MY Academy.

SF: My Academy is a positive and creative learning environment. Bill Dobson has done an outstanding job in all aspects of administrative leadership and guidance. Students and families are well supported and key interventions are always in place in order to ensure their success. The entire staff is to be commended for their hard work, dedication, and a focus on student wellbeing.

LA: Work extremely well together with the interest of the students as the primary focus.

PM: The depth of experience of the various members of the board (legislation, special education, etc); everyone offers a different strength that makes this a powerful team

Board Member Comments on Areas of Growth and Future Needs:

BH: Continue discussions regarding recruiting potential Board members and establish a process for Board input as well as that of MY Academy Leadership. Review procedures in the event of our CEO's absence due to health, family emergency, or retirement.

SF: Continue to provide a quality and caring learning environment, as well as, the already strong collaboration with our authorizing district. Keep in mind the need for possible new Board Members in the future with our matching philosophy and teamwork.

LA: Need to continue to monitor the budget to look at how money is being spent.

PM: Need to spend the time to determine how to vet a new Board member and flush out the process of how to determine a succession plan for how to address when people move on.

MH: Continued due diligence in the search for CEO succession plan.

Coversheet

Consent - Business/Financial Services

Section: VII. Consent
Item: A. Consent - Business/Financial Services
Purpose:
Submitted by: Gigi Lenz
Related Material: Cybersecurity Subscription Proposal 2024.8.8.pdf

BACKGROUND:

In today's digital age, cybersecurity is crucial for protecting sensitive information, particularly in educational institutions. Charter schools, handling vast amounts of student and staff data, must prioritize security to safeguard against cyber threats. Motivated Youth Academy recognized this need to take more advanced and extensive measures and partnered with Keyn Solutions to identify the best software to fit the school's specific requirements. This collaboration led to the selection of ESET antivirus software, ensuring robust protection against malware, ransomware, and other online threats. Additionally, the adoption of the Keeper password manager enhances security by generating and storing strong, unique passwords for various accounts, reducing the risk of breaches. Together, these tools provide a comprehensive defense, ensuring the integrity and confidentiality of the school's digital assets.

RECOMMENDATION:

It is recommended the Board approve the purchase of a one year subscription of Cybersecurity Software ESET and Keeper for Motivated Youth Academy (#1628)

Fiscal Impact: \$ \$4806.00



Cybersecurity Protection

In today's digital age, safeguarding your school's sensitive data is more critical than ever. With cyber threats on the rise, implementing top-tier cybersecurity measures is non-negotiable. Our cutting-edge EDR (Endpoint Detection and Response) systems provide real-time protection against sophisticated attacks, while our state-of-the-art password managers ensure that your staff and students' credentials are ironclad. Invest in the best to protect your school's future—because your peace of mind is priceless.

Advanced Antivirus Protection for Laptops

Mobile Device Protection

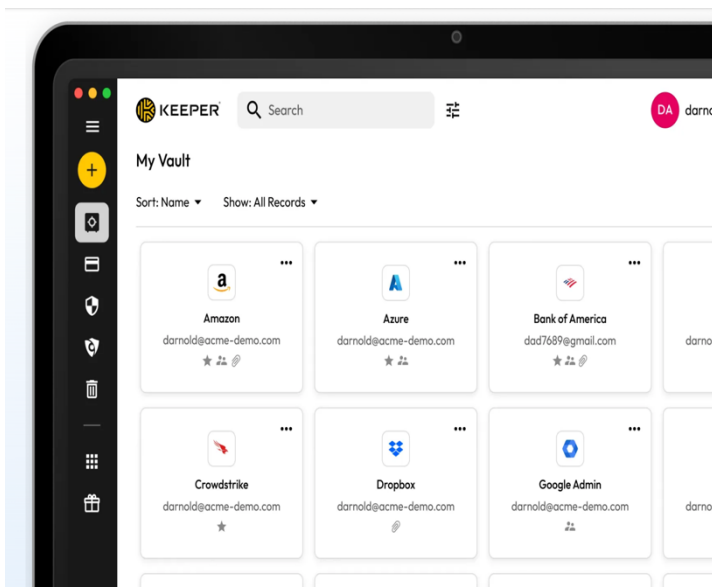
Advanced Threat Detection

Data Encryption

Gmail & G-Drive Protection

Central Cloud Console

Fully Managed



Individual Encrypted Password Vault

Complex Password Generator

Secure Data Sharing

2-Factor Authenticator

Central Cloud Console

Fully Managed

*Bonus – Free Family Plan

Pricing Table

Keeper Security Business					
Unit Price	Unit	Est. Qty.	Monthly Cost	Annual Cost	Annual Discount
\$4.00	Per User	45	\$180.00	\$1,836.00	15%

ESET Protect Advanced					
Unit Price	Unit	Est. Qty.	Monthly Cost	Annual Cost	Annual Discount
\$5.50	Per Device	50	\$275.00	\$2,970.00	10%

Coversheet

Consent - Education/Student Services

Section: VII. Consent
Item: B. Consent - Education/Student Services
Purpose:
Submitted by: Bill Dobson
Related Material: 2024-2025 MOU between KRA and Motivated Youth Academy.pdf

BACKGROUND:

Motivated Youth Academy (MYA) and KRA Corporation have successfully completed the fourth year of their partnership in the "Possibility Project." This initiative connects young adults to Workforce Innovation and Opportunity Act (WIOA) opportunities, facilitates their enrollment in MYA to obtain a high school diploma, and provides access to the various services offered by KRA.

Year four of the partnership saw increased enrollment at MYA and more MYA students accessing career training opportunities. While the Possibility Project has developed more slowly than initially anticipated and has not served as many young adults as expected, MYA staff is confident that the growth experienced in year four will accelerate in year five.

MYA recommends renewing the Memorandum of Understanding (MOU) with KRA to continue this growth. The position associated with this project will be recruited and staffed by a KRA employee, with MYA being invoiced for the hours worked. We anticipate that the enrollment growth generated by this MOU will exceed the annual cost of the employee.

RECOMMENDATION:

It is recommended that the Board approve the renewal of the 2024-2025 Memorandum of Understanding (MOU) between KRA Corporation and Motivated Youth Academy (#1628).

Fiscal Impact: Not to exceed \$75,000

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

MOTIVATED YOUTH ACADEMY CHARTER SCHOOL

AND KRA CORPORATION

This Memorandum of Understanding ("MOU") is made on August 1, 2024 by and between MOTIVATED YOUTH ACADEMY CHARTER SCHOOL (MYA) MOTIVATED YOUTH ACADEMY CHARTER SCHOOL (MYA), 500 La Terraza Blvd. Suite #150 Escondido, CA 92025, and KRA CORPORATION (KRA), a Maryland corporation, 5950 Symphony Woods Road, Suite 211, Columbia, MD 21044. The purpose of this MOU is to describe and formalize the collaborative relationship between MYA and KRA. Subject to approval by their respective Governing Boards, under the following terms and conditions.

BACKGROUND: MOTIVATED YOUTH ACADEMY CHARTER SCHOOL (MYA) is a California public school authorized to deliver instruction in grades K-12, including 18-24 year olds. The school provides WASC accredited 9-12th grade education and skills development to credit-deficient adults to earn their high school diploma as they become empowered and prepare for postsecondary success, viable employment, and lifelong learning. MYA offers a high school diploma to students meeting state and charter school graduation requirements depending on their enrollment qualifications. Students who qualify for WIOA also qualify for a reduced credit requirement per the charter. MYA students enjoy a flexible, self-paced schedule, geared to the adult learner.

BACKGROUND: KRA is a national leader in workforce development services that prepares job seekers for tomorrow's global economy and supplies employers with a trained and reliable workforce. As it relates to this MOU, KRA is a support to WIOA recipients as San Diego County residents who receive WIOA benefits are eligible for comprehensive workforce development programs provided through the San Diego Workforce Partnership, through the American Job Centers of California (also known as the San Diego Career Centers). KRA operates the Possibility Project and is a collaborative partner with the San Diego Workforce Partnership to provide support and to be the liaison between the career centers and MYA students. WIOA Services supports jobseeker-customers in preparation to enter the workforce, with career planning; intensive wraparound case management; and job development, including structured job searches, job-specific employment/interview preparation, and follow-up services. KRA is positioned to support the MYA students to have access to all services described above, including access to funds for occupational-skills training and supportive services.

1. TERM: The term of this Agreement shall be for 11 months beginning August 1, 2024 unless terminated sooner in accordance with the terms of this Agreement (the "Term"). This Agreement will be effective from August 1, 2024 through June 30, 2025.

2. RENEWAL. Renewal to this MOU will be negotiated between all parties unless written notice of intent to terminate or renegotiate is given by either party prior to May 15 in that year, preceding. In no event shall any renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by its authorizer pursuant to Education Code section 47607.

3. GOALS AND OBJECTIVES: MYA is contracting with KRA. The Parties to this Agreement shall abide by the terms of this Agreement to achieve the following goals and objectives: MYA's adult students will attend an orientation to see what services they qualify for at the San Diego Career Centers. Upon enrollment in the San Diego Career Center network, MYA students will receive a WIOA number and eligible services. The students will obtain employment readiness skills and certifications from workshops attended.

Young adults ages 18-24 who enroll with the San Diego Career Centers, who do not have a high school diploma will be referred to MYA for enrollment.

4. OBLIGATIONS OF THE PARTIES:

MYA will provide the following: MYA will provide all its students in the service area with information about the San Diego Career Centers and the Possibility Project. MYA will enroll WIOA eligible San Diego Career Center adult students to help the students achieve their high school diploma. It will be MYA's responsibility to keep in close contact with the Young Adult Coach/Career Agent from KRA. The student and MYA will also provide any necessary documents needed for enrollment and success in the San Diego Career Centers and Possibility Project. MYA will provide a laptop and Wi-Fi device to all enrolled students. MYA will provide data and enrollment processing of all student academic records upon entry into and exit out of school. MYA will review and sign appropriate documents, as authorized. MYA will keep an accurate record of student attendance, courses and credits granted to students enrolled, fulfill student record and transcript requests, and provide student information and reports to those who require it. MYA will forward correspondence that reports truancy, according to established policies and procedures. MYA will make available a minimum 15 class hours per week and 5 hours required home assignments, totaling 20 program hours per week.

MYA will reimburse KRA for the hourly cost of a Young Adult Coach/ Career Agent at \$35.00 rate per hour for the term of the MOU. On a monthly basis, KRA shall provide MYA sufficient documentation evidencing the actual hours logged prior to reimbursement.

KRA will provide the following: KRA and the Possibility Project will provide information and/or an orientation to all students to explain the programs. KRA will refer adult students who do not have their high school diploma to MYA for enrollment. KRA will help the students fill out any paperwork to assess if they qualify for MYA high school diploma. The Possibility Project will share any paperwork and class work completed by the students with MYA, and will also provide services for all qualified students who are designated suitable and elect to enroll in the San Diego Career Centers. The Young Adult Coach/Career Agent will also keep in close contact with the students and teachers from MYA.

KRA will provide wrap around Case Management services: The Young Adult Coach/Career Agent assists students who are in need based on challenges and barriers that they face such as physical and/or mental health, any form of abuse or addiction, problems related to family instability, financial literacy and poverty issues, etc. Ultimately, the Young Adult Coach/Career Agent works with the participants and serves as a mediator so as to ensure that they complete their training/education and receive all possible services needed for their well-being and self-sufficiency.

KRA will support student attendance by providing a transportation stipend, as available, contingent on each student's participation. KRA will provide transportation stipends to customers who meet their minimum hourly requirements. KRA will not provide "initial" or "interim" transportation assistance. Transportation stipend will be provided once Primary Case Manager (KRA) has received Vocational Training Enrollment form and weekly time and attendance form signed by the customer, Case Manager (KRA), and school representative.

As a material requirement of this MOU, KRA will provide a mutually agreeable space for the MYA staff to meet with adult students weekly, which shall be located within San Diego County and/or adjacent counties. The establishment of such space does not require a material revision of the MYA charter.

5. ASSURANCES: In providing all services under this MOU, KRA shall abide by all applicable Federal, State, and local statutes, ordinances, rules, regulations, and standards, as well as the applicable standards and requirements imposed upon MYA by Federal and/or State agencies providing funding to MYA for the purchase of supplemental services.

6. LICENSES: KRA, its employees, and agents, shall maintain professional licenses required by local, State, and Federal laws at all times while performing services under this MOU.

7. BACKGROUND CHECKS: KRA and its employees and agents who perform duties on any premises made available to MYA students or who may have contact with MYA students shall be required to complete a California Department of Justice Live Scan criminal background check. In accordance with California

Education Code Section 45125.1, MYA requires that all KRA employees or agents meet satisfactory clearance of a Live Scan background check prior to engaging in work services under this MOU. If a KRA employee's background check indicates a pending criminal proceeding or conviction for a violent or serious felony, as defined in Education Code Sections 45122.1 and 45125.1, that employee shall not be permitted to work in a capacity that involves contact with MYA students or on the premises made available to MYA students. KRA and its employees and agents who perform under this MOU will be responsible for compliance with this background check requirement. Failure to comply with this background check requirement will constitute sufficient cause for MYA to terminate this MOU immediately.

8. TUBERCULOSIS EXAMS: KRA employees or other individuals associated with KRA may not work near MYA students without satisfactory completion of a Tuberculosis risk assessment, and, if risk factors are identified, a negative Tuberculosis test in compliance with Education Code section 49406. KRA and its employees/agents who perform under this MOU will be responsible for compliance with this Tuberculosis assessment and testing requirement.

9. CONFIDENTIALITY: Except as required by law, each party shall treat as strictly confidential all information relating to a student, except that information designated "directory information" under FERPA (20 U.S.C. § 1232(g)), received or obtained as a result of entering into or performing this Agreement, unless approved in writing by the student and the other party. Notice of intent to disclose shall be provided to the student and the other party prior to any such disclosure to allow them to take appropriate action.

10. RELATION OF THE PARTIES: This Agreement is by and between two Independent Contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. As Independent Contractors, the Parties will be solely responsible for determining the means and methods for performing the services described herein. All of each party's activities will be at its own risk and each party is hereby given notice of its responsibilities for arrangements to guard against physical, financial, and other risks, including but not limited to maintaining insurance, as appropriate, proof of which shall be disclosed to the other party upon request. Neither MYA nor any of its employees shall be included in the employment service of KRA, have any property rights to any employment relationship at KRA, or any other rights as an employee of MYA may otherwise have in the event of termination of this Agreement; nor shall any employee of KRA have any such rights or relationship as to MYA as a result of this Agreement.

11. INDEMNIFICATION: To the fullest extent permitted by law, KRA shall indemnify, hold harmless and defend MYA, its directors, officers, and employees, from any and all liability claims, damages, costs and expenses, causes of action, losses and judgements, including attorney's fees, arising out of the performance of or in connection with this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of KRA, its officers, and employees. MYA shall indemnify, hold harmless and defend KRA, its directors, officers, and employees, from any and all liability claims, damages, costs and expenses, causes of action, losses and judgements, including attorney's fees, arising out of the performance of or in connection with this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of MYA, its officers and employees

Neither party shall cover any negligent acts or omissions of the other. In the event of any such claim is made, or suit filed, both Parties shall give the other prompt written notice thereof, and each shall have the right to defend or settle.

A Party that intends to seek and indemnity or hold harmless from the other Party shall notify the other Party in writing thereof, and within a reasonable time after the Party knows or becomes aware of any claim arising out of, resulting from or relating to this Agreement that may or has resulted in a loss, describing (if known or

determinable) the pertinent circumstances, all entities and persons involved, and the amount(s) being claimed, shall not settle or resolve the claim until it has notified the other Party of the claim in accordance with the provisions of this subsection and give the other Party an opportunity to participate in and consent to the settlement or resolution of the claim, which consent the other Party shall not unreasonably withhold. It is expressly understood and agreed that no personal liability whatsoever attaches to any member of the Board of MYA or of KRA, or any of the officers or employees of MYA or KRA by virtue of this Agreement.

12. CONSIDERATION: Both parties acknowledge that in consideration for MYA providing its students with information regarding KRA, KRA shall provide qualified, enrolled students with career training and education.

13. REPRESENTATIONS AND WARRANTIES: Each party to this Agreement represents and warrants to the other party that he/she/it:

- (a) has full power, authority and legal right to execute and perform this Agreement;
- (b) has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement;
- (c) this Agreement constitutes the legal, valid, and binding obligations of such party in accordance with its terms; and
- (d) shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.

14. TERMINATION AND REMEDIES ON DEFAULT: The parties may mutually agree to terminate this Agreement, in writing, at any time. In the event of unilateral breach of any term of this Agreement, the non-breaching party shall give written notice of the breach to the breaching party. This notice shall describe with sufficient detail the nature of the breach. The party not in breach may terminate its performance of related obligations under this Agreement if the other party fails to rectify a material breach under a portion of this Agreement within thirty (30) days of receipt by the breaching party of written notice of such breach. In such case, the non-breaching Party may terminate its performance, without prejudice to any claim for damages, breach of contract or otherwise. The parties agree that the failure or termination of any portion or relevant provision of this Agreement will not be a basis for terminating other severable obligations or provisions of this Agreement, unless the failure or breach is such that the entire Agreement loses substantially all of its value to the non-breaching party.

Any termination of this Agreement shall not absolve the Parties from the obligation to observe the confidentiality measures as set out herein. At the end of the Agreement, each Party shall return any student information obtained by way of this Agreement.

15. FORCE MAJEURE: If the performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, flood, earthquake, vandalism, storm, orders or acts of military or civil authority, or by state or national emergencies, insurrections, riots, wars, strikes, lock-outs, or work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

16. ARBITRATION: Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties ^{Powered by BoardOnTrack} acceptably acceptable arbitrator knowledgeable about 38 of 95

issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place in San Diego County, or a location mutually agreed upon by the parties. The arbitrator(s) shall set the time limits for discovery to take place and may set reasonable limits on the number and length of depositions, as well as the number of document demands, interrogatories, and requests for admissions. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to determine arbitrability of the dispute, and issue mandatory orders and restraining orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, except regarding arbitrability of the dispute, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement. The prevailing party in any such dispute shall be entitled to recover its reasonable attorneys' fees and costs.

17. NON-DISCRIMINATION: Each party agrees that, in the performance of this Agreement, services shall be provided to qualified participants without discrimination toward students, employees, or other persons regardless of their race, color, sex, age, religion, national origin, sexual orientation, marital status, disability or any other manner prohibited by law.

18. NOTICE: Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

19. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

20. AMENDMENT: This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

21. SEVERABILITY: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If an arbitrator(s) or a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

22. WAIVER OF CONTRACTUAL RIGHTS: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

23. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of California.

24. INTERPRETATION: This Agreement is the product of mutual negotiation between the parties and shall not be construed against either party.

25. SIGNATORIES: This Agreement shall be signed on behalf of MOTIVATED YOUTH ACADEMY CHARTER SCHOOL by Bill Dobson, Chief Executive Officer and on behalf of KRA by Zaskia Ruiz, Executive Vice President, Administration & Finance and effective as of the date first written above.

Signatures of Parties

Bill Dobson / CEO / MOTIVATED YOUTH ACADEMY CHARTER SCHOOL / Date

Zaskia Ruiz / EVP, Administration & Finance / KRA Corporation / Date

Coversheet

Consent - Personnel Services

Section: VII. Consent
Item: C. Consent - Personnel Services
Purpose:
Submitted by: Gigi Lenz

BACKGROUND:

To address the evolving technological needs of Motivated Youth Academy (MYA), we propose the addition of a new position: Technology Support Assistant. This role is designed to provide essential technical support to students, teachers, and staff, ensuring the smooth operation and integration of technology within the school.

The Technology Support Assistant is crucial to meet the increasing technological demands of our school. This role will help ensure that all technological tools and systems function efficiently, thereby supporting the educational mission of MYA.

RECOMMENDATION:

It is recommended that the Board approve the new job description for the Technology Support Assistant for Motivated Youth Academy (#1628).

Coversheet

Consent - Policy Development

Section: VII. Consent
Item: D. Consent - Policy Development
Purpose: Vote
Submitted by: Toni DeJesus

Related Material:

MYA 6010 Independent Study Policy - for board approval - 2024.07.30.pdf
MYA 6010 Independent Study Policy - redlined - 2024.07.30.pdf
MYA 6020 Education for Homeless Children and Youth Policy - for board approval - 2024.08.01.pdf
MYA 6020 Education for Homeless Children and Youth Policy - redlined - 2024.08.01.pdf
MYA 6030 Education for Foster and Mobile Youth Policy - for board approval - 2024.07.30.pdf
MYA 6030 Education for Foster and Mobile Youth Policy - redlined - 2024.07.30.pdf

BACKGROUND:

The following policies have undergone revisions and are presented for the Board's approval:

MYA 6010 Independent Study Policy

- **Purpose:** To outline the requirements and procedures for independent study at Motivated Youth Academy (MYA).
- **Key Revisions:**
 - Updated time frames for assignment completion and evaluations.
 - Enhanced attendance and engagement tracking mechanisms.
 - Detailed re-engagement strategies for students not meeting attendance or participation criteria.
 - Specifications for synchronous instruction and live interaction for different grade levels.
 - Requirements for maintaining current written agreements for each independent study student.
- **Benefits:** These updates aim to ensure compliance with state regulations, improve student accountability, and enhance support for students in independent study programs.

MYA 6020 Education for Homeless Children and Youth Policy

- **Purpose:** To ensure that homeless children and youth are provided with equal access to MYA's educational program and services.
- **Key Revisions:**
 - Clarified definitions and identification procedures for homeless children and youth.
 - Enhanced support and resources, including transportation, extracurricular activities, and graduation requirement exemptions.
 - Strengthened liaison roles and responsibilities for supporting homeless students.
- **Benefits:** These revisions aim to remove barriers to education for homeless students, provide comprehensive support services, and ensure compliance with federal and state laws.

MYA 6030 Education for Foster and Mobile Youth Policy

- **Purpose:** To provide foster and mobile youth with access to educational resources and support to ensure academic success.
- **Key Revisions:**
 - Improved processes for identifying and enrolling foster and mobile youth.

- Expanded support services, including academic counseling and mental health resources.
- Procedures for maintaining educational stability and providing necessary accommodations.
- **Benefits:** The updates are designed to support the unique needs of foster and mobile youth, ensuring they receive the education and resources needed to succeed.

RECOMMENDATION:

It is recommended that the Board approve the revised policies to ensure that Motivated Youth Academy (#1628) remains compliant with current educational standards and continues to provide high-quality, equitable education to all students.

INSTRUCTION**6010-MYA****INDEPENDENT STUDY POLICY**

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

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

1. For students in all grade levels offered by MYA, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be twenty (20) school days.
2. MYA shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by MYA for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.
3. Regular attendance is critical to the success of all students. Attendance is defined as *“a student is engaged in educational activities required of them by their charter schools, on days when school is actually taught in their charter schools. (5 C.C.R. 11960(a).)”*

Motivated Youth Academy utilizes an Independent Study model, which is a nonclassroom-based instructional program. Attendance is calculated based on the work completed by the student and submitted by the due dates established in the Independent Study Master Agreement. The assigned Teacher of Record (“TOR”) assesses the student’s work to determine whether the work completed constitutes a full day of attendance. When determining the time value of a student’s work, the teacher will consider each student individually and may adjust the assignments accordingly.

4. An evaluation shall be completed to determine whether it is in the best interests of the student to remain in independent study under the following circumstances:
 - a. When any pupil fails to complete 10 graded assignments during any period of twenty (20) school days.
 - b. In the event that a student’s educational progress falls below satisfactory levels as determined by MYA’s Attendance Policy which considers ALL of the following indicators:
 - i. The pupil’s achievement and engagement in the independent study program, as indicated by the pupil’s performance on applicable pupil-level measures of

INSTRUCTION**6010-MYA****INDEPENDENT STUDY POLICY**

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

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

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

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

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

INSTRUCTION**6010-MYA****INDEPENDENT STUDY POLICY**

6. The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction:
 - a. For pupils in transitional kindergarten through grade 3, inclusive, the plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows: Daily synchronous activity will be online, in person and with group or one-to-one instruction.
 - b. For pupils in grades 4-8, inclusive, the plan to provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of MYA and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows: daily check in through online, phone, text message, or email. Weekly synchronous activity will be online, in person and with group or one-to-one instruction.
 - c. For pupils in grades 9-12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows: Weekly synchronous activity will be online, in person and with group or one-to-one instruction.
7. A current written agreement shall be maintained on file for each independent study student, including but not limited to, all of the following:
 - a. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a pupil's Educational Rights Holder regarding a pupil's academic progress.
 - b. The objectives and methods of study for the student's work, and the methods utilized to evaluate that work.
 - c. The specific resources, including materials and personnel, which will be made available to the student. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
 - d. A statement of the policies adopted herein, pursuant to Education Code Section 57147, subdivisions (a) and (b), regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.
 - e. The duration of the independent study agreement, including beginning and ending dates for the student's participation in independent study under the agreement.
 - i. No independent study agreement shall be valid for any period longer than one school year.

INSTRUCTION**6010-MYA****INDEPENDENT STUDY POLICY**

- f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
- g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health support.
- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.
- i. For a pupil participating in an independent study program that is scheduled for more than 15 school days, each written agreement shall be signed, prior to the commencement of independent study, by the student, the student's Educational Rights Holder if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For a pupil participating in an independent study program that is scheduled for fewer than 16 school days, each written agreement shall be signed during the school year of the pupil's enrollment in independent study, by the pupil, the pupil's Educational Rights Holder, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
 - i. Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall

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

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

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

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

INSTRUCTION**6010-MYA****INDEPENDENT STUDY POLICY**

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

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

1. For students in all grade levels offered by MYA, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be twenty (20) school days.
2. MYA shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by MYA for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.
3. Regular attendance is critical to the success of all students. Attendance is defined as *“a student is engaged in educational activities required of them by their charter schools, on days when school is actually taught in their charter schools. (5 C.C.R. 11960(a).)”*

Motivated Youth Academy utilizes an Independent Study model, which is a nonclassroom-based instructional program. Attendance is calculated based on the work completed by the student and submitted by the due dates established in the Independent Study Master Agreement. The assigned Teacher of Record (“TOR”) assesses the student’s work to determine whether the work completed constitutes a full day of attendance. When determining the time value of a student’s work, the teacher will consider each student individually and may adjust the assignments accordingly.

4. An evaluation shall be completed to determine whether it is in the best interests of the student to remain in independent study under the following circumstances:
 - a. When any pupil fails to complete 10 graded assignments during any period of twenty (20) school days.
 - b. In the event that a student’s educational progress falls below satisfactory levels as determined by MYA’s Attendance Policy which considers ALL of the following indicators:
 - i. The pupil’s achievement and engagement in the independent study program, as

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indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).

- ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
- iii. Learning required concepts, as determined by the supervising teacher.
- iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

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

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

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

- a. Verification of current contact information for each enrolled pupil;
- b. Notification to **Educational Rights Holder**~~parents or guardian~~ of lack of participation within one school day of the recording of a non-attendance day or lack of participation;
- c. A plan for outreach from the school to determine pupil needs including connection with health and social services as necessary;
- d. A clear standard for requiring a pupil-**Educational Rights Holder**~~parent~~-educator

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conference to review a pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.

6. The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction:
 - a. For pupils in transitional kindergarten through grade 3, inclusive, the plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows: Daily synchronous activity will be online, in person and with group or one-to-one instruction.
 - b. For pupils in grades 4-8, inclusive, the plan to provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of MYA and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows: daily check in through online, phone, text message, or email. Weekly synchronous activity will be online, in person and with group or one-to-one instruction.
 - c. For pupils in grades 9-12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows: Weekly synchronous activity will be online, in person and with group or one-to-one instruction.
7. A current written agreement shall be maintained on file for each independent study student, including but not limited to, all of the following:
 - a. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a pupil's **Educational Rights Holder**~~parent or guardian~~ regarding a pupil's academic progress.
 - b. The objectives and methods of study for the student's work, and the methods utilized to evaluate that work.
 - c. The specific resources, including materials and personnel, which will be made available to the student. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
 - d. A statement of the policies adopted herein, pursuant to Education Code Section 51747, subdivisions (a) and (b), regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be

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- allowed to continue in independent study.
- e. The duration of the independent study agreement, including beginning and ending dates for the student's participation in independent study under the agreement.
 - i. No independent study agreement shall be valid for any period longer than one school year.
 - f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
 - g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health support.
 - h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.
 - i. For a pupil participating in an independent study program that is scheduled for more than ~~1514~~ school days, each written agreement shall be signed, prior to the commencement of independent study, by the student, the student's **Educational Rights Holder**~~parent/guardian~~ if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. ~~Beginning in the 2022-23 school year, for a pupil participating in an independent study program that is scheduled for fewer than 1615 school days, each written agreement shall be signed during the school year within 10 school days of the commencement of the first day of the pupil's enrollment in independent study, by the pupil, the pupil's Educational Rights Holder~~~~parent, legal guardian, or caregiver~~, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education

INSTRUCTION**6010-MYA****INDEPENDENT STUDY POLICY**

programming of the pupil, as applicable. For purposes of this paragraph “caregiver” means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.

- i. Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.
8. The following plan shall be utilized to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days: The withdraw form will be sent to the **Educational Rights Holder**~~parent or guardian~~ of the pupil or adult student within 24 hours (on business days) of the request. Within four (4) business days of receiving the signed form, MYA will prepare withdraw documents (including exit grades) and send them to the **Educational Rights Holder**~~parent/guardian~~ or adult student.

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

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

INSTRUCTION**6020-MYA****EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY**

The Motivated Youth Academy (“MYA” or the “Charter School”) Governing Board desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging state academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

Definition of Homeless Children and Youth

The term “homeless children and youth” means individuals who lack a fixed, regular and adequate nighttime residence and includes children and youth 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. Are 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.

Charter School Liaison

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

Yvonnet Gaona
Community Program Specialist
ygaona@myacademy.org
619-343-2048

The Charter School Liaison or their designee shall ensure that the following requirements are fulfilled by the Charter School (42 U.S.C. § 11432(g)(6)):

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Policy Revised: February 10, 2022

Policy Revised: July 11, 2024

Policy Revised: month, day, year

INSTRUCTION**6020-MYA****EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY**

1. Homeless students are identified by Charter School personnel, 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 (“IDEA”); any other preschool programs administered by the Charter School, if any; and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services
4. Educational Rights Holders are informed of the educational and related opportunities available to their students and are provided with meaningful opportunities to participate in the education of their students.
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 the 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 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.

The California Department of Education (“CDE”) 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/>.

INSTRUCTION**6020-MYA****EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY****Enrollment**

The Charter School shall immediately admit/enroll the student for which the Charter School is a School of Origin. "School of Origin" means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

MYA shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School and Board policy. A homeless youth who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

The youth shall be immediately enrolled even if the student lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the student needs to obtain immunizations or does not possess immunization or other medical records, the Director or designee shall refer the Educational Rights Holder to the Charter School Liaison. The Charter School Liaison shall assist the Educational Rights Holder in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

A homeless youth may remain in the student's school of origin for the entire period for which the youth is homeless. If a youth obtains permanent housing during an academic year, the youth will be permitted to remain in the school of origin through the end of the academic year.

Enrollment Disputes

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to the Charter School's capacity and pursuant to the procedures stated in the school charter and Board policy), pending final resolution of the dispute, including all available appeals. The Educational Rights Holder shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the Educational Rights Holder's right to appeal the decision. The Educational Rights Holder shall also be referred to the Charter School Liaison. (42 U.S.C. § 11432(g)(3)(E).)

The School Liaison shall carry out the board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

INSTRUCTION**6020-MYA****EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY****Housing Questionnaire**

MYA shall administer a housing questionnaire for purposes of identifying homeless children and youth. MYA shall ensure that the housing questionnaire is based on the best practices developed by the CDE. MYA shall annually provide the housing questionnaire to all Educational Rights Holders of students and to all unaccompanied youths at MYA. 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 the primary language other than English spoken by fifteen (15) percent or more of the students enrolled at MYA and shall be translated into other languages upon request of a student's Educational Rights Holder or an unaccompanied youth. MYA 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.)

Comparable Services

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in the Charter School such as (42 U.S.C. § 11432(g)(4)):

1. Transportation services
2. Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
3. Programs in vocational and technical education
4. Programs for gifted and talented students
5. Charter School nutrition programs

Transportation

In the event that the Charter School provides transportation services to all students, the Charter School shall provide comparable transportation services to each homeless child or youth attending the Charter School, as noted above. (42 U.S.C. § 11432(g)(4).)

If the Charter School does not otherwise provide transportation services to all students, the Charter School shall ensure that transportation is provided for homeless students to and from the Charter School, at the request of the Educational Rights Holder(or Charter School Liaison), if the Charter School is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J) Transportation

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provided by the Charter School will be adequate and appropriate for the Student's situation, but the Charter School does not commit to any one method of transportation for all youth.

Eligibility for Extracurricular Activities

A homeless child or youth shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

Waiver of Fees for Afterschool Programs

The Charter School shall not charge any student who is a homeless youth any family fees associated with an After-School Education and Safety ("ASES") Program operated by the Charter School.

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 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 Charter 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 institute, 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

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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 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 all of 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; and
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 eighteen (18) years of age or older, or, with the educational rights holder for the student, if the student is younger than eighteen years of age.

Professional Development

All administrators, teachers and employees of the Charter School, including the Charter School Liaison, will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. The Charter School Liaison will send verification that the Charter School is providing the required training to school personnel

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providing services to youth experiencing homelessness at least annually. (Education Code Section 48852.5(c)(2).)

Notice

For any homeless student who seeks enrollment at the Charter School, written notice will be provided to the Educational Rights Holder at the time of enrollment and at least twice (2) annually while enrolled at the Charter School.

This notice must be signed by the Educational Rights Holder. The notice must outline general rights, include the name of the Charter School Liaison with contact information, and specifically state that (1) the choice of schools homeless children and youth are eligible to attend; (2) that no homeless student is required to attend a separate school for homeless children or youths; (3) that homeless children and youths shall be provided comparable services as described above, including transportation services, educational services; and (4) that homeless children and youths should not be stigmatized by Charter School personnel. (42 U.S.C. § 11432(e)(3)(C).)

Annual Policy Review

The Charter School shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school.

School Website Posting

The Charter School shall ensure that the following information is posted, and updated as necessary, on its internet website:

- The name and contact information of the Charter School Liaison(s) for homeless children and youths.
- The contact information of any employee or contractor that assists the Charter School Liaison in completing the liaison's duties.
- Specific information regarding the educational rights and resources available to persons experiencing homelessness.

INSTRUCTION**6020-MYA****EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY**

The Motivated Youth Academy (“MYA” or the “Charter School”) Governing Board desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging state academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

Definition of Homeless Children and Youth

The term “homeless children and youth” means individuals who lack a fixed, regular and adequate nighttime residence and includes children and youth 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. Are 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.

Charter School Liaison

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

Yvonnet Gaona ~~Dee Georgeson~~
 Community Program Specialist ~~Student Success Coordinator~~
ygaonad@myacademy.org
 619-343-2048

The Charter School Liaison **or their designee** shall ensure that the following requirements are fulfilled by the Charter School (42 U.S.C. § 11432(g)(6)):

INSTRUCTION**6020-MYA****EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY**

1. Homeless students are identified by Charter School personnel, 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 (“IDEA”); any other preschool programs administered by the Charter School, if any; and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services
4. Educational Rights Holders are informed of the educational and related opportunities available to their students and are provided with meaningful opportunities to participate in the education of their students.
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 the 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 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.

The California Department of Education (“CDE”) 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/>.

INSTRUCTION**6020-MYA****EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY****Enrollment**

The Charter School shall immediately admit/enroll the student for which the Charter School is a School of Origin. "School of Origin" means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

MYA shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School and Board policy. A homeless youth who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

The youth shall be immediately enrolled even if the student lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the student needs to obtain immunizations or does not possess immunization or other medical records, the Director or designee shall refer the Educational Rights Holder to the Charter School Liaison. The Charter School Liaison shall assist the Educational Rights Holder in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

A homeless youth may remain in the student's school of origin for the entire period for which the youth is homeless. If a youth obtains permanent housing during an academic year, the youth will be permitted to remain in the school of origin through the end of the academic year.

Enrollment Disputes

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to the Charter School's capacity and pursuant to the procedures stated in the school charter and Board policy), pending final resolution of the dispute, including all available appeals. The Educational Rights Holder shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the Educational Rights Holder's right to appeal the decision. The Educational Rights Holder shall also be referred to the Charter School Liaison. (42 U.S.C. § 11432(g)(3)(E).)

The School Liaison shall carry out the board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

INSTRUCTION**6020-MYA****EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY****Housing Questionnaire**

MYA shall administer a housing questionnaire for purposes of identifying homeless children and youth. MYA shall ensure that the housing questionnaire is based on the best practices developed by the CDE. MYA shall annually provide the housing questionnaire to all Educational Rights Holders of students and to all unaccompanied youths at MYA. 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 the primary language other than English spoken by fifteen (15) percent or more of the students enrolled at MYA and shall be translated into other languages upon request of a student's Educational Rights Holder or an unaccompanied youth. MYA 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.)

Comparable Services

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in the Charter School such as (42 U.S.C. § 11432(g)(4)):

1. Transportation services
2. Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
3. Programs in vocational and technical education
4. Programs for gifted and talented students
5. Charter School nutrition programs

Transportation

In the event that the Charter School provides transportation services to all students, the Charter School shall provide comparable transportation services to each homeless child or youth attending the Charter School, as noted above. (42 U.S.C. § 11432(g)(4).)

If the Charter School does not otherwise provide transportation services to all students, the Charter School shall ensure that transportation is provided for homeless students to and from the Charter School, at the request of the Educational Rights Holder(or Charter School Liaison), if the Charter School is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J) Transportation

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provided by the Charter School will be adequate and appropriate for the Student's situation, but the Charter School does not commit to any one method of transportation for all youth.

Eligibility for Extracurricular Activities

A homeless child or youth shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

Waiver of Fees for Afterschool Programs

The Charter School shall not charge any student who is a homeless youth any family fees associated with an After-School Education and Safety ("ASES") Program operated by the Charter School.

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 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 Charter 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 institute, 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

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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 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 all of 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; and
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 eighteen (18) years of age or older, or, with the educational rights holder for the student, if the student is younger than eighteen years of age.

Professional Development

All administrators, teachers and employees of the Charter School, including the Charter School Liaison, will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. The Charter School Liaison will send verification that the Charter School is providing the required training to school personnel

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providing services to youth experiencing homelessness at least annually. (Education Code Section 48852.5(c)(2).)

Notice

For any homeless student who seeks enrollment at the Charter School, written notice will be provided to the Educational Rights Holder at the time of enrollment and at least twice (2) annually while enrolled at the Charter School.

This notice must be signed by the Educational Rights Holder. The notice must outline general rights, include the name of the Charter School Liaison with contact information, and specifically state that (1) the choice of schools homeless children and youth are eligible to attend; (2) that no homeless student is required to attend a separate school for homeless children or youths; (3) that homeless children and youths shall be provided comparable services as described above, including transportation services, educational services; and (4) that homeless children and youths should not be stigmatized by Charter School personnel. (42 U.S.C. § 11432(e)(3)(C).)

Annual Policy Review

The Charter School shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school.

School Website Posting

The Charter School shall ensure that the following information is posted, and updated as necessary, on its internet website:

- The name and contact information of the Charter School Liaison(s) for homeless children and youths.
- The contact information of any employee or contractor that assists the Charter School Liaison in completing the liaison's duties.
- Specific information regarding the educational rights and resources available to persons experiencing homelessness.

INSTRUCTION**6030-MYA****EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY**

Motivated Youth Academy (“MYA” or the “Charter School”) recognizes that Foster and Mobile Youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, the Charter School shall provide them with full access to the Charter School’s educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of foster youth in the Charter School’s local control and accountability plan (“LCAP”).

Definitions

1. **Foster youth:** means a child who has been removed from the child’s home pursuant to California Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.
2. **Former juvenile court school pupil:** means a pupil who, upon completion of the pupil’s second year of high school, transfers from a juvenile court school to the Charter School.
3. **Child of a military family:** refers to a student who resides in the household of an active duty military member.
4. **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. “Currently Migratory Child” 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.
5. **Educational Rights Holder (“ERH”):** means a parent, guardian, responsible adult appointed by a court to make educational decisions for a minor pursuant to Welfare and Institutions Code sections 319, 361 or 726, or a person holding the right to make educational decisions for the pupil pursuant to Education Code section 56055.
6. **School of origin:** means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the foster youth was last enrolled, or if there is some other school that the foster youth attended within the

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immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, shall determine, in the best interests of the foster youth the school that shall be deemed the school of origin.

7. **Best interest:** means that, in making educational and school placement decisions for foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.
8. **Pupil participating in a newcomer program:** means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.

Within this Policy, foster/juvenile court youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a pupil participating in the newcomer program will be referred to collectively as “Foster and Mobile Youth.”

CHARTER SCHOOL LIAISON

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to the Charter School, the Governing Board shall designate a Charter School Foster and Mobile Youth liaison. The Board of Directors designates the following position as the Charter School’s liaison for Foster and Mobile Youth:

Bill Dobson
Interim Director
(619) 343-2048
bdobson@myacademy.org

The Foster and Mobile Youth Liaison or their designee shall be responsible for the following:

1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout from the Charter School of foster and mobile youth.
2. Ensure proper transfer of credits, records, and grades when students in foster care transfer to or from the Charter School.
3. When a foster and mobile youth is enrolling in the Charter School, the Foster and Mobile Youth Liaison shall contact the school last attended by the student, within two (2) business days to obtain all academic and other records. The last school attended by the foster and mobile youth shall provide all required records to the new school regardless of

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any outstanding fees, fines, textbooks, or other items or monies owed to the school last attended. When a foster and mobile youth is transferring to a new school, the Foster and Mobile Youth Liaison shall provide the student's records to the new school within two (2) business days of receiving the new school's request, regardless of any outstanding fees, fines, textbooks, or other items or monies owed to the Charter School.

4. When required by law, notify the foster and mobile youth's attorney and the appropriate representative of the county child welfare agency at least ten (10) calendar days preceding the date of the following:
 - a. An expulsion hearing for a discretionary act under the Charter School's charter.
 - b. Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under the Charter School's charter. The foster and mobile youth's attorney and the agency representative will be invited to participate.
 - c. A manifestation determination meeting prior to a change in the foster and mobile youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster and mobile youth's attorney and the agency representative will be invited to participate.
5. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
6. As needed, ensure that students in foster care receive appropriate school-based services.
7. Develop protocols and procedures for creating awareness for Charter School staff of the requirements for the proper enrollment, placement, and transfer of foster and mobile youth.
8. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the Charter School's foster and mobile youth.
9. Monitor the educational progress of foster and mobile youth and provide reports to the Director or designee and the Board of Directors based on indicators identified in the Charter School's local control and accountability plan.

This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the authority granted under state and federal law to an Educational Rights Holder, a responsible person appointed by the court to represent the child pursuant to Welfare and Institutions Code sections 319, 361 or 726, a surrogate parent, or a foster parent exercising authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

School Stability and Enrollment**Motivated Youth Academy**

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1. The Charter School will work with foster and mobile youth and their ERH to ensure that each foster and mobile youth 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. All decisions regarding a foster and mobile youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.
2. Foster and mobile 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 and mobile youth, a currently migratory child, or child of a military family seeking re-enrollment in the Charter School as their school of origin (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy).
3. A foster and mobile youth, currently migratory child, or child of a military family who seeks to transfer to the Charter School will be immediately enrolled (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy) even if the student has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to meet normal enrollment documentation (e.g. producing medical records or academic records from a previous school).
4. At the initial detention or placement, or any subsequent change in placement, a foster and mobile youth may continue in their school of origin for the duration of the court's jurisdiction. A currently migratory child or child of a military family may continue in their school of origin as long as the student meets the definition of a currently migratory child or child of a military family as described above. Foster and mobile youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the court's jurisdiction or termination of the child's status as a currently migratory child or child of a military family, as follows:
 - a. 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.
 - b. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.
5. If the foster and mobile youth, currently migratory child or child of a military family is transitioning between school grade levels, the student shall be allowed to continue in the district of origin in the same attendance area to provide the student the benefit of matriculating with the student's peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.
6. The Foster and Mobile Youth Liaison may, in consultation with and with the agreement

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of the foster and mobile youth and the ERH for the foster and mobile youth, recommend that the foster and mobile youth's right to attend the school of origin be waived and the foster and mobile youth be enrolled in any district school that the student would otherwise be eligible to attend as a resident of the school district or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster and mobile youth's best interests.

7. Prior to making any recommendation to move a foster and mobile youth from the youth's school of origin, the Foster and Mobile Youth Liaison shall provide the foster and mobile youth and the foster and mobile youth's ERH with a written explanation of the basis for the recommendation and how the recommendation serves the foster and mobile youth's best interests.
8. If any dispute arises regarding a foster and mobile youth's request to remain in the Charter School as the foster and mobile youth's school of origin, the foster and mobile youth has the right to remain in the Charter School pending resolution of the dispute. The dispute shall be resolved in accordance with the existing Charter School dispute resolution process.

Transportation

The Charter School shall not be responsible for providing transportation to allow a foster and mobile youth to attend school, unless there is an agreement with a local child welfare agency that the Charter School assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of Title 20 of the United States Code, or unless required by federal law. The Charter School is not prohibited from providing transportation, at its discretion, to allow a foster and mobile youth to attend school.

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, Charter School shall collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the foster and mobile youth.

For any student who has an individualized education program ("IEP"), the student's IEP team will determine if the student requires special education transportation as a related service regardless of the student's status.

Effect of Absences on Grades

The grades of foster and mobile youth shall not be lowered for any absence from the Charter School that is due to either of the following circumstances:

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1. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date the student left school.
2. A verified court appearance or related court-ordered activity.

Transfer of Coursework and Credits

The Charter School shall accept coursework satisfactorily completed by a foster and mobile youth while attending another public school**, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue that student full or partial credit for the coursework completed.

If the foster and mobile youth did not complete the entire course, the youth shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that the youth completed at another school unless the Charter School in consultation with the student's ERH, finds that the foster and mobile youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster and mobile youth in any particular course, the youth shall be enrolled in the same or equivalent course, if applicable, so that the youth may continue and complete the entire course.

In no event shall the Charter School prevent a foster and mobile youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

** For purposes of coursework completed by a student who is a child of a military family, "public school" includes schools operated by the United States Department of Defense.

Applicability of Graduation Requirements:

To obtain a high school diploma from the Charter School, a student must complete all courses required by the Charter School and fulfill any additional graduation requirements prescribed by the Board.

However, 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

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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. For a pupil participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in his or her third or fourth year of high school.

Within 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 ERH, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the foster and mobile youth qualifies for the exemption. If the Charter School fails to provide timely notice of the availability of the exemption, the foster and mobile youth shall be eligible for the exemption from the additional graduation requirements once notified, even if that notification occurs after the termination of the court's jurisdiction over the student, if the foster and mobile youth otherwise qualifies for the exemption.

If a foster and mobile youth is exempted from the Charter School's additional graduation requirements pursuant to this Policy and completes the statewide coursework requirements specified in Educational Code section 51225.3 before the end of the student's fourth year of high school and that student 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.

The Director or designee shall notify a foster and mobile youth and their ERH if the Charter School grants an exemption from the additional graduation requirements, how any requirements that are waived will affect the foster youth's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges.

A foster and mobile youth who would otherwise be entitled to remain in attendance at the Charter School shall not be required to accept the exemption from additional graduation requirements or be denied enrollment in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

If an eligible student is not exempted from additional graduation requirements or has previously declined the exemption pursuant to this policy, the Charter School shall exempt the student at

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any time if an exemption is requested by the foster and mobile youth and the foster and mobile youth qualifies for the exemption. Likewise, if the foster and mobile youth is exempted, the Charter School may not revoke the exemption.

If a foster and mobile youth is exempted from additional graduation requirements pursuant to this section, the exemption shall continue to apply after the termination of the court's jurisdiction over the student or after the termination of circumstances which make the student eligible while the student is enrolled in school or if the student transfers to another school, including a charter school, or school district.

The Charter School shall not require or request a foster and mobile youth to transfer schools in order to qualify for an exemption from additional graduation requirements, and no foster and mobile youth or any person acting on behalf of a foster and mobile youth may request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

Upon making a finding that a foster and mobile youth is reasonably able to complete the Charter School's graduation requirements within the student's fifth year of high school, the Director or designee shall:

1. Inform the foster and mobile youth and the student's ERH of the foster and mobile youth's option to remain in school for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Inform the foster and mobile youth and the student's ERH how remaining in school for a fifth year will affect the foster and mobile youth's ability to gain admission to a postsecondary educational institution.
3. Provide information to the foster and mobile youth about transfer opportunities available through the California Community Colleges.
4. Upon agreement with the foster and mobile youth or, if the foster and mobile youth is under 18 years of age, the ERH permits the foster and mobile youth to stay in school for a fifth year to complete the Charter School's graduation requirements.

If a juvenile court youth satisfies the requirements for high school graduation while enrolled at a juvenile court school but has elected to decline the issuance of the diploma for the purpose of taking additional coursework, the Charter School will not prevent the juvenile court youth from enrolling in the Charter School and pursuing additional coursework if requested by the youth or by the youth's ERH.

Eligibility For Extracurricular Activities**Motivated Youth Academy**

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EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY

A student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

Student Records

When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster and mobile youth from a new 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.

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 parental consent.

Complaints of Noncompliance

Complaints of noncompliance with this Policy shall be governed by the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

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Motivated Youth Academy (“MYA” or the “Charter School”) recognizes that Foster and Mobile Youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, the Charter School shall provide them with full access to the Charter School’s educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of foster youth in the Charter School’s local control and accountability plan (“LCAP”).

Definitions

1. **Foster youth:** ~~Foster youth~~ means a child who has been removed from the child’s home pursuant to California Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.
2. **Former juvenile court school pupil:** means a pupil who, upon completion of the pupil’s second year of high school, transfers from a juvenile court school to the Charter School.
3. **Child of a military family:** refers to a student who resides in the household of an active duty military member.
4. **Currently Migratory Child:** refers to a child who, within the last 12-months, has moved with an **Educational Rights Holder** ~~parent, guardian,~~ or other person having custody to the Charter School from another Local Educational Agency (“LEA”), either within California or from another state, so that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose **Educational Rights Holder** ~~parents or guardians~~ have been informed of the child’s eligibility for migrant education services. “Currently Migratory Child” includes a child who, without the **Educational Rights Holder** ~~parent/guardian,~~ has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
5. **Educational Rights Holder (“ERH”):** means a parent, guardian, responsible adult appointed by a court to make educational decisions for a minor pursuant to Welfare and Institutions Code sections 319, 361 or 726, or a person holding the right to make educational decisions for the pupil pursuant to Education Code section 56055.
6. **School of origin:** ~~School of origin~~ means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the foster youth was last enrolled, or if there is some other school that the foster youth attended

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within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, shall determine, in the best interests of the foster youth the school that shall be deemed the school of origin.

7. **Best interest:** ~~Best interest~~ means that, in making educational and school placement decisions for foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.
8. **Pupil participating in a newcomer program:** means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.

Within this Policy, foster/juvenile court youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a pupil participating in the newcomer program will be referred to collectively as “Foster and Mobile Youth.”

CHARTER SCHOOL LIAISON

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to the Charter School, the Governing Board shall designate a Charter School Foster and Mobile Youth liaison. The Board of Directors designates the following position as the Charter School's liaison for Foster and Mobile Youth:

Bill Dobson

~~Interim Director~~ Assistant Program Director

(619) ~~343-2048377-4797~~

~~bdobson@myacademy.org~~ ~~cccs.education~~

The Foster and Mobile Youth Liaison ~~or their designee~~ shall be responsible for the following:

1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout from the Charter School of foster ~~and mobile~~ youth.
2. Ensure proper transfer of credits, records, and grades when students in foster care transfer to or from the Charter School.
3. When a foster ~~and mobile~~ youth is enrolling in the Charter School, the Foster and Mobile Youth Liaison shall contact the school last attended by the student, within two (2) business days to obtain all academic and other records. The last school attended by the foster ~~and mobile~~ youth shall provide all required records to the new school regardless of

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any outstanding fees, fines, textbooks, or other items or ~~monies~~~~money~~s owed to the school last attended. When a foster ~~and mobile~~ youth is transferring to a new school, the Foster and Mobile Youth Liaison shall provide the student's records to the new school within two (2) business days of receiving the new school's request, regardless of any outstanding fees, fines, textbooks, or other items or ~~monies~~~~money~~s owed to the Charter School.

4. When required by law, notify the foster ~~and mobile~~ youth's attorney and the appropriate representative of the county child welfare agency at least ten (10) calendar days preceding the date of the following:
 - a. ~~An~~ expulsion hearing for a discretionary act under the Charter School's charter.
 - b. Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under the Charter School's charter. The foster ~~and mobile~~ youth's attorney and the agency representative will be invited to participate.
 - c. A manifestation determination meeting prior to a change in the foster ~~and mobile~~ youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster ~~and mobile~~ youth's attorney and the agency representative will be invited to participate.
5. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
6. As needed, ensure that students in foster care receive appropriate school-based services.
7. Develop protocols and procedures for creating awareness for Charter School staff of the requirements for the proper enrollment, placement, and transfer of foster ~~and mobile~~ youth.
8. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the Charter School's foster ~~and mobile~~ youth.
9. Monitor the educational progress of foster ~~and mobile~~ youth and provide reports to the Director or designee and the Board of Directors based on indicators identified in the Charter School's local control and accountability plan.

This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the authority granted under state and federal law to an ~~Educational Rights Holder~~~~parent or legal guardian retaining educational rights~~, a responsible person appointed by the court to represent the child pursuant to Welfare and Institutions Code sections 319, 361 or 726, a surrogate parent, or a foster parent exercising authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

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INSTRUCTION**6030-MYA****EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY****School Stability and Enrollment**

1. The Charter School will work with foster **and mobile** youth and their ERH to ensure that each foster **and mobile** youth 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. All decisions regarding a foster **and mobile** youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.
2. Foster **and mobile** youth, currently migratory children, and children of military families have the right to remain in their school of origin if it ~~is in their~~**is their** best interest. The Charter School will immediately enroll a foster **and mobile** youth, a currently migratory child, or child of a military family seeking re-enrollment in the Charter School as their school of origin (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy).
3. A foster **and mobile** youth, currently migratory child, or child of a military family who seeks to transfer to the Charter School will be immediately enrolled (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy) even if the student has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to meet normal enrollment documentation (e.g. producing medical records or academic records from a previous school).
4. At the initial detention or placement, or any subsequent change in placement, a foster **and mobile** youth may continue in their school of origin for the duration of the court's jurisdiction. A currently migratory child or child of a military family may continue in their school of origin as long as the student meets the definition of a currently migratory child or child of a military family as described above. Foster **and mobile** youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the court's jurisdiction or termination of the child's status as a currently migratory child or child of a military family, as follows:
 - a. 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.
 - b. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.
5. If the foster **and mobile** youth, currently migratory child or child of a military family is transitioning between school grade levels, the student shall be allowed to continue in the district of origin in the same attendance area to provide the student the benefit of matriculating with the student's peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall

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- be allowed to enroll in the school designated for matriculation in another school district.
6. The Foster and Mobile Youth Liaison may, in consultation with and with the agreement of the foster **and mobile** youth and the ERH for the foster **and mobile** youth, recommend that the foster **and mobile** youth's right to attend the school of origin be waived and the foster **and mobile** youth be enrolled in any district school that the student would otherwise be eligible to attend as a resident of the school district or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster **and mobile** youth's best interests.
 7. Prior to making any recommendation to move a foster **and mobile** youth from the youth's school of origin, the Foster and Mobile Youth Liaison shall provide the foster **and mobile** youth and the foster **and mobile** youth's ERH with a written explanation of the basis for the recommendation and how the recommendation serves the foster **and mobile** youth's best interests.
 8. If any dispute arises regarding a foster **and mobile** youth's request to remain in the Charter School as the foster **and mobile** youth's school of origin, the foster **and mobile** youth has the right to remain in the Charter School pending resolution of the dispute. The dispute shall be resolved in accordance with the existing Charter School dispute resolution process.

Transportation

The Charter School shall not be responsible for providing transportation to allow a foster **and mobile** youth to attend school, unless there is an agreement with a local child welfare agency that the Charter School assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of Title 20 of the United States Code, or unless required by federal law. The Charter School is not prohibited from providing transportation, at its discretion, to allow a foster **and mobile** youth to attend school.

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, Charter School shall collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the foster **and mobile** youth.

For any student who has an individualized education program ("IEP"), the student's IEP team will determine if the student requires special education transportation as a related service regardless of the student's status.

Effect of Absences on Grades**Motivated Youth Academy**

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The grades of foster **and mobile** youth shall not be lowered for any absence from the Charter School that is due to either of the following circumstances:

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date the student left school.
2. A verified court appearance or related court-ordered activity.

Transfer of Coursework and Credits

The Charter School shall accept coursework satisfactorily completed by a **fFoster and mMobile yYouth** while attending another public school**, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue that student full or partial credit for the coursework completed.

If the **fFoster and mMobile yYouth** did not complete the entire course, the youth shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that the youth completed at another school unless the Charter School in consultation with the student's ERH, finds that the foster **and mobile** youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a **fFoster and mMobile yYouth** in any particular course, the youth shall be enrolled in the same or equivalent course, if applicable, so that the youth may continue and complete the entire course.

In no event shall the Charter School prevent a **fFoster and mMobile yYouth** from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

** For purposes of coursework completed by a student who is a child of a military family, "public school" includes schools operated by the United States Department of Defense.

Applicability of Graduation Requirements:

To obtain a high school diploma from the Charter School, a student must complete all courses required by the Charter School and fulfill any additional graduation requirements prescribed by the Board.

However, **fFoster and mMobile yYouth** 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

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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~~ 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. For a pupil participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in his or her third or fourth year of high school.

Within 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 ERH, and where applicable, the student’s social worker or probation officer, of the availability of the exemption and whether the ~~Foster and Mobile Youth~~ foster and mobile youth qualifies for the exemption. If the Charter School fails to provide timely notice of the availability of the exemption, the ~~Foster and Mobile Youth~~ foster and mobile youth shall be eligible for the exemption from the additional graduation requirements once notified, even if that notification occurs after the termination of the court’s jurisdiction over the student, if the ~~Foster and Mobile Youth~~ foster and mobile youth otherwise qualifies for the exemption.

If a ~~Foster and Mobile Youth~~ foster and mobile youth is exempted from the Charter School’s additional graduation requirements pursuant to this Policy and completes the statewide coursework requirements specified in Educational Code section 51225.3 before the end of the student’s fourth year of high school and that student 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.

The Director or designee shall notify a ~~Foster and Mobile Youth~~ foster and mobile youth and their ERH if the Charter School grants an exemption from the additional graduation requirements, how any requirements that are waived will affect the foster youth's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges.

A ~~Foster and Mobile Youth~~ foster and mobile youth who would otherwise be entitled to remain in attendance at the Charter School shall not be required to accept the exemption from additional graduation requirements or be denied enrollment in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

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If an eligible student is not exempted from additional graduation requirements or has previously declined the exemption pursuant to this policy, the Charter School shall exempt the student at any time if an exemption is requested by the foster and mobile youth and the foster and mobile youth qualifies for the exemption. Likewise, if the foster and mobile youth is exempted, the Charter School may not revoke the exemption.

If a foster and mobile youth is exempted from additional graduation requirements pursuant to this section, the exemption shall continue to apply after the termination of the court's jurisdiction over the student or after the termination of circumstances which make the student eligible while the student is enrolled in school or if the student transfers to another school, including a charter school, or school district.

The Charter School shall not require or request a foster and mobile youth to transfer schools in order to qualify for an exemption from additional graduation requirements, and no foster and mobile youth or any person acting on behalf of a foster and mobile youth may request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

Upon making a finding that a foster and mobile youth is reasonably able to complete the Charter School's graduation requirements within the student's fifth year of high school, the Director or designee shall:

1. Inform the foster and mobile youth and the student's ERH of the foster and mobile youth's option to remain in school for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Inform the foster and mobile youth and the student's ERH how remaining in school for a fifth year will affect the foster and mobile youth's ability to gain admission to a postsecondary educational institution.
3. Provide information to the foster and mobile youth about transfer opportunities available through the California Community Colleges.
4. Upon agreement with the foster and mobile youth or, if the foster and mobile youth is under 18 years of age, the ERH permits the foster and mobile youth to stay in school for a fifth year to complete the Charter School's graduation requirements.

If a juvenile court youth satisfies the requirements for high school graduation while enrolled at a juvenile court school but has elected to decline the issuance of the diploma for the purpose of taking additional coursework, the Charter School will not prevent the juvenile court youth from

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enrolling in the Charter School and pursuing additional coursework if requested by the youth or by the youth's ERH.

Eligibility For Extracurricular Activities


A student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

Student Records

When the Charter School receives a transfer request and/or student records request for the educational information and records of a **foster and mobile youth** ~~foster youth~~ from a new 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** ~~Foster and Mobile Youth~~.

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 parental consent.

Complaints of Noncompliance

Complaints of noncompliance with this Policy shall be governed by the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office. 

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Coversheet

Approval of 2024-2025 Memorandum of Understanding (MOU) between Access Inc, KRA Corporation and Motivated Youth Academy

Section: VIII. Education/Student Services
Item: A. Approval of 2024-2025 Memorandum of Understanding (MOU)
 between Access Inc, KRA Corporation and Motivated Youth Academy
Purpose: Vote
Submitted by: Bill Dobson
Related Material:
 2024-2025 MOU between KRA, Access Inc. and Motivated Youth Academy.pdf

BACKGROUND:

The purpose of this Memorandum of Understanding (MOU) is to formalize a collaborative relationship between KRA Corporation (KRA), Motivated Youth Academy (MY Academy), and Access Inc. (Access). This MOU documents the details of their partnership, aiming to enhance the umbrella of resources available through the Possibility Project and provide MY Academy students with a new pathway to Workforce Innovations and Opportunity Act (WIOA) youth programs.

KRA Corporation: KRA is a national leader in workforce development, known for its outcome-driven models that leverage resources and relationships across various business platforms to create innovative program solutions. Their mission is to deliver comprehensive employment resources and support services to young adults in San Diego County, including those enrolled in MY Academy. The goal is to empower and equip these individuals with the tools needed to succeed in their transition to adulthood. KRA's services are designed to be individualized and adaptable, addressing a wide spectrum of needs. Since 2021, KRA has partnered with MY Academy to offer the Possibility Project to eligible students.

Access Inc.: Access is a San Diego-based 501(c)(3) organization dedicated to addressing the needs of the most vulnerable and underserved populations in San Diego County. Their mission is to promote self-sufficiency and economic independence through education and employment opportunities. Established in 1967, Access has successfully operated various federal, state, county, and city grants providing community and economic development programs for low-income individuals. Since 2016, Access has operated WIOA youth programs under contracts awarded by the San Diego Workforce Partnership (SDWP), serving the entire San Diego County as the designated youth contractor. They provide education, training, and employment services to over 1,000 Opportunity Youth annually, ages 14-24.

By leveraging the resources and expertise of KRA Corporation, MY Academy, and Access Inc., this partnership aims to provide increased opportunities for eligible MY Academy students. This collaborative effort will strengthen the support system for the Possibility Project, ensuring that students have access to the necessary resources to achieve their educational and career goals.

RECOMMENDATION:

It is recommended the Board approve this 2024-2025 Memorandum of Understanding (MOU) between KRA Corporation (KRA), Access Inc. (Access), and Motivated Youth Academy (#1628).

Fiscal Impact: None

MEMORANDUM of UNDERSTANDING

1) Purpose of Memorandum

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative relationship between KRA Corporation (KRA), Motivated Youth Academy (MY Academy) and Access Inc. (Access). 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. 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.

KRA is a national leader in Workforce Development. KRA's outcome-driven models leverage resources and relationships across many business platforms to create innovative program solutions. Our mission is to deliver comprehensive employment resources and support services to the young adult San Diego County enrolled in MY Academy. The goal is to empower and equip these deserving individuals with the tools they need to succeed in their transition to adulthood. Our services are designed to be both individualized and adaptable, addressing a wide spectrum of needs.

Access is a San Diego, CA based 501(c)(3) organization whose mission is to address the needs of the most vulnerable and underserved populations in San Diego County by promoting self-sufficiency and economic independence through education and employment opportunities. Established in 1967, Access has consistently and successfully operated federal, state, county and city grants providing community and economic development programs for low-income individuals, through workforce development, education, and financial literacy. Most recently, since 2016 Access has operated Workforce Innovations and Opportunity Act (WIOA) youth programs under contracts awarded by the San Diego Workforce Partnership (SDWP), and we currently serve the entire San Diego County as the designated youth contractor to provide education, training and employment services to more than 1,000 Opportunity Youth age 14-24, annually.

3) Roles and Responsibilities

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

MY Academy will:

- Provide appropriate client referrals to the KRA.
- Provide student contact information as needed, to meet with mutual clients.

- Provide information on community-based events and provide registration opportunities to referrals from KRA and/or Access.
- Provide access to data on dual relationship clients.

KRA will:

- Provide employment and training resources and support to client referrals from MY Academy.
- List MY Academy and Access as an organizational partner on the KRA website and/or social media channels.
- Support MY Academy and Access by attending partner-sponsored community-based events.
- Will register participants in CalJOBS and provide pathways to Access' programs where appropriate.
- Provide data on dual relationship clients.

Access will:

- Provide information on Access community-based events and provide registration opportunities to enroll in WIOA Title I Youth programs as appropriate and wherever eligible.
- Provide data on dual relationship clients.

4) All three 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
- KRA: Terrance Bowens, Program Manager, tbowens@kra.com or their designee
- Access: Kristie Buckley, President/CEO, kbuckley@access2jobs.org 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, KRA and MY Academy and Access 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

Terrance Bowens, Program Manager, and Date:
KRA Corporation

Kristie Buckley, President/CEO, and Date:
Access Inc.

Coversheet

Approval of 2024-2025 Memorandum of Understanding (MOU) between Southern California American Indian Resource Center, Inc (SCAIR) and Motivated Youth Academy

Section: VIII. Education/Student Services
Item: B. Approval of 2024-2025 Memorandum of Understanding (MOU)
 between Southern California American Indian Resource Center, Inc (SCAIR) and Motivated Youth Academy
Purpose: Vote
Submitted by: Bill Dobson
Related Material: 2024-2025 MOU between SCAIR and Motivated Youth Academy.pdf

BACKGROUND:

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative relationship between the Southern California American Indian Resource Center, Inc. (SCAIR) and Motivated Youth Academy. This MOU will document the details of their partnership, enhancing the resources available to eligible MY Academy students and providing an additional pathway to Workforce Innovations and Opportunity Act (WIOA) youth programs.

Southern California American Indian Resource Center, Inc. (SCAIR) is a non-profit 501(c)(3) community-based tribal organization, established in 1997 under the authority of P.L. 93-638, the Indian Self-Determination and Education Act of 1976.

SCAIR's mission is to provide career, educational, cultural, mental health, and supportive services to Native Americans, Alaska Natives, Hawaiian Natives, and their families throughout San Diego County. SCAIR assists participants in reaching personal and professional goals by overcoming individual barriers and challenges. The organization is a "one-stop-shop," allowing both adults and youth to receive services that aid them in various aspects of life, setting them up for success. Services may be offered at SCAIR's Center in El Cajon, virtually, or at approved school campus sites.

SCAIR is designated by the United States Department of Labor, Employment and Training Administration, Division of Indian and Native American Programs (DINAP) to provide Workforce Innovation and Opportunity Act (WIOA) Program services through SCAIR's Native NetWORKS Program. Adults and youth are supported in identifying interests and strengths and in taking necessary steps to achieve their career goals and obtain a livable wage.

SCAIR provides Tribal TANF (Temporary Assistance for Needy Families) Program services to eligible participants through a contract with the Southern California Tribal Chairmen's Association (SCTCA). Training ranges from job search, GED prep, Microsoft Office certification, DMV test prep, parenting, and more, based on individual needs.

Leveraging the resources of SCAIR will provide increased opportunities to eligible MY Academy students.

RECOMMENDATION:

It is recommended that the Board approve the 2024-2025 Memorandum of Understanding (MOU) between the Southern California American Indian Resource Center, Inc. (SCAIR) and Motivated Youth Academy (#1628).

Fiscal Impact: None

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 Southern California American Indian Resource Center (SCAIR). 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.

Southern California American Indian Resource Center, Inc. (SCAIR) is a non-profit 501(c)(3) community-based tribal organization, established in 1997 under the authority of P.L. 93-638, the Indian Self Determination and Education Act of 1976.

SCAIR's mission is to provide career, educational, cultural, mental health and supportive services to Native Americans/ Alaska Natives/ Hawaiian Natives and their families, throughout San Diego County.

SCAIR works to assist Participants in reaching personal and professional goals, by overcoming individual barriers and challenges. The organization is a "one-stop-shop," allowing both adults and youth to receive services to aid them in various aspects of life in order to set them up for success. Services may be offered at SCAIR's Center in El Cajon, virtually, or at approved school campus sites.

One-on-one academic tutorial services and clinical mental health counseling services are provided by SCAIR for K-12 Youth and their families, as a designated American Indian Education Center (AIEC), authorized under the California Department of Education. Tobacco-Use Prevention Education and Cultural Education are offered through SCAIR's Sacred Pipe Tobacco-Use Prevention Education (TUPE) Program.

SCAIR is designated by the United States Department of Labor, Employment and Training Administration, Division of Indian and Native American Programs (DINAP) to provide Workforce Innovation and Opportunity Act (WIOA) Program services, through SCAIR's Native NetWORKS Program. Adults and Youth are supported in identifying interests and strengths, and supported in taking necessary steps to help them achieve their career goals and obtain a liveable wage.

SCAIR provides Tribal TANF (Temporary Assistance for Needy Families) Program Services to eligible Tribal TANF Participants through a contract with the Southern California Tribal Chairmen's Association (SCTCA). Training ranges

from Job Search, GED Prep, Microsoft Office Certification, DMV Test Prep, Parenting, and more, based on individual needs.

Through SCAIR's HOWKA Program, eligible Participants may receive assistance with food vouchers, clothing and other emergency supportive services. The Howka CSBG Program is made possible through a subcontract with the Northern California Indian Development Council in Eureka, CA.

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 SCAIR.
- Provide information on community-based events and provide registration opportunities to referrals from SCAIR.
- Provide equitable access for eligible SCAIR referrals to free public education culminating in a high school diploma.
- Support SCAIR by attending partner sponsored community-based events.
- Provide student contact information as needed, to meet with mutual clients, in accordance with FERPA.
- Provide access to data on dual relationship clients, in accordance with FERPA.

SCAIR will:

- Provide SCAIR resources and support to participant referrals from MY Academy.
- Provide information on SCAIR community-based events and provide registration opportunities to Enroll in WIOA program services as appropriate and where ever eligible.
- 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
- SCAIR: Wanda Michaelis, Executive Director, wanda@scairinc.org 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 SCAIR 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

Wanda Michaelis, Executive Director, and Date:
Southern California American Indian Resource Center