



MY Academy

Board of Directors Study Session

Published on April 2, 2026 at 10:05 PM PDT

Date and Time

Thursday April 9, 2026 at 9:00 AM PDT

Location

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

Join by telephone or via the Zoom conferencing link below:

Join Zoom Meeting

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

Dial by your location

+16694449171,,6224484724# US

+12532158782,,6224484724# US (Tacoma)

Meeting ID: 622 448 4724

MISSION STATEMENT

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

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

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

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

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

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

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

Agenda

	Purpose	Presenter	Time
I. Opening Items			9:00 AM
A. 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			9:02 AM
A. Led by Board President or designee		Board President	1 m
III. Land Acknowledgment			9:03 AM
A. Land Acknowledgment read by Gigi Lenz, Operations and Program Manager		Gigi Lenz	1 m
IV. Approve/Adopt Agenda			9:04 AM
A. Approval of the Agenda for April 9, 2026 Board of Directors Study Session	Vote	Board President	1 m
It is recommended the Board approve the agenda for the April 9, 2026, Board of Directors Study Session as presented for Motivated Youth Academy (#1628).			

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

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

V. Public Comments/Recognition/Reports

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

VI. Oral Presentations

9:05 AM

- | | | | |
|--|---------|-------------|-----|
| A. Annual Review of Director and Chief Executive Officer Job Descriptions and Employee Agreements | Discuss | Gigi Lenz | 8 m |
| B. Review the Ralph M. Brown Act (Government Code § 54950 et seq.) | Discuss | Bill Dobson | 2 m |

Effective January 1, 2026, California charter school governing boards were required to comply with updated provisions of the Ralph M. Brown Act (Government Code § 54950 et seq.).

In January, each board member was provided with a digital copy of the Brown Act for their records. In addition, a hard copy is maintained in the school office, and a copy is included in the board binder provided for each meeting to support ongoing compliance with legal requirements and to uphold transparency and accountability to the community.

	Purpose	Presenter	Time
<p>The Board may review and/or discuss the updated provisions or any other element of the Ralph M. Brown Act (Government Code § 54950 et seq.).</p>			
C.	Announcement of 2026 Graduation Ceremony Dates, Times, and Locations	FYI Bill Dobson	2 m
<p>Motivated Youth Academy is pleased to announce the 2026 graduation ceremonies, which will be held across four regional clusters to better serve our students and families. This approach reflects our ongoing commitment to equity, access, and meaningful family engagement.</p>			
<p>June 1, 2026 5:00 pm "East Cluster" Campo Education Center, 36210 BIA Rd 10, Campo, CA 91906</p>			
<p>June 2, 2026 5:00 pm "North Cluster" Fairfield Inn & Suites by Marriott Menifee, 30140 Town Center Dr, Menifee, CA 92584</p>			
<p>June 3, 2026 5:00 pm "West Cluster" San Marcos Community Center, 3 Civic Center Dr., San Marcos, CA 92069</p>			
<p>June 4, 2026 5:00 pm "South Cluster" The Salvation Army Ray & Joan Kroc Corps Community Center, 6753 University Ave, San Diego, CA 92115</p>			

VII. Board Governance 9:17 AM

A.	Approval of the Fifth Amended and Restated Bylaws of Motivated Youth Academy	Vote Bill Dobson	2 m
<p>It is recommended the Board approve the Fifth Amended and Restated Bylaws for Motivated Youth Academy (#1628).</p>			
<p>Fiscal Impact: None</p>			
<p>Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz</p>			

	Purpose	Presenter	Time
Larry Alvarado			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			
B.	Approval of Resolution No. 2026-001, Increasing Motivated Youth Academy’s Board of Directors’ Stipend, Effective January 1, 2026	Vote Bill Dobson	2 m
It is recommended the Board approve Resolution No. 2026-001, Increasing Board of Directors’ Stipend, Effective January 1, 2026 for Motivated Youth Academy (#1628).			
Fiscal Impact: \$50.00 per Board Member Monthly \$3,000.00 annually beginning in SY2026-27. (Applying this retroactively to January 1, 2026 will have a fiscal impact of \$1,500.00 on the SY2025-26 budget.)			
C.	Approval of Motivated Youth Academy Board of Directors Manual (Revised)	Vote Bill Dobson	2 m
It is recommended the Board approve the Board of Directors Manual for Motivated Youth Academy (#1628).			
Fiscal Impact: None			
Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz Larry Alvarado			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

VIII. Consent

9:23 AM

A.	Consent - Business/Financial Services	Vote Board President	1 m
1. Approval of Board on Track Subscription (Renewal)			
2. Approval of Fairfield by Marriott Sales Agreement			
B.	Consent - Education/Student Services	Vote Board President	1 m
1. Approval of APLUS+ Membership (Renewal)			
2. Approval of Kintone Service Order			

	Purpose	Presenter	Time
C. Consent - Personnel Services	Vote	Board President	1 m

1. Approval of Memorandum of Understanding (MOU) with Reach University

Consent items listed under A through C 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 _____

IX. Business/Financial Services 9:26 AM

A. Approval of Keyn Solutions Information Technology Management Service Provider Agreement (Extension)	Vote	Bill Dobson	2 m
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It is recommended the Board approve the Keyn Solutions Information Technology Management Service Provider Agreement (Extension) for Motivated Youth Academy (#1628).

Fiscal Impact: estimated \$17,584.32 (before true-ups)

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

X. Education/Student Services 9:28 AM

A. Approval of the California Charter Schools Association (CCSA) Membership (Renewal)	Vote	Bill Dobson	1 m
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Purpose Presenter Time

It is recommended the Board approve the California Charter Schools Association (CCSA) Membership (two-year renewal) for Motivated Youth Academy (#1628).

Fiscal Impact: \$15,998.50

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

XI. Personnel Services

9:29 AM

- A.** Approval of 2026-2027 Strategic Staffing Plan Vote Gigi Lenz 4 m

It is recommended the Board approve the Strategic Staffing Plan for Motivated Youth Academy (#1628).

Fiscal Impact: \$5,271,692.00 (projected maximum cost if fully implemented)

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

XII. Next Board Meeting

The next Regular Board Meeting will be held on May 14, 2026.

XIII. Closing Items

9:33 AM

- A.** Adjourn Meeting Vote Board President 1 m

Roll Call Vote:

William Hall

Michael Humphrey

	Purpose	Presenter	Time
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

Led by Board President or designee

Section: II. Pledge of Allegiance
Item: A. Led by Board President or designee
Purpose:
Submitted by:
Related Material: Flag slide.pdf



Coversheet

Land Acknowledgment read by Gigi Lenz, Operations and Program Manager

Section: III. Land Acknowledgment
Item: A. Land Acknowledgment read by Gigi Lenz, Operations and Program Manager
Purpose:
Submitted by:
Related Material: Land Acknowledgment 3.jpg

Land Acknowledgment

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

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



Coversheet

Annual Review of Director and Chief Executive Officer Job Descriptions and Employee Agreements

Section: VI. Oral Presentations
Item: A. Annual Review of Director and Chief Executive Officer Job Descriptions and Employee Agreements
Purpose: Discuss
Submitted by: Gigi Lenz
Related Material: Director Job Description For Board review 04.9.2026.pdf
W Dobson - MYA EA Director - 2025-26 For Board review 04.9.2026.pdf
Chief Executive Officer Job Description For Board review 04.9.2026.pdf
W Dobson - MYA EA CEO - 2025-26 For Board review 04.9.2026.pdf
2026-27 MYA Administrative Salary Schedule.pdf

BACKGROUND:

Presented for Board review are the employment contracts and job descriptions for the Director and Chief Executive Officer (CEO) roles, which are currently held by one individual within the organization. While these positions are filled by the same person, they represent two distinct roles with separate responsibilities—one focused on the operational leadership of the school and the other on broader organizational and nonprofit governance and strategy. The CEO role is currently structured as a voluntary position.

Both job descriptions have undergone prior review for language; however, a comprehensive evaluation of the roles, including scope, structure, and alignment, has not yet been conducted. Additionally, the administrative salary schedule is included for reference. While adjustments have been made in recent years to reflect schoolwide increases, a full classification and compensation study—incorporating market comparisons, analysis of duties, and required knowledge, skills, and abilities—has not been completed.

At this time, the Board is being asked to review and discuss these materials. It is recommended that the organization consider conducting a comprehensive classification and compensation study, particularly for these leadership roles, to ensure clarity, alignment, and competitiveness within the broader educational and nonprofit landscape.



Director

Job Description

Reports To: Board of Directors

FLSA Status: Exempt

School Classification: Certificated Administration

Work Year: 12 Months

Location: Remote work with mandatory in-person meetings, training, and events, requiring regular commuting within Southern California.

Position Summary

The Director is the lead administrator responsible for upholding the mission, vision, and values of the charter school and the nonprofit corporation. This role entails guiding educational and operational strategies, promoting student success, and overseeing fiscal responsibilities. The Director ensures compliance with state and federal regulations, manages school policies, and fosters relationships with educational and community partners.

Distinguishing Characteristics

The Director combines the responsibilities of overseeing daily school operations and the strategic direction of the nonprofit. This role involves financial oversight, educational program development, staff leadership, and community engagement, ensuring both academic excellence and organizational sustainability.

Minimum Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

- Bachelor's degree required; Master's or higher in administration/supervision preferred
- Valid California state teaching and school administrator credentials
- Minimum of five years of leadership experience in education or related field
- Proven financial, administrative, and personnel management skills

General Skills

- A collaborative team member with a passion for continuous learning.
- Flexible and adaptable to changing environments.
- Receptive to diverse perspectives and goals.
- Skilled in resolving conflicts effectively.
- Committed to upholding the School's vision and mission with integrity.

Essential Duties and Responsibilities

The Director is responsible for articulating and implementing the charter school's strategic vision and educational goals, managing fiscal resources to ensure sound financial practices and compliance, and leading the development and evaluation of academic and enrichment programs. This role includes fostering positive relationships with staff, students, families, and community partners, overseeing staff recruitment, development, and evaluation, maintaining open and effective communication with all educational partners, and ensuring compliance with educational standards, laws, and board policies.

Director Job Description
Board Approval: 03/25

Leadership

In the realm of financial and operational management, the Director works closely with Fiscal Services and the Board to ensure school programs are financially viable, overseeing budget preparation and financial reporting. For student and community engagement, the role involves supporting faculty to deliver comprehensive student services and actively promoting the charter school to foster community involvement

and development opportunities. Compliance and governance responsibilities include adhering to legal and board governance standards, as well as managing the preparation and reporting of educational compliance documents.

The Director possesses a strong understanding of educational leadership, strategic planning, and policy development, coupled with effective communication, team coordination, and problem-solving skills. In terms of reasoning ability, the individual is adept at analyzing data, formulating conclusions, and making informed decisions to guide the organization's strategic direction and operational effectiveness.

Use of Computer Technology

Skilled in using educational software, Google Suite applications, Microsoft Office, and web-based tools for effective teaching and communication.

Physical Demands

The role requires meeting certain physical demands to perform job functions effectively. These include auditory and verbal communication, manual dexterity, computer and machinery operation, visual acuity for reading and student observation, flexibility for bending, kneeling, or crouching, as well as the ability to sit or stand for long durations. The position involves lifting up to 25 pounds independently and, with support, managing heavier loads. Additionally, driving to student meetings is necessary. Reasonable accommodations are available to support individuals with disabilities in fulfilling these requirements.

Work Environment

This position operates in a virtual home office environment requiring a flexible schedule and the ability to travel for student support, meetings, and school events. The role involves moderate noise levels, indoor and outdoor work in varying temperatures, and the necessity for personal transportation capable of 200-mile daily travel. Reasonable accommodations are provided for those with disabilities.

Hazards

Employees may encounter challenging interactions with dissatisfied individuals

Employee Acknowledgement

The job description provided is not exhaustive and serves as a guide for the primary responsibilities and expectations of the position. Employees may be required to undertake additional tasks, follow supplementary instructions, and engage in other related duties as directed by their supervisor.

Employee Signature

Printed Name

Date

Director Job Description
Board Approval: 03/25



Annual Employment Contract Update

500 La Terraza Blvd. #150, Escondido, CA 92025

At-Will (Exempt/Non-Exempt)

Employee Information

Name (Employee):

William Dobson

Title (Position):

Director

FLSA Status:

Exempt

Classification:

Admin

Recitals

This Agreement reflects the parties' mutual understanding of the employment relationship for the 2025-2026 school year. It updates the Employee's previous employment agreement while maintaining all original terms except where expressly modified below.

1. Term of Employment

Assignment Start Date:

July 1, 2025

Proposed End Date:

June 30, 2026

Work Year (Days):

220 Days

Work Year (Months):

12 Months

Full-Time Equivalent (FTE):

1.00

2. Compensation

Hourly Rate:

N/A

Daily Rate:

N/A

Annual Salary:

\$156,674.97

Salary Grade/Step:

Step 5

Additional Pay/Assignment:

N/A

Cell/Internet Stipend:

\$600 Annually

Education Stipend:

\$1,500.00 Annually

Medical Benefits Stipend:

\$20,000.00 Annually / \$1,666.67 Monthly

Sick Leave Accrual:

8 hours per pay period

Retirement Eligibility:

STRS with optional 403(b)/457(b)

Employer Retirement Contribution:

STRS + up to 5% match on 457(b)

3. Position Duties and Expectations

Employee agrees to perform the duties described in the job description for the above position (see Exhibit A), along with any additional responsibilities as assigned by Employer. Employee agrees to uphold Employer's mission and to work in compliance with Employer policies, laws, and regulations.

4. Employment Status

Employee's employment is at-will and may be terminated by either party at any time with or without cause and with or without notice, in accordance with the terms outlined in the original employment agreement.

5. Required Disclosures

Employee affirms that they meet all credentialing, licensure, and legal qualification requirements for the assigned position in accordance with the Charter Schools Act and applicable regulations. Employment is contingent upon continued maintenance and verification of these qualifications.

Nothing in this Agreement, or any policies or practices of the Employer, shall be interpreted to limit the at-will nature of the employment relationship. No representative of the Employer has the authority to alter the at-will nature of the employment unless by a written agreement expressly authorized by the Board. Employee understands that, as a public charter school employee, certain employment-related records and compensation details may be subject to disclosure under the California Public Records Act.

Employee acknowledges that they are a mandated reporter under California Penal Code §11166 and must report any suspected child abuse or neglect in accordance with state law. Failure to do so may result in legal penalties.

Motivated Youth Academy is an equal opportunity employer. Employment decisions are made without regard to race, color, religion, sex, gender identity, sexual orientation, national origin, age, disability, or any other classification protected by law.

Employee agrees to avoid any conflicts of interest, including but not limited to accepting employment from parents or guardians of enrolled students without prior written approval from the Employer. - Employee acknowledges that any disputes arising from this Agreement will be resolved through binding arbitration, as outlined herein and in the Employee Handbook. Employee has had an opportunity to review the arbitration provision and consult with counsel if desired.

Employment is contingent upon providing satisfactory evidence of identity and legal authorization to work in the United States as required by federal immigration law.

Employee acknowledges receipt and understanding of the Employee Handbook and agrees to comply with all school policies, procedures, and directives. If a conflict exists between this Agreement and the Handbook, this Agreement shall prevail.

6. Signatures

EMPLOYEE APPROVAL

Signature:

Bill Dobson

Printed Name:

Bill Dobson

Date:

06-26-2025

EMPLOYER APPROVAL

Director or Designee:

Bill Dobson

Title:

Interim Director

Date:

06-26-2025



Director

Job Description

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Director Job Description
Board Approval:

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Bill Dobson

Bill Dobson

06-26-2025

Employee Signature

Printed Name

Date

Director Job Description
Board Approval:



Motivated Youth Academy | 2025-2026 | CERTIFICATED WORK YEAR CALENDAR - 12 MONTHS (220 DAYS)

JULY					22	22	AUGUST					21	21	SEPTEMBER					21	21	
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	
	1	2	3	4	3	3					1	1	1	2	3	4	5		4	4	
7	8	9	10	11	5	5	4	5	6	7	8	5	5	8	9	10	11	12	5	5	
14	15	16	17	18	5	5	11	12	13	14	15	5	5	15	16	17	18	19	5	5	
21	22	23	24	25	5	5	18	19	20	21	22	5	5	22	23	24	25	26	5	5	
28	29	30	31		4	4	25	26	27	28	29	5	5	29	30				2	2	
OCTOBER					23	23	NOVEMBER					14	14	DECEMBER					15	15	
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	
		1	2	3	3	3						0	0	1	2	3	4	5	5	5	
6	7	8	9	10	5	5	3	4	5	6	7	5	5	8	9	10	11	12	5	5	
13	14	15	16	17	5	5	10	12	13	14		4	4	15	16	17	18	19	5	5	
20	21	22	23	24	5	5	17	18	19	20	21	5	5						0	0	
27	28	29	30	31	5	5						0	0						0	0	
JANUARY					19	19	FEBRUARY					19	19	MARCH					22	22	
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	
					0	0	2	3	4	5	6	5	5	2	3	4	5	6		5	5
5	6	7	8	9	5	5	9	10	11	12	13	5	5	9	10	11	12	13	5	5	
12	13	14	15	16	5	5	17	18	19	20		4	4	16	17	18	19	20	5	5	
	20	21	22	23	4	4	23	24	25	26	27	5	5	23	24	25	26	27	5	5	
26	27	28	29	30	5	5						0	0	30	31				2	2	
APRIL					17	17	MAY					21	22	JUNE					19	19	
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	
		1	2	3	3	3				1	2	2	2	1	2	3	4	5	5	5	
					0	0	5	6	7	8	9	5	5	8	9	10	11	12	5	5	
13	14	15	16	17	5	5	12	13	14	15	16	5	5	15	16	17			3	3	
20	21	22	23	24	5	5	19	20	21	22	23	5	5	23	24	25	26	27	5	5	
27	28	29	30		4	4	27	28	29	30		4	5	30					1	1	

HOLIDAYS + IMPORTANT DATES:	
9/1/2025	Labor Day
11/11/2025	Veterans Day
11/27-11/28/2025	Thanksgiving Day + Friday after Thanksgiving
12/24-12/25/2025	Christmas Eve/Day
12/31/2025 + 1/1/2026	New Year's Eve/Day
1/19/2026	Martin Luther King Jr.
2/16/2026	Presidents Day
5/25/2026	Memorial Day
6/19/2026	Juneteenth
7/4/2026	Independence Day
7/1/2025	First Day
6/30/2026	Last Day

Calendar Days (M-F)	261
Total Holidays	13
Total Compensated Days	234
Total Work Days	220
Days to Plant	14

Employee must be in paid status before and after the date of the holiday in order to be eligible for holiday pay.

Assignment start and end dates are dependent on the program.

75% - last day to start is September 29, 2025

Board Approved:



Administrative Salary Schedule 2025-2026

CLASSIFICATION	Work Year	1		2		3		4		5		6	
		Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual
Assistant Director	220	\$ 466.05	\$ 102,532.05	\$ 480.04	\$105,608.01	\$ 494.44	\$108,776.25	\$ 509.27	\$112,039.54	\$ 524.55	\$115,400.73	\$ 540.29	\$118,862.75
Director/CEO	220	\$ 632.74	\$ 139,203.68	\$ 651.73	\$143,379.80	\$ 671.28	\$147,681.19	\$ 691.42	\$152,111.62	\$ 712.16	\$156,674.97	\$ 733.52	\$161,375.22
Executive Director	220	\$ 749.74	\$ 164,943.38	\$ 772.23	\$169,891.68	\$ 795.40	\$174,988.43	\$ 819.26	\$180,238.08	\$ 843.84	\$185,645.22	\$ 869.16	\$191,214.58
Chief Executive Officer	220	\$ 949.29	\$ 208,844.59	\$ 977.77	\$215,109.93	\$1,007.11	\$221,563.23	\$1,037.32	\$228,210.12	\$ 1,068.44	\$235,056.43	\$ 1,100.49	\$242,108.12
Step Factor	1.03												

Education Stipend:	
Effective 7/1/19 certificated personnel in possession of a educationally related advanced degree from an accredited college or university will receive an annual stipend.	
Master's	\$1,500.00
Master's + Doctorate	\$3,000.00
Employees serving in positions that are 50% FTE or greater are eligible for the education stipend.	

CERTIFICATE *of* SIGNATURE

REF. NUMBER
DMWYW-CTWKK-S8LBG-4Z3BS

DOCUMENT COMPLETED BY ALL PARTIES ON
26 JUN 2025 20:35:19 UTC

SIGNER

BILL DOBSON

EMAIL
BDOBSON@MYACADEMY.ORG

SHARED VIA
LINK

TIMESTAMP

SENT
25 JUN 2025 19:19:23 UTC

VIEWED
25 JUN 2025 19:39:25 UTC

SIGNED
26 JUN 2025 20:35:19 UTC

SIGNATURE



IP ADDRESS
68.6.200.159

LOCATION
RAMONA, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
25 JUN 2025 19:39:25 UTC





Chief Executive Officer

Job Description

Reports To:	Board of Directors
FLSA Status:	Exempt
School Classification:	Administration
Work Schedule:	12 Months
Location:	Remote Office, in-person student and staff meetings

Position Summary

The Chief Executive Officer (CEO) serves at the discretion of the Board of Directors, adhering to federal and state regulations. The CEO ensures effective communication across all levels of the organization, with school districts, state entities, and the Board to maintain compliance with policies, laws, and regulations. This role involves guiding the leadership team in defining the organization's mission, vision, and culture, overseeing fiscal responsibilities, and spearheading communications and strategic planning for growth and sustainability. The CEO also leads the strategic development and implementation efforts of the non-profit, focusing on educational excellence, student success, and the expansion of charter school initiatives.

Distinguishing Characteristics

The Chief Executive Officer (CEO) has a distinct role, reporting directly to the Board of Directors and providing the Executive Director with guidance, support, and mentorship, particularly on significant projects and initiatives. The CEO acts as a bridge, enhancing professional connections, ensuring consistent communication with the Board and the sponsoring district or Local Education Agency (LEA), and advising the Board on strategic decisions.

In contrast, the Executive Director serves as the chief administrator within the charter school group, overseeing all facets of the schools' operations. This includes upholding the charter's mission, goals, and values; managing the financial health of the school and ensuring prudent financial practices; evaluating the performance of students and staff, and leading necessary enhancements in academic programs and instruction. Additionally, the role involves engaging with the community and families to promote the schools, fostering relationships that enhance student engagement opportunities.

Minimum Qualifications

- Possession of a Master's degree or higher in administration and supervision, with a preference for an advanced degree in educational leadership.
- A minimum of five years of successful experience in organizational leadership, administration, supervision, finance, and personnel management, with school district leadership experience highly valued.
- Proven track record in designing and implementing professional development programs aimed at leadership growth and fostering a positive organizational culture.
- Demonstrated ability in formulating and implementing an organization's mission, vision, and core values, along with strategic planning and evaluation for sustained growth.

Chief Executive Officer Job Description
Board Approved 03/25



- A valid California Driver's License, with proof of insurance and access to a reliable, insured vehicle as per California regulations.
- Mandatory state and federal background clearance (LiveScan) as required by the Education Code Section 44237, with clearance confirmation from Human Resources required before commencing work.
- A recent TB test result, obtained within the last 60 days, with subsequent tests every four years as per Education Code Section 49406.

General Skills

- A collaborative team member with a passion for continuous learning.
- Flexible and adaptable to changing environments.
- Receptive to diverse perspectives and goals.
- Skilled in resolving conflicts effectively.
- Committed to upholding the School's vision and mission with integrity.

Essential Duties and Responsibilities

Upholding Mission:

The individual in this role is committed to articulating and advocating for the charter school's mission, goals, and principles to staff, board members, authorizing districts, county offices, and professional networks throughout the state. By fostering a collective vision among all community and educational partners that aligns with the school's foundational values, this position aims to cultivate and enhance positive, supportive relationships with staff and educational partners, thereby advancing the school's objectives. Furthermore, the role entails offering direction and assistance to ensure the school faithfully embodies its stated mission, vision, and core values in its operations and educational practices.

Administrative Responsibilities:

In this role, the individual serves as an essential advisor to the Board, ensuring they receive comprehensive updates on every facet of the charter school(s) such as programs, practices, and prevailing issues, thus providing the critical data and analysis needed for informed decision-making along with strategic recommendations. The responsibilities include steering the creation, execution, and evaluation of significant initiatives aimed at advancing the quality of educational offerings to achieve student success. This entails managing the formulation and amendment of policies for Board endorsement, ensuring adherence to current laws and best practices, and conducting periodic policy reviews to stay in sync with legislative amendments. The role demands strategic planning and policy implementation to ensure smooth operations, resource optimization, and enhanced productivity, all in collaboration with business advisors. Acting as a bridge, the position involves close collaboration with the leadership and board members for legal counsel on operational issues, guiding strategic growth in areas such as charter renewals, human resources, and infrastructure. The commitment to staying updated with educational trends through ongoing education, networking, and conference participation is crucial, as is the organization and involvement in professional development workshops to boost both organizational and staff capabilities. Furthermore, the role emphasizes the importance of fostering a positive, communicative environment amongst all staff, encouraging a culture of innovation, collaboration, and creative problem-solving within the school community.



District Liaison:

The role involves enhancing the public image of charter schools within the organization through engagement with professional networks, legislative bodies, social media, and community activities, promoting positive relations statewide. Acting as a bridge between the schools and authorizing Local Education Agencies (LEAs), the individual fosters clear communication by organizing regular meetings with school superintendents and expanding professional networks across the state. Responsibilities also include orchestrating an annual kickoff event for the leadership team of school and the authorizing LEAs, as well as participating in school district administrative and board meetings upon request, ensuring the district is kept informed about any changes, progress, or new initiatives.

Financial Management:

Guided by insights from the business services provider, this role is pivotal in managing the nonprofit's financial operations to guarantee efficient functioning, robust internal controls, fiscal health, and enduring sustainability. The individual actively engages in financial oversight and strategic planning discussions with each authorizing school district and participates in SELPA CEO council meetings on a regular schedule. Responsibilities also include orchestrating the annual budget preparation for the school(s), presenting it to the Board with comprehensive details for its adoption, and subsequently ensuring its diligent administration. The position involves providing assistance with all financial aspects, including compliance reporting on attendance, handling purchases, managing expenses and reimbursements, overseeing payroll, and addressing insurance matters. Moreover, the role encompasses supervising the timely submission of necessary state and federal reports and annual audits, facilitating report delivery to relevant districts, county education offices, or state agencies, and directing the preservation of all legally and policy-mandated records.

Compliance and Board Governance:

This role entails ensuring adherence to all board policies, corporation bylaws, state and federal laws, and overseeing the completion and reporting of state and federal student assessments within required deadlines. The individual will guide staff in creating and submitting crucial documents like SARC, LCAP, and WASC, ensuring their accuracy and overseeing their presentation to relevant authorities. The position also involves verifying that school leaders are upholding policies to maintain consistent student attendance. Responsibilities include managing the independent fiscal audit process, from preparation to presentation to various educational boards and authorities. The role includes collaborating with board members on meeting agendas and study sessions, ensuring legal compliance, and maintaining, storing, and providing access to all board records and correspondence. Additionally, the individual will manage board member terms, support annual meetings, aid in new member recruitment, onboard new members, and offer professional development tailored to their roles, while also contributing to the development of annual board goals and objectives.

Personnel Assistance:

In collaboration with the leadership team, the role involves recommending personnel decisions regarding hiring, retention, disciplinary actions, or termination to the Board of Directors, ensuring such decisions comply with board policies and are backed by thorough documentation. The position is also responsible for fostering an environment that supports continuous professional development for staff, mediating conflict resolution when necessary, and overseeing the staff evaluation process to ensure it aligns with the organization's goals and board policies. Additionally, the role includes managing staffing plans and positions in accordance with the approved budget, adjusting staffing in response to

Chief Executive Officer Job Description
Board Approved 03/25



fluctuations in state and federal funding, and working with the leadership team to anticipate staffing requirements based on projected student enrollment growth.

Other Duties:

- Supervises, coordinates, and evaluates assigned non-profit employees and non-CalSTRS members.
- Report all formal disciplinary actions involving students or staff to the school's Human Resources Department, assist in resolving complaints from students, parents, and staff promptly, and ensure adherence to legal requirements including the California Penal Code Section 11166, Education Code, Labor Code, FLSA, FEHA, EDD, and Title IX Compliance.
- Ensure timely response to all school-related communications, including written correspondence, phone calls, voicemails, and emails, within 24 business hours.
- Undertake additional tasks as required.

Knowledge and Abilities

Successful job performance requires an individual to effectively carry out each critical task, backed by a deep understanding of business and management principles tailored to strategic planning, resource allocation, leadership, and team coordination. Familiarity with relevant laws, regulations, compliance mandates, budget management, and human resources practices, including recruitment, training, and benefits, is essential. Additionally, proficiency in customer service, quality evaluation, effective communication, and public speaking is crucial.

The individual must excel in clearly conveying information both verbally and in writing, interpreting and applying regulations, fostering collaborative relationships, and making informed decisions. The ability to adhere to schedules, implement strategic initiatives, and engage with stakeholders is key. Skills in financial analysis, report writing, mediation, and policy improvement are required, along with maintaining up-to-date knowledge on relevant legislation and safeguarding confidential information.

Reasoning Ability

Evaluate the costs and benefits of potential actions, formulate options, and choose or advise on the best course of action. Analyze issues, gather data, ascertain facts, and formulate sound conclusions. Interpret a wide range of technical instructions, whether mathematical or diagrammatic, and manage multiple abstract and concrete variables.

Use of Computer Technology

Skilled in using educational software, Google Suite applications, Microsoft Office, and web-based tools for effective teaching and communication.

Physical Demands

The role requires meeting certain physical demands to perform job functions effectively. These include auditory and verbal communication, manual dexterity, computer and machinery operation, visual acuity for reading and student observation, flexibility for bending, kneeling, or crouching, as well as the ability to sit or stand for long durations. The position involves lifting up to 25 pounds independently and, with support, managing heavier loads. Additionally, driving to student meetings is necessary. Reasonable accommodations are available to support individuals with disabilities in fulfilling these requirements.

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Work Environment

This position operates in a virtual home office environment requiring a flexible schedule and the ability to travel for student support, meetings, and school events. The role involves moderate noise levels, indoor and outdoor work in varying temperatures, and the necessity for personal transportation capable of 200-mile daily travel. Reasonable accommodations are provided for those with disabilities.

Hazards

Employees may encounter challenging interactions with dissatisfied individuals

Employee Acknowledgement

The job description provided is not exhaustive and serves as a guide for the primary responsibilities and expectations of the position. Employees may be required to undertake additional tasks, follow supplementary instructions, and engage in other related duties as directed by their supervisor.

Employee Signature

Printed Name

Date



Annual Employment Contract Update

500 La Terraza Blvd. #150, Escondido, CA 92025

At-Will (Exempt/Non-Exempt)

Employee Information

Name (Employee):

William Dobson

Title (Position):

Chief Executive Officer

FLSA Status:

Volunteer

Classification:

Admin

Recitals

This Agreement reflects the parties' mutual understanding of the employment relationship for the 2025-2026 school year. It updates the Employee's previous employment agreement while maintaining all original terms except where expressly modified below.

1. Term of Employment

Assignment Start Date:

July 1, 2025

Proposed End Date:

June 30, 2026

Work Year (Days):

220 Days

Work Year (Months):

12 Months

Full-Time Equivalent (FTE):

1.00

2. Compensation

Hourly Rate:

N/A

Daily Rate:

N/A

Annual Salary:

N/A

Salary Grade/Step:

N/A

Additional Pay/Assignment:

N/A

Cell/Internet Stipend:

N/A

Education Stipend:

N/A

Medical Benefits Stipend:

N/A

Sick Leave Accrual:

N/A

Retirement Eligibility:

N/A

Employer Retirement Contribution:

N/A

3. Position Duties and Expectations

Employee agrees to perform the duties described in the job description for the above position (see Exhibit A), along with any additional responsibilities as assigned by Employer. Employee agrees to uphold Employer's mission and to work in compliance with Employer policies, laws, and regulations.

4. Employment Status

Employee's employment is at-will and may be terminated by either party at any time with or without cause and with or without notice, in accordance with the terms outlined in the original employment agreement.

5. Required Disclosures

Employee affirms that they meet all credentialing, licensure, and legal qualification requirements for the assigned position in accordance with the Charter Schools Act and applicable regulations. Employment is contingent upon continued maintenance and verification of these qualifications.

Nothing in this Agreement, or any policies or practices of the Employer, shall be interpreted to limit the at-will nature of the employment relationship. No representative of the Employer has the authority to alter the at-will nature of the employment unless by a written agreement expressly authorized by the Board. Employee understands that, as a public charter school employee, certain employment-related records and compensation details may be subject to disclosure under the California Public Records Act.

Employee acknowledges that they are a mandated reporter under California Penal Code §11166 and must report any suspected child abuse or neglect in accordance with state law. Failure to do so may result in legal penalties.

Motivated Youth Academy is an equal opportunity employer. Employment decisions are made without regard to race, color, religion, sex, gender identity, sexual orientation, national origin, age, disability, or any other classification protected by law.

Employee agrees to avoid any conflicts of interest, including but not limited to accepting employment from parents or guardians of enrolled students without prior written approval from the Employer. - Employee acknowledges that any disputes arising from this Agreement will be resolved through binding arbitration, as outlined herein and in the Employee Handbook. Employee has had an opportunity to review the arbitration provision and consult with counsel if desired.

Employment is contingent upon providing satisfactory evidence of identity and legal authorization to work in the United States as required by federal immigration law.

Employee acknowledges receipt and understanding of the Employee Handbook and agrees to comply with all school policies, procedures, and directives. If a conflict exists between this Agreement and the Handbook, this Agreement shall prevail.

6. Signatures

EMPLOYEE APPROVAL

Signature:

Bill Dobson

Printed Name:

Bill Dobson

Date:

06-26-2025

EMPLOYER APPROVAL

Director or Designee:

Bill Dobson

Title:

Interim Director

Date:

06-26-2025



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Board Approved March 2024



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Chief Executive Officer Job Description
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The job description provided is not exhaustive and serves as a guide for the primary responsibilities and expectations of the position. Employees may be required to undertake additional tasks, follow supplementary instructions, and engage in other related duties as directed by their supervisor.

<u>Bill Dobson</u>	<u>Bill Dobson</u>	<u>06-26-2025</u>
Employee Signature	Printed Name	Date



Motivated Youth Academy | 2025-2026 | CERTIFICATED WORK YEAR CALENDAR - 12 MONTHS (220 DAYS)

JULY					22	22	AUGUST					21	21	SEPTEMBER					21	21
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
	1	2	3		3	3					1	1	1		2	3	4	5	4	4
7	8	9	10	11	5	5	4	5	6	7	8	5	5	8	9	10	11	12	5	5
14	15	16	17	18	5	5	11	12	13	14	15	5	5	15	16	17	18	19	5	5
21	22	23	24	25	5	5	18	19	20	21	22	5	5	22	23	24	25	26	5	5
28	29	30	31		4	4	25	26	27	28	29	5	5	29	30				2	2
OCTOBER					23	23	NOVEMBER					14	14	DECEMBER					15	15
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
		1	2	3	3	3						0	0	1	2	3	4	5	5	5
6	7	8	9	10	5	5	3	4	5	6	7	5	5	8	9	10	11	12	5	5
13	14	15	16	17	5	5	10		12	13	14	4	4	15	16	17	18	19	5	5
20	21	22	23	24	5	5	17	18	19	20	21	5	5						0	0
27	28	29	30	31	5	5						0	0						0	0
JANUARY					19	19	FEBRUARY					19	19	MARCH					22	22
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
					0	0	2	3	4	5	6	5	5	2	3	4	5	6	5	5
5	6	7	8	9	5	5	9	10	11	12	13	5	5	9	10	11	12	13	5	5
12	13	14	15	16	5	5		17	18	19	20	4	4	16	17	18	19	20	5	5
	20	21	22	23	4	4	23	24	25	26	27	5	5	23	24	25	26	27	5	5
26	27	28	29	30	5	5						0	0	30	31				2	2
APRIL					17	17	MAY					21	22	JUNE					19	19
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
		1	2	3	3	3				1	2	2	2	1	2	3	4	5	5	5
					0	0	5	6	7	8	9	5	5	8	9	10	11	12	5	5
13	14	15	16	17	5	5	12	13	14	15	16	5	5	15	16	17			3	3
20	21	22	23	24	5	5	19	20	21	22	23	5	5	23	24	25	26	27	5	5
27	28	29	30		4	4		27	28	29	30	4	5	30					1	1

HOLIDAYS + IMPORTANT DATES:	
9/1/2025	Labor Day
11/11/2025	Veterans Day
11/27-11/28/2025	Thanksgiving Day + Friday after Thanksgiving
12/24-12/25/2025	Christmas Eve/Day
12/31/2025 + 1/1/2026	New Year's Eve/Day
1/19/2026	Martin Luther King Jr.
2/16/2026	Presidents Day
5/25/2026	Memorial Day
6/19/2026	Juneteenth
7/4/2026	Independence Day
7/1/2025	First Day
6/30/2026	Last Day

Calendar Days (M-F)	261
Total Holidays	13
Total Compensated Days	234
Total Work Days	220
Days to Plant	14

Employee must be in paid status before and after the date of the holiday in order to be eligible for holiday pay.

Assignment start and end dates are dependent on the program.

75% - last day to start is September 29, 2025

Board Approved:



Administrative Salary Schedule 2025-2026

CLASSIFICATION	Work Year	1		2		3		4		5		6	
		Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual
Assistant Director	220	\$ 466.05	\$ 102,532.05	\$ 480.04	\$105,608.01	\$ 494.44	\$108,776.25	\$ 509.27	\$112,039.54	\$ 524.55	\$115,400.73	\$ 540.29	\$118,862.75
Director/CEO	220	\$ 632.74	\$ 139,203.68	\$ 651.73	\$143,379.80	\$ 671.28	\$147,681.19	\$ 691.42	\$152,111.62	\$ 712.16	\$156,674.97	\$ 733.52	\$161,375.22
Executive Director	220	\$ 749.74	\$ 164,943.38	\$ 772.23	\$169,891.68	\$ 795.40	\$174,988.43	\$ 819.26	\$180,238.08	\$ 843.84	\$185,645.22	\$ 869.16	\$191,214.58
Chief Executive Officer	220	\$ 949.29	\$ 208,844.59	\$ 977.77	\$215,109.93	\$1,007.11	\$221,563.23	\$1,037.32	\$228,210.12	\$ 1,068.44	\$235,056.43	\$ 1,100.49	\$242,108.12
Step Factor	1.03												

Education Stipend:	
Effective 7/1/19 certificated personnel in possession of a educationally related advanced degree from an accredited college or university will receive an annual stipend.	
Master's	\$1,500.00
Master's + Doctorate	\$3,000.00
Employees serving in positions that are 50% FTE or greater are eligible for the education stipend.	

CERTIFICATE *of* SIGNATURE

REF. NUMBER
YNKYH-JPJRG-KWCDZ-RNVUV

DOCUMENT COMPLETED BY ALL PARTIES ON
27 JUN 2025 00:40:59 UTC

SIGNER

BILL DOBSON

EMAIL
BDOBSON@MYACADEMY.ORG

TIMESTAMP

SENT
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Administrative Salary Schedule 2025-2026

CLASSIFICATION	Work Year	1		2		3		4		5		6	
		Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual
Assistant Director	220	\$ 466.05	\$ 102,532.05	\$ 480.04	\$ 105,608.01	\$ 494.44	\$ 108,776.25	\$ 509.27	\$ 112,039.54	\$ 524.55	\$ 115,400.73	\$ 540.29	\$ 118,862.75
Director/CEO	220	\$ 632.74	\$ 139,203.68	\$ 651.73	\$ 143,379.80	\$ 671.28	\$ 147,681.19	\$ 691.42	\$ 152,111.62	\$ 712.16	\$ 156,674.97	\$ 733.52	\$ 161,375.22
Executive Director	220	\$ 749.74	\$ 164,943.38	\$ 772.23	\$ 169,891.68	\$ 795.40	\$ 174,988.43	\$ 819.26	\$ 180,238.08	\$ 843.84	\$ 185,645.22	\$ 869.16	\$ 191,214.58
Chief Executive Officer	220	\$ 949.29	\$ 208,844.59	\$ 977.77	\$ 215,109.93	\$1,007.11	\$ 221,563.23	\$ 1,037.32	\$ 228,210.12	\$ 1,068.44	\$ 235,056.43	\$ 1,100.49	\$ 242,108.12
Step Factor	1.03												

Education Stipend:	
Effective 7/1/19 certificated personnel in possession of a educationally related advanced degree from an accredited college or university will receive an annual stipend.	
Master's	\$1,500.00
Master's + Doctorate	\$3,000.00
Employees serving in positions that are 50% FTE or greater are eligible for the education stipend.	

Coversheet

Review the Ralph M. Brown Act (Government Code § 54950 et seq.)

Section: VI. Oral Presentations
Item: B. Review the Ralph M. Brown Act (Government Code § 54950 et seq.)
Purpose: Discuss
Submitted by: Bill Dobson
Related Material: Brown Act with acknowledgement page.pdf

BACKGROUND:

California charter school governing boards are required to comply with the Brown Act because they are considered legislative bodies of a local public agency under California law. The Brown Act (California Government Code §54950 et seq.) ensures the public's right to attend and participate in meetings of local governing bodies.

As public schools funded with public dollars and performing a governmental function, charter schools must operate transparently. Courts and the California Attorney General have affirmed that charter school boards are subject to the Brown Act to ensure open meetings, proper notice of agendas, and opportunities for public comment.

In January, each board member was provided with a digital copy of the Brown Act for their records. In addition, a hard copy is maintained in the school office, and a copy is included in the board binder provided for each meeting to support ongoing compliance with legal requirements and to uphold transparency and accountability to the community.

RECOMMENDATION:

The Board may review and/or discuss the updated provisions or any other element of the Ralph M. Brown Act (Government Code § 54950 et seq.).

Fiscal Impact: None



THE RALPH M. BROWN ACT AND RELATED STATUTES (AS OF JANUARY 2026)

WHAT'S NEW?

A message from Procopio, Cory, Hargreaves & Savitch LLP:

The Ralph M. Brown Act (“Brown Act”) requires the meetings of the governing bodies of local agencies to be open and public. This booklet is intended as a reference guide to assist local agencies in navigating the open meeting requirements, and exceptions, contained in the Brown Act and related statutes.

New in 2026, Senate Bill 707 (2025) now requires public agencies to distribute the Brown Act to their governing board members. Agencies are welcome to use and distribute this booklet to meet those requirements.

Agencies are also invited to use the “safe harbor” closed session descriptions on pages 15-17 of this booklet when agendizing closed session items.

This booklet contains the Brown Act in its entirety as of January 1, 2026. The changes and updates enacted by Senate Bill 707 were intended to modernize the Brown Act, including:

- New mandatory distribution of the Brown Act to board members, per Gov. Code § 54952.7.
- Codification of remote participation exception for board members with disabilities in Gov. Code § 54953.
- Changes to “just cause” remote participation rules, now contained in Gov. Code §§ 54953.8.3 and 54953.8.
- Changes to teleconferencing rules during emergencies, now contained in Gov. Code §§ 54953.8.2 and 54953.8.
- Extension of social media rules in Gov. Code § 54952.2.
- Clarity regarding oral report of executive compensation, per Gov. Code § 54953.
- Clarity regarding right to remove disruptive individuals, per Gov. Code §§ 54957.95 and 54957.96.
- Additional requirements in Gov. Code § 54953.4 applicable only to “eligible legislative bodies” as defined therein.

Please email or call any of the attorneys in our Education and Public Agencies practice groups if we can be of service to you or your organization.

Sincerely,

Greta Proctor
Procopio, Cory, Hargreaves, and Savitch
Practice Group Leader, Education and Public Agencies
greta.proctor@procopio.com
(310) 382-5321



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RALPH M. BROWN ACT (Government Code)

Section 54950

Declaration of intent

In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly. The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.

Section 54950.5

Name of Law

This chapter shall be known as the Ralph M. Brown Act.

Section 54951

Local agency defined

As used in this chapter, "local agency" means a county, city, whether general law or chartered, city and county, town, school district, municipal corporation, district, political subdivision, or any board, commission or agency thereof, or other local public agency.

Section 54952

Legislative body defined

Committees

As used in this chapter, "legislative body" means:

(a) The governing body of a local agency or any other local body created by state or federal statute.
 (b) A commission, committee, board, or other body of a local agency, whether permanent or temporary, decisionmaking or advisory, created by charter, ordinance, resolution, or formal action of a legislative body. However, advisory committees, composed solely of the members of the legislative body that are less than a quorum of the legislative body are not legislative bodies, except that standing committees of a legislative body, irrespective of their composition, which have a continuing subject matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body are legislative bodies for purposes of this chapter.

Nonprofits, LLCs

(c) (1) A board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity that either:

(A) Is created by the elected legislative body in order to exercise authority that may lawfully be delegated by the elected governing body to a private corporation, limited liability company, or other entity.

(B) Receives funds from a local agency and the membership of whose governing body includes a member of the legislative body of the local agency appointed to that governing body as a full voting member by the legislative body of the local agency.

(2) Notwithstanding subparagraph (B) of paragraph (1), no board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity that receives funds from a local agency and, as of February 9, 1996, has a member of the legislative body of the local agency as a full voting member of the governing body of that private corporation, limited liability company, or other entity shall be relieved from the public meeting requirements of this chapter by virtue of a change in status of the full voting member to a nonvoting member.

Hospital lessees

(d) The lessee of any hospital the whole or part of which is first leased pursuant to subdivision (p) of Section 32121 of the Health and Safety Code after January 1, 1994, where the lessee exercises any material authority of a legislative body of a local agency delegated to it by that legislative body whether the lessee is organized and operated by the local agency or by a delegated authority.

Section 54952.1

Duties of elected members before seated

Any person elected to serve as a member of a legislative body who has not yet assumed the duties of office shall conform his or her conduct to the requirements of this chapter and shall be treated for purposes of enforcement of this chapter as if he or she has already assumed office.

Section 54952.2

What is a meeting?

Meeting through technology

(a) As used in this chapter, "meeting" means any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

(b) (1) A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

(2) Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.

(3) (A) Paragraph (1) shall not be construed as preventing a member of the legislative body from engaging in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body provided that a majority of the members of the legislative body do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body. A member of the legislative body shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.

(B) For purposes of this paragraph, all of the following definitions shall apply:

(i) "Discuss among themselves" means communications made, posted, or shared on an internet-based social media platform between members of a legislative body, including comments or use of digital icons that express reactions to communications made by other members of the legislative body.

(ii) "Internet-based social media platform" means an online service that is open and accessible to the public.

(iii) "Open and accessible to the public" means that members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the internet-based social media platform determines that an individual violated its protocols or rules.

(c) Nothing in this section shall impose the requirements of this chapter upon any of the following:

(1) Individual contacts or conversations between a member of a legislative body and any other person that do not violate subdivision (b).

(2) The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency. Nothing in this paragraph is intended to allow members of the public free admission to a conference or similar gathering at which the organizers have required other participants or registrants to pay fees or charges as a condition of attendance.

(3) The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(4) The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(5) The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(6) The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.

Section 54952.2
What is a meeting?
(continued)

Exceptions

Community meeting

Another agency

Social occasions

Observers

(a) A legislative body that has convened a meeting and whose membership constitutes a quorum of any other legislative body may convene a meeting of that other legislative body, simultaneously or in serial order, only if a clerk or a member of the convened legislative body verbally announces, prior to convening any simultaneous or serial order meeting of that subsequent legislative body, the amount of compensation or stipend, if any, that each member will be entitled to receive as a result of convening the simultaneous or serial meeting of the subsequent legislative body and identifies that the compensation or stipend shall be provided as a result of convening a meeting for which each member is entitled to collect compensation or a stipend. However, the clerk or member of the legislative body shall not be required to announce the amount of compensation if the amount of compensation is prescribed in statute and no additional compensation has been authorized by a local agency.

(b) For purposes of this section, compensation and stipend shall not include amounts reimbursed for actual and necessary expenses incurred by a member in the performance of the member's official duties, including, but not limited to, reimbursement of expenses relating to travel, meals, and lodging.

Section 54952.3
Simultaneous meetings

As used in this chapter, "action taken" means a collective decision made by a majority of the members of a legislative body, a collective commitment or promise by a majority of the members of a legislative body to make a positive or a negative decision, or an actual vote by a majority of the members of a legislative body when sitting as a body or entity, upon a motion, proposal, resolution, order or ordinance.

Section 54952.6
What is action?

A local agency shall provide a copy of this chapter to any person elected or appointed to serve as a member of a legislative body of the local agency.

Section 54952.7
Distributing copies

Section 54953

Meetings to be open and public; attendance

Traditional teleconferencing

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.
 (b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.
 (2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:
 (A) All votes taken during a teleconferenced meeting shall be by rollcall.
 (B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.
 (C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.
 (D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.
 (3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as expressly provided in this chapter.

Disability accommodation for board members

(4) The teleconferencing requirements of this subdivision shall not apply to remote participation described in subdivision (c).
 (c) (1) Nothing in this chapter shall be construed to prohibit a member of a legislative body with a disability from participating in any meeting of the legislative body by remote participation as a reasonable accommodation pursuant to any applicable law.
 (2) A member of a legislative body participating in a meeting by remote participation pursuant to this subdivision shall do both of the following:
 (A) The member shall participate through both audio and visual technology, except that any member with a disability, as defined in Section 12102 of Title 42 of the United States Code, may participate only through audio technology if a physical condition related to their disability results in a need to participate off camera.
 (B) The member shall disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any of those individuals.
 (3) Remote participation under this subdivision shall be treated as in-person attendance at the physical meeting location for all purposes, including any requirement that a quorum of the legislative body participate from any particular location. The provisions of subdivision (b) and Sections 54953.8 to 54953.8.7, inclusive, shall not apply to remote participation under this subdivision.
 (d) (1) No legislative body shall take action by secret ballot, whether preliminary or final.
 (2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

Oral report of executive compensation

(3) (A) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of either of the following during the open meeting in which the final action is to be taken:
 (i) A local agency executive, as defined in subdivision (d) of Section 3511.1.
 (ii) A department head or other similar administrative officer of the local agency.
 (B) This paragraph shall not affect the public's right under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

Definitions

(e) For purposes of this section, both of the following definitions apply:
 (1) "Disability" means a physical disability or a mental disability as those terms are defined in Section 12926 and used in Section 12926.1, or a disability as defined in Section 12102 of Title 42 of the United States Code.
 (2) (A) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.
 (B) Notwithstanding subparagraph (A), "teleconference" does not include one or more members watching or listening to a meeting via webcasting or any other similar electronic medium that does not permit members to interactively speak, discuss, or deliberate on matters.
 (3) "Remote participation" means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting.

The provisions of this chapter shall not be construed to prohibit the members of the legislative body of a local agency from giving testimony in private before a grand jury, either as individuals or as a body.

**Section 54953.1
Testimony of members
before grand jury**

All meetings of a legislative body of a local agency that are open and public shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

**Section 54953.2
Compliance with ADA**

A member of the public shall not be required, as a condition to attendance at a meeting of a legislative body of a local agency, to register his or her name, to provide other information, to complete a questionnaire, or otherwise to fulfill any condition precedent to his or her attendance.

**Section 54953.3
No conditions to attending
meeting**

If an attendance list, register, questionnaire, or other similar document is posted at or near the entrance to the room where the meeting is to be held, or is circulated to the persons present during the meeting, it shall state clearly that the signing, registering, or completion of the document is voluntary, and that all persons may attend the meeting regardless of whether a person signs, registers, or completes the document.

Sign-in voluntary

(a) The Legislature finds and declares that public access, including through translation of agendas as required by this section, is necessary for an informed populace. The Legislature encourages local agencies to adopt public access requirements that exceed the requirements of this chapter by translating additional languages, employing human translators, and conducting additional outreach.

**Section 54953.4
Public access
requirements**
(operative until January 1,
2030)

(b) (1) In addition to any other applicable requirements of this chapter, a meeting held by a eligible legislative body pursuant to this chapter shall comply with both of the following requirements:

(A) (i) (I) (ia) All open and public meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform, except if adequate telephonic or internet service is not operational at the meeting location. If adequate telephonic or internet service is operational at the meeting location during only a portion of the meeting, the legislative body shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform during that portion of the meeting.

Telephonic or audiovisual
platforms

(ib) (Ia) On or before July 1, 2026, an eligible legislative body shall approve at a noticed public meeting in open session, not on the consent calendar, a policy regarding disruption of telephonic or internet service occurring during meetings subject to this sub-subclause. The policy shall address the procedures for recessing and reconvening a meeting in the event of disruption and the efforts that the eligible legislative body shall make to attempt to restore the service.

Policy on disruptions

(Ib) If a disruption of telephonic or internet service that prevents members of the public from attending or observing the meeting via the two-way telephonic service or two-way audiovisual platform occurs during the meeting, the eligible legislative body shall recess the open session of the meeting for at least one hour and make a good faith attempt to restore the service. The eligible legislative body may meet in closed session during this period. The eligible legislative body shall not reconvene the open session of the meeting until at least one hour following the disruption, or until telephonic or internet service is restored, whichever is earlier.

(Ic) Upon reconvening the open session, if telephonic or internet service has not been restored, the eligible legislative body shall adopt a finding by rollcall vote that good faith efforts to restore the telephonic or internet service have been made in accordance with the policy adopted pursuant to sub-sub-subclause (Ia) and that the public interest in continuing the meeting outweighs the public interest in remote public access.

(II) Subclause (I) does not apply to a meeting that is held to do any of the following:

Exceptions

(ia) Attend a judicial or administrative proceeding to which the local agency is a party.

(ib) Inspect real or personal property provided that the topic of the meeting is limited to items directly related to the real or personal property.

(ic) Meet with elected or appointed officials of the United States or the State of California, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction.

(id) Meet in or nearby a facility owned by the agency, provided that the topic of the meeting is limited to items directly related to the facility.

(ie) Meet in an emergency situation pursuant to Section 54956.5.

(ii) If an eligible legislative body elects to provide a two-way audiovisual platform, the eligible legislative body shall publicly post and provide a call-in option, and activate any automatic captioning function during the meeting if an automatic captioning function is included with the two-way audiovisual platform. If an eligible legislative body does not elect to provide a two-way audiovisual platform, the eligible legislative body shall provide a two-way telephonic service for the public to participate in the meeting, pursuant to subclause (I).

Call-in option and
automatic captioning

(B) (i) All open and public meetings for which attendance via a two-way telephonic service or a two-way audiovisual platform is provided in accordance with paragraph (1) shall provide the public with an opportunity to provide public comment in accordance with Section 54954.3 via the two-way telephonic or two-way audiovisual platform, and ensure the opportunity for the members of the public participating via a two-way telephonic or two-way audiovisual platform to provide public comment with the same time allotment as a person attending a meeting in person.

Public comment

Section 54953.4

Public access requirements

(continued)

Translation assistance

(2) (A) An eligible legislative body shall reasonably assist members of the public who wish to translate a public meeting into any language or wish to receive interpretation provided by another member of the public, so long as the interpretation is not disrupting to the meeting, as defined in Section 54957.95. The eligible legislative body shall publicize instructions on how to request assistance under this subdivision. Assistance may include any of the following, as determined by the eligible legislative body:

(i) Arranging space for one or more interpreters at the meeting location.

(ii) Allowing extra time during the meeting for interpretation to occur.

(iii) Ensuring participants may utilize their personal equipment or reasonably access facilities for participants to access commercially available interpretation services.

(B) This section does not require an eligible legislative body to provide interpretation of any public meeting, however, an eligible legislative body may elect to provide interpretation of any public meeting.

(C) The eligible legislative body is not responsible for the content or accuracy of any interpretation facilitated, assisted with, or provided under this subdivision. An action shall not be commenced or maintained against the eligible legislative body arising from the content or accuracy of any interpretation facilitated, assisted with, or provided under this subdivision.

Encouraging participation of underrepresented and non-English-speaking communities

(3) An eligible legislative body shall take the following actions to encourage residents, including those in underrepresented communities and non-English-speaking communities, to participate in public meetings:

(A) Have in place a system for electronically accepting and fulfilling requests for meeting agendas and documents pursuant to Section 54954.1 through email or through an integrated agenda management platform. Information about how to make a request using this system shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(B) (i) Create and maintain an accessible internet webpage dedicated to public meetings that includes, or provides a link to, all of the following information:

(I) A general explanation of the public meeting process for the eligible legislative body.

(II) An explanation of the procedures for a member of the public to provide in-person or remote oral public comment during a public meeting or to submit written public comment.

(III) A calendar of all public meeting dates with calendar listings that include the date, time, and location of each public meeting.

(IV) The agenda posted online pursuant to paragraph (2) of subdivision (a) of Section 54954.2.

(ii) The eligible legislative body shall include a link to the webpage required by subparagraph (A) on the home page of the eligible legislative body's internet website.

(C) (i) Make reasonable efforts, as determined by the legislative body, to invite groups that do not traditionally participate in public meetings to attend those meetings, which may include, but are not limited to, all the following:

(I) Media organizations that provide news coverage in the jurisdiction of the eligible legislative body, including media organizations that serve non-English-speaking communities.

(II) Good government, civil rights, civic engagement, neighborhood, and community group organizations, or similar organizations that are active in the jurisdiction of the eligible legislative body, including organizations active in non-English-speaking communities.

(ii) Legislative bodies shall have broad discretion in the choice of reasonable efforts they make under this subparagraph. No action shall be commenced or maintained against an eligible legislative body arising from failing to provide public meeting information to any specific group pursuant to this subparagraph.

Agenda translation

(c) (1) (A) The agenda for each meeting of an eligible legislative body shall be translated into all applicable languages, and each translation shall be posted in accordance with Section 54954.2. Each translation shall include instructions in the applicable language describing how to join the meeting by the telephonic or internet-based service option, including any requirements for registration for public comment.

(B) The accessible internet webpage provided under subparagraph (B) of paragraph (3) of subdivision (b) shall be translated into all applicable languages, and each translation shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(2) A translation made using a digital translation service shall satisfy the requirements of paragraph (1).

(3) The eligible legislative body shall make available a physical location that is freely accessible to the public in reasonable proximity to the physical location in which the agenda and translations are posted as described in paragraph (1), and shall allow members of the public to post additional translations of the agenda in that location.

(4) The eligible legislative body is not responsible for the content or accuracy of any translation provided pursuant to this subdivision. No action shall be commenced or maintained against an eligible legislative body arising from the content, accuracy, posting, or removal of any translation provided by the eligible legislative body or posted by any person pursuant to this subdivision.

(5) For the purposes of this section, the agenda does not include the entire agenda packet.

(d) This section shall not be construed to affect or supersede any other applicable civil rights, nondiscrimination, or public access laws.

Definitions

(e) For purposes of this section, all of the following definitions apply:

- (1) (A) “Applicable languages” means languages, according to data from the most recent American Community Survey, spoken jointly by 20 percent or more of the applicable population, provided that 20 percent or more of the population that speaks that language in that city or county speaks English less than “very well.”
- (B) For the purposes of subparagraph (A), the applicable population shall be determined as follows:
- (i) For an eligible legislative body that is a city council or county board of supervisors, the applicable population shall be the population of the city or county.
- (ii) For an eligible legislative body of a special district, the applicable population shall be either of the following, at the discretion of the board of directors of the special district:
- (I) The population of the county with the greatest population within the boundaries of the special district.
- (II) The population of the service area of the special district, if the special district has the data to determine what languages spoken by the population within its service area meet the requirements of paragraph (A).
- (C) If more than three languages meet the criteria set forth in subparagraph (A), “applicable languages” shall mean the three languages described in subparagraph (A) that are spoken by the largest percentage of the population.
- (D) An eligible legislative body may elect to determine the applicable languages based upon a source other than the most recent American Community Survey if it makes a finding, based upon substantial evidence, that the other source provides equally or more reliable data for the territory over which the eligible legislative body exercises jurisdiction.
- (2) “Eligible legislative body” means any of the following:
- (A) A city council of a city with a population of 30,000 or more.
- (B) A county board of supervisors of a county, or city and county, with a population of 30,000 or more.
- (C) A city council of a city located in a county with a population of 600,000 or more.
- (D) The board of directors of a special district that has an internet website and meets any of the following conditions:
- (i) The boundaries of the special district include the entirety of a county with a population of 600,000 or more, and the special district has over 200 full-time equivalent employees.
- (ii) The special district has over 1,000 full-time equivalent employees.
- (iii) The special district has annual revenues, based on the most recent Financial Transaction Report data published by the California State Controller, that exceed four hundred million dollars (\$400,000,000), adjusted annually for inflation commencing January 1, 2027, as measured by the percentage change in the California Consumer Price Index from January 1 of the prior year to January 1 of the current year, and the special district employs over 200 full-time equivalent employees.
- (3) “Two-way audiovisual platform” means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service.
- (4) “Two-way telephonic service” means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.
- (f) This section shall become operative on July 1, 2026.
- (g) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

Section 54953.4
Public access requirements
 (continued)
 Definitions

Definition of “eligible legislative body”

- (a) Any person attending an open and public meeting of a legislative body of a local agency shall have the right to record the proceedings in the absence of a reasonable finding by the legislative body of the local agency that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.
- (b) Any recording of an open and public meeting made for whatever purpose by or at the direction of the local agency shall be subject to inspection pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), but, notwithstanding Section 34090, may be erased or destroyed 30 days after the recording. Any inspection of an audio or video recording shall be provided without charge on equipment made available by the local agency.

Section 54953.5
Recording meetings permitted unless disruptive

No legislative body of a local agency shall prohibit or otherwise restrict the broadcast of its open and public meetings in the absence of a reasonable finding that the broadcast cannot be accomplished without noise, illumination, or obstruction of view that would constitute a persistent disruption of the proceedings.

Section 54953.6
Broadcasts allowed unless disruptive

Notwithstanding any other provision of law, legislative bodies of local agencies may impose requirements upon themselves which allow greater access to their meetings than prescribed by the minimal standards set forth in this chapter. In addition thereto, an elected legislative body of a local agency may impose those requirements on appointed legislative bodies of the local agency.

Section 54953.7
Greater openness encouraged

- (a) The legislative body of a local agency may use teleconferencing as authorized by subdivision (b) of Section 54953 without complying with the requirements of paragraph (3) of subdivision (b) of Section 54953 in any of the circumstances described in Sections 54953.8.1 to 54953.8.7, inclusive.

Section 54953.8
Teleconferencing requirements in enumerated scenarios

**Section 54953.8
Teleconferencing
requirements in
enumerated scenarios
(continued)**

Disruptions to
broadcasting or public
comment

(b) A legislative body that holds a teleconference meeting pursuant to this section shall, in addition to any other applicable requirements of this chapter, comply with all of the following:

(1) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(A) A two-way audiovisual platform.

(B) A two-way telephonic service and a live webcasting of the meeting.

(2) In each instance in which notice of the time of the teleconference meeting held pursuant to this section is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.

(3) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(4) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(5) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(6) (A) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to paragraph (5), to provide public comment until that timed public comment period has elapsed.

(B) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to paragraph (5), or otherwise be recognized for the purpose of providing public comment.

(C) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to paragraph (5), until the timed general public comment period has elapsed.

(7) Any member of the legislative body who participates in a teleconference meeting from a remote location pursuant to this section and the specific provision of law that the member relied upon to permit their participation by teleconferencing shall be listed in the minutes of the meeting.

Disability accommodation
procedures

(8) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(9) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

Identification of meeting
locations

(c) A local agency shall identify and make available to legislative bodies a list of one or more meeting locations that may be available for use by the legislative bodies to conduct their meetings.

(d) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(e) A member of a legislative body who participates in a teleconference meeting from a remote location pursuant to this section shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with those individuals.

(f) The teleconferencing provisions described in Section 54953 and Sections 54953.8.1 to 54953.8.7, inclusive, are cumulative. A legislative body may elect to use any teleconferencing provisions that are applicable to a meeting, regardless of whether any other teleconferencing provisions would also be applicable to that meeting.

Definitions

(g) For purposes of this section, the following definitions apply:

(1) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to paragraph (7) of subdivision (b), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

(2) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

- (3) “Two-way audiovisual platform” means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service. A two-way audiovisual platform may be structured to disable the use of video for the public participants.
- (4) “Two-way telephonic service” means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.
- (5) “Webcasting” means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

Section 54953.8
Teleconferencing requirements in enumerated scenarios
 (continued)

- (a) A health authority may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section.
- (b) Nothing in this section or Section 54953.8 shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority.
- (c) For purposes of this section, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

Section 54953.8.1
Health authority teleconferencing

- (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 during a proclaimed state of emergency or local emergency, provided that it complies with the requirements of that section and the teleconferencing is used in either of the following circumstances:
 - (1) For the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
 - (2) After a determination described in paragraph (1) is made that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- (b) If the state of emergency or local emergency remains active, in order to continue to teleconference pursuant to this section, the legislative body shall, no later than 45 days after teleconferencing for the first time pursuant to this section, and every 45 days thereafter, make the following findings by majority vote:
 - (1) The legislative body has reconsidered the circumstances of the state of emergency or local emergency.
 - (2) The state of emergency or local emergency continues to directly impact the ability of the members to meet safely in person.
- (c) This section shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.
- (d) Notwithstanding paragraph (1) of subdivision (b) of Section 54953.8, a legislative body conducting a teleconference meeting pursuant to this section may elect to use a two-way telephonic service without a live webcasting of the meeting.

Section 54953.8.2
Teleconferencing during state or local emergency

- (e) For purposes of this section, the following definitions apply:
 - (1) “Local emergency” means a condition of extreme peril to persons or property proclaimed by the governing body of the local agency affected, in accordance with Section 8630 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2), as defined in Section 8680.9, or a local health emergency declared pursuant to Section 101080 of the Health and Safety Code. Local emergency, as used in this section, refers only to local emergencies in the boundaries of the territory over which the local agency exercises jurisdiction.
 - (2) “State of emergency” means state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2).

Definitions

- (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, provided that the legislative body complies with the requirements of Section 54953.8 and all of the following additional requirements:
 - (1) A member of the legislative body notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting.
 - (2) The member shall participate through both audio and visual technology.
 - (3) (A) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for just cause for more than the following number of meetings, as applicable:
 - (i) Two meetings per year, if the legislative body regularly meets once per month or less.
 - (ii) Five meetings per year, if the legislative body regularly meets twice per month.
 - (iii) Seven meetings per year, if the legislative body regularly meets three or more times per month.

Section 54953.8.3
“Just-cause” teleconferencing
 (operative until January 1, 2030)

Section 54953.8.3
“Just-cause”
teleconferencing
 (continued)

Definition of “just cause”

- (B) For the purpose of counting meetings attended by teleconference under this paragraph, a “meeting” shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.
- (b) The minutes for the meeting shall identify the specific provision in subdivision (c) that each member relied upon to participate remotely. This subdivision shall not be construed to require the member to disclose any medical diagnosis or disability, or any personal medical information that is otherwise exempt under existing law, including, but not limited to, the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code).
- (c) For purposes of this section, “just cause” means any of the following:
 - (1) Childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. “Child,” “parent,” “grandparent,” “grandchild,” and “sibling” have the same meaning as those terms do in Section 12945.2.
 - (2) A contagious illness that prevents a member from attending in person.
 - (3) A need related to a physical or mental condition that is not subject to subdivision (c) of Section 54953.
 - (4) Travel while on official business of the legislative body or another state or local agency.
 - (5) An immunocompromised child, parent, grandparent, grandchild, sibling, spouse, or domestic partner of the member that requires the member to participate remotely.
 - (6) A physical or family medical emergency that prevents a member from attending in person.
 - (7) Military service obligations that result in a member being unable to attend in person because they are serving under official written orders for active duty, drill, annual training, or any other duty required as a member of the California National Guard or a United States Military Reserve organization that requires the member to be at least 50 miles outside the boundaries of the local agency.
- (d) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

Section 54953.8.4
Eligible neighborhood
council teleconferencing
 (operative until January 1, 2030)

- (a) An eligible neighborhood council may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following have occurred:
 - (1) (A) The city council for a city described in paragraph (2) of subdivision (b) considers whether to adopt a resolution to authorize eligible neighborhood councils to use teleconferencing as described in this section at an open and regular meeting.
 - (B) If the city council adopts a resolution described in subparagraph (A), an eligible neighborhood council may elect to use teleconferencing pursuant to this section if a majority of the eligible neighborhood council votes to do so. The eligible neighborhood council shall notify the city council if it elects to use teleconferencing pursuant to this section and its justification for doing so.
 - (C) Upon receiving notification from an eligible neighborhood council described in subparagraph (B), the city council may adopt a resolution to prohibit the eligible neighborhood council from using teleconferencing pursuant to this section.
 - (2) After completing the requirements of subparagraph (A) of paragraph (1), an eligible neighborhood council that holds a meeting pursuant to this subdivision shall do all of the following:
 - (A) At least a quorum of the members of the eligible neighborhood council shall participate from locations within the boundaries of the city in which the eligible neighborhood council is established.
 - (B) At least once per year, at least a quorum of the members of the eligible neighborhood council shall participate in person from a singular physical location that is open to the public and within the boundaries of the eligible neighborhood council.
 - (3) If the meeting is during regular business hours of the offices of the city council member that represents the area that includes the eligible neighborhood council, the eligible neighborhood council shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the city council member who represents the area where the eligible neighborhood council is located, unless the eligible neighborhood council identifies an alternative location.
 - (4) If the meeting is outside regular business hours, the eligible neighborhood council shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting.
- (b) For purposes of this section, the following definitions apply:
 - (1) “Accommodation” means providing a publicly accessible physical location for the member of the public to participate from, providing access to technology necessary to participate in the meeting, or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.
 - (2) “Eligible neighborhood council” means a neighborhood council that is an advisory body with the purpose to promote more citizen participation in government and make government more responsive to local needs that is established pursuant to the charter of a city with a population of more than 3,000,000 people that is subject to this chapter.
- (c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

(a) An eligible community college student organization may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) An eligible community college student organization may only use teleconferencing as described in Section 54953.8 after all the following have occurred:

(A) The board of trustees for a community college district considers whether to adopt a resolution to authorize eligible community college student organizations to use teleconferencing as described in this section at an open and regular meeting.

(B) If the board of trustees for a community college district adopts a resolution described in subparagraph (A), an eligible community college student organization may elect to use teleconferencing pursuant to this section if a majority of the eligible community college student organization votes to do so. The eligible community college student organization shall notify the board of trustees if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible community college student organization as described in subparagraph (B), the board of trustees may adopt a resolution to prohibit the eligible community college student organization from using teleconferencing pursuant to this section.

(D) (i) Except as specified in clause (ii), at least a quorum of the members of the eligible community college student organization shall participate from a singular physical location that is accessible to the public and is within the community college district in which the eligible community college student organization is established.

(ii) The requirements described in clause (i) shall not apply to the California Online Community College.

(iii) Notwithstanding the requirements of clause (i), a person may count toward the establishment of a quorum pursuant to clause (i) regardless of whether the person is participating at the in-person location of the meeting or remotely if the person meets any of the following criteria:

(I) The person is under 18 years of age.

(II) The person is incarcerated.

(III) The person is unable to disclose the location that they are participating from because of either of the following circumstances:

(ia) The person has been issued a protective court order, including, but not limited to, a domestic violence restraining order.

(ib) The person is participating in a program that has to remain confidential, including, but not limited to, an independent living program.

(IV) The person provides childcare or caregiving to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. For purposes of this subclause, "child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms are defined in Section 12945.2.

(2) An eligible community college student organization that holds a meeting by teleconference as described in Section 54953.8 shall do the following, as applicable:

(A) (i) Except as specified in subparagraph (B), if the meeting is during regular business hours of the offices of the board of trustees of the community college district, the eligible community college student organization shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the board of trustees of the community college district, unless the eligible community college student organization identifies an alternative location.

(ii) Except as specified in subparagraph (B), if the meeting is outside regular business hours, the eligible community college student organization shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting. For the purposes of this subparagraph, "accommodation" means providing a publicly accessible physical location for the member of the public to participate from, providing access to technology necessary to participate in the meeting, or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(B) The requirements described in subparagraph (A) shall not apply to the California Online Community College.

(b) For purposes of this section, "eligible community college student organization" means a student body association organized pursuant to Section 76060 of the Education Code, or any other student-run community college organization that is required to comply with the meeting requirements of this chapter, that is in any community college recognized within the California Community Colleges system and includes the Student Senate for California Community Colleges.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

Section 54953.8.5
Eligible community college student organization teleconferencing
 (operative until January 1, 2030)

Section 54953.8.6
Eligible subsidiary body
teleconferencing
 (operative until January 1, 2030)

- (a) An eligible subsidiary body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:
- (1) The eligible subsidiary body shall designate one physical meeting location within the boundaries of the legislative body that created the eligible subsidiary body where members of the subsidiary body who are not participating remotely shall be present and members of the public may physically attend, observe, hear, and participate in the meeting. At least one staff member of the eligible subsidiary body or the legislative body that created the eligible subsidiary body shall be present at the physical meeting location during the meeting. The eligible subsidiary body shall post the agenda at the physical meeting location, but need not post the agenda at a remote location.
 - (2) (A) A member of the eligible subsidiary body shall visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, except if the member has a physical or mental condition not subject to subdivision (c) of Section 54953 that results in a need to participate off camera.
 - (B) The visual appearance of a member of the eligible subsidiary body on camera may cease only when the appearance would be technologically infeasible, including, but not limited to, when the member experiences a lack of reliable broadband or internet connectivity that would be remedied by joining without video.
 - (C) If a member of the eligible subsidiary body does not appear on camera due to challenges with internet connectivity, the member shall announce the reason for their nonappearance prior to turning off their camera.
 - (3) An elected official serving as a member of an eligible subsidiary body in their official capacity shall not participate in a meeting of the eligible subsidiary body by teleconferencing pursuant to this section unless the use of teleconferencing complies with the requirements of paragraph (3) of subdivision (b) of Section 54953.
 - (4) (A) In order to use teleconferencing pursuant to this section, the legislative body that established the eligible subsidiary body by charter, ordinance, resolution, or other formal action shall make the following findings by majority vote before the eligible subsidiary body uses teleconferencing pursuant to this section for the first time, and every six months thereafter:
 - (i) The legislative body has considered the circumstances of the eligible subsidiary body.
 - (ii) Teleconference meetings of the eligible subsidiary body would enhance public access to meetings of the eligible subsidiary body, and the public has been made aware of the type of remote participation, including audio-visual or telephonic, that will be made available at a regularly scheduled meeting and has been provided the opportunity to comment at an in-person meeting of the legislative body authorizing the subsidiary body to meet entirely remotely.
 - (iii) Teleconference meetings of the eligible subsidiary body would promote the attraction, retention, and diversity of eligible subsidiary body members.
 - (B) (i) An eligible subsidiary body authorized to use teleconferencing pursuant to this section may request to present any recommendations it develops to the legislative body that created it.
 - (ii) Upon receiving a request described in clause (i), the legislative body that created the subsidiary body shall hold a discussion at a regular meeting held within 60 days after the legislative body receives the request, or if the legislative body does not have another regular meeting scheduled within 60 days after the legislative body receives the request, at the next regular meeting after the request is received.
 - (iii) The discussion required by clause (ii) shall not be placed on a consent calendar, but may be combined with the legislative body's subsequent consideration of the findings described in subparagraph (A) for the following 12 months.
 - (iv) The legislative body shall not take any action on any recommendations included in the report of a subsidiary body until the next regular meeting of the legislative body following the discussion described in clause (ii).
 - (C) After the legislative body makes the findings described in subparagraph (A), the eligible subsidiary body shall approve the use of teleconferencing by majority vote before using teleconference pursuant to this section.
 - (D) The legislative body that created the eligible subsidiary body may elect to prohibit the eligible subsidiary body from using teleconferencing pursuant to this section at any time.
- (b) (1) For purposes of this section, "eligible subsidiary body" means a legislative body that meets all of the following:
- (A) Is described in subdivision (b) of Section 54952.
 - (B) Serves exclusively in an advisory capacity.
 - (C) Is not authorized to take final action on legislation, regulations, contracts, licenses, permits, or any other entitlements, grants, or allocations of funds.
 - (D) Does not have primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals.
- (2) An eligible subsidiary body may include members who are elected officials, members who are not elected officials, or any combination thereof.
- (c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

Definition of "eligible subsidiary body"

Section 54953.8.7
Eligible multijurisdictional body
 (operative until January 1, 2030)

- (a) An eligible multijurisdictional body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:
- (1) The eligible multijurisdictional body has adopted a resolution that authorizes the eligible multijurisdictional body to use teleconferencing pursuant to this section at a regular meeting in open session.
 - (2) At least a quorum of the members of the eligible multijurisdictional body shall participate from one or more physical locations that are open to the public and within the boundaries of the territory over which the local agency exercises jurisdiction.

(3) A member of the eligible multijurisdictional body who receives compensation for their service on the eligible multijurisdictional body shall participate from a physical location that is open to the public. For purposes of this paragraph, “compensation” does not include reimbursement for actual and necessary expenses.

Section 54953.8.7
Eligible multijurisdictional body
 (continued)

(4) A member of the eligible multijurisdictional body may participate from a remote location provided that:

(A) The eligible multijurisdictional body identifies each member of the eligible multijurisdictional body who plans to participate remotely in the agenda.

(B) The member shall participate through both audio and visual technology.

(5) A member of the eligible multijurisdictional body shall not participate in a meeting remotely pursuant to this section, unless the location from which the member participates is more than 20 miles each way from any physical location of the meeting described in paragraph (2).

(6) The provisions of this section shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for more than the following number of meetings, as applicable:

(A) Two meetings per year, if the legislative body regularly meets once per month or less.

(B) Five meetings per year, if the legislative body regularly meets twice per month.

(C) Seven meetings per year, if the legislative body regularly meets three or more times per month.

(D) For the purpose of counting meetings attended by teleconference under this paragraph, a “meeting” shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.

(b) For the purposes of this section, both of the following definitions apply:

Definitions

(1) “Eligible multijurisdictional body” means a multijurisdictional board, commission, or advisory body of a multijurisdictional, cross-county agency, the membership of which board, commission, or advisory body is appointed, and the board, commission, or advisory body is otherwise subject to this chapter.

(2) “Multijurisdictional” means either of the following:

(A) A legislative body that includes representatives from more than one county, city, city and county, or special district.

(B) A legislative body of a joint powers entity formed pursuant to an agreement entered into in accordance with Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

(a) Each legislative body of a local agency, except for advisory committees or standing committees, shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings. Meetings of advisory committees or standing committees, for which an agenda is posted at least 72 hours in advance of the meeting pursuant to subdivision (a) of Section 54954.2, shall be considered for purposes of this chapter as regular meetings of the legislative body.

Section 54954
Time and location of meetings

(b) Regular and special meetings of the legislative body shall be held within the boundaries of the territory over which the local agency exercises jurisdiction, except to do any of the following:

Meet inside jurisdiction; exceptions

(1) Comply with state or federal law or court order, or attend a judicial or administrative proceeding to which the local agency is a party.

(2) Inspect real or personal property which cannot be conveniently brought within the boundaries of the territory over which the local agency exercises jurisdiction provided that the topic of the meeting is limited to items directly related to the real or personal property.

(3) Participate in meetings or discussions of multiagency significance that are outside the boundaries of a local agency’s jurisdiction. However, any meeting or discussion held pursuant to this subdivision shall take place within the jurisdiction of one of the participating local agencies and be noticed by all participating agencies as provided for in this chapter.

(4) Meet in the closest meeting facility if the local agency has no meeting facility within the boundaries of the territory over which the local agency exercises jurisdiction, or at the principal office of the local agency if that office is located outside the territory over which the agency exercises jurisdiction.

(5) Meet outside their immediate jurisdiction with elected or appointed officials of the United States or the State of California when a local meeting would be impractical, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction.

(6) Meet outside their immediate jurisdiction if the meeting takes place in or nearby a facility owned by the agency, provided that the topic of the meeting is limited to items directly related to the facility.

(7) Visit the office of the local agency’s legal counsel for a closed session on pending litigation held pursuant to Section 54956.9, when to do so would reduce legal fees or costs.

(c) Meetings of the governing board of a school district shall be held within the district, except under the circumstances enumerated in subdivision (b), or to do any of the following:

School district exceptions

(1) Attend a conference on nonadversarial collective bargaining techniques.

(2) Interview members of the public residing in another district with reference to the trustees’ potential employment of an applicant for the position of the superintendent of the district.

(3) Interview a potential employee from another district.

(d) Meetings of a joint powers authority shall occur within the territory of at least one of its member agencies, or as provided in subdivision (b). However, a joint powers authority which has members throughout the state may meet at any facility in the state which complies with the requirements of Section 54961.

JPA Meetings

Section 54954
Time and location of meetings
 (continued)
 Emergency meetings

(e) If, by reason of fire, flood, earthquake, or other emergency, it shall be unsafe to meet in the place designated, the meetings shall be held for the duration of the emergency at the place designated by the presiding officer of the legislative body or his or her designee in a notice to the local media that have requested notice pursuant to Section 54956, by the most rapid means of communication available at the time.

Section 54954.1
Mailed notice of meetings and agendas

Any person may request that a copy of the agenda, or a copy of all the documents constituting the agenda packet, of any meeting of a legislative body be mailed to that person. If a local agency has an internet website, the legislative body or its designee shall email a copy of, or website link to, the agenda or a copy of all the documents constituting the agenda packet if the person requests that the item or items be delivered by email. If the local agency determines it is technologically infeasible to send a copy of all documents constituting the agenda packet or a link to a website that contains the documents by email or by other electronic means, the legislative body or its designee shall send by mail a copy of the agenda or a website link to the agenda and mail a copy of all other documents constituting the agenda packet in accordance with the mailing requirements established pursuant to this section. If requested, the agenda and documents in the agenda packet shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Upon receipt of the written request, the legislative body or its designee shall cause the requested materials to be mailed at the time the agenda is posted pursuant to Section 54954.2 and 54956 or upon distribution to all, or a majority of all, of the members of a legislative body, whichever occurs first. Any request for mailed copies of agendas or agenda packets shall be valid for the calendar year in which it is filed, and must be renewed following January 1 of each year. The legislative body may establish a fee for mailing the agenda or agenda packet, which fee shall not exceed the cost of providing the service. Failure of the requesting person to receive the agenda or agenda packet pursuant to this section shall not constitute grounds for invalidation of the actions of the legislative body taken at the meeting for which the agenda or agenda packet was not received.

Section 54954.2
Agenda contents and posting

(a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda that meets all of the following requirements:

Website posting required

(A) The agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words.

Information regarding accommodations

(B) The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency's internet website, if the local agency has one.

(C) (i) If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(ii) The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

Website posting standards

(2) For a meeting occurring on and after January 1, 2019, of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website, the following provisions shall apply:

(A) An online posting of an agenda shall be posted on the primary internet website homepage of a city, county, city and county, special district, school district, or political subdivision established by the state that is accessible through a prominent, direct link to the current agenda. The direct link to the agenda shall not be in a contextual menu; however, a link in addition to the direct link to the agenda may be accessible through a contextual menu.

(B) An online posting of an agenda, including, but not limited to, an agenda posted in an integrated agenda management platform, shall be posted in an open format that meets all of the following requirements:

(i) Retrievable, downloadable, indexable, and electronically searchable by commonly used Internet search applications.

(ii) Platform independent and machine readable.

(iii) Available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

(C) A legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website and an integrated agenda management platform shall not be required to comply with subparagraph (A) if all of the following are met:

(i) A direct link to the integrated agenda management platform shall be posted on the primary internet website homepage of a city, county, city and county, special district, school district, or political subdivision established by the state. The direct link to the integrated agenda management platform shall not be in a contextual menu. When a person clicks on the direct link to the integrated agenda management platform, the direct link shall take the person directly to an internet website with the agendas of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state.

(ii) The integrated agenda management platform may contain the prior agendas of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state for all meetings occurring on or after January 1, 2019.

(iii) The current agenda of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state shall be the first agenda available at the top of the integrated agenda management platform.

(iv) All agendas posted in the integrated agenda management platform shall comply with the requirements in clauses (i), (ii), and (iii) of subparagraph (B).

(D) The provisions of this paragraph shall not apply to a political subdivision of a local agency that was established by the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state.

(E) For purposes of this paragraph, both of the following definitions apply:

(1) "Integrated agenda management platform" means an internet website of a city, county, city and county, special district, school district, or political subdivision established by the state dedicated to providing the entirety of the agenda information for the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state to the public.

(2) "Legislative body" means a legislative body that meets the definition of subdivision (a) of Section 54952.

(3) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(c) This section is necessary to implement and reasonably within the scope of paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(d) For purposes of subdivision (a), the requirement that the agenda be posted on the local agency's internet website, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

(a) (1) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2.

(2) (A) Notwithstanding paragraph (1), the agenda need not provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, composed exclusively of members of the legislative body, at a public meeting wherein all interested members of the public were afforded the opportunity to address the committee on the item, before or during the committee's consideration of the item.

(B) Subparagraph (A) shall not apply if any of the following conditions are met:

**Section 54954.2
Agenda contents and posting**

(continued)

Integrated agenda management platform

Response to public comments

Action on items not on the agenda

**Section 54954.3
Opportunity for public to address legislative body**

**Section 54954.3
Opportunity for public to
address legislative body
(continued)**

- (i) The item has been substantially changed since the committee heard the item, as determined by the legislative body.
- (ii) When considering the item, a quorum of the committee members did not participate from a singular physical location, that was clearly identified on the agenda, open to the public, and situated within the boundaries of the territory over which the local agency exercises jurisdiction.
- (iii) The committee has primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals. This clause shall not apply to an item if the local agency has adopted a law applicable to the meeting of the committee at which the item that was considered prohibits the committee from placing a limit on the total amount of time for public comment on the item.
- (3) Every notice for a special meeting shall provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.
- (b) (1) The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.
- (2) Notwithstanding paragraph (1), when the legislative body of a local agency limits time for public comment, the legislative body of a local agency shall provide at least twice the allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the legislative body of a local agency.
- (3) Paragraph (2) shall not apply if the legislative body of a local agency utilizes simultaneous translation equipment in a manner that allows the legislative body of a local agency to hear the translated public testimony simultaneously.
- (c) The legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body. Nothing in this subdivision shall confer any privilege or protection for expression beyond that otherwise provided by law.

**Section 54954.4
Authorization of
reimbursement to local
agencies and school
districts**

- (a) The Legislature hereby finds and declares that Section 12 of Chapter 641 of the Statutes of 1986, authorizing reimbursement to local agencies and school districts for costs mandated by the state pursuant to that act, shall be interpreted strictly. The intent of the Legislature is to provide reimbursement for only those costs which are clearly and unequivocally incurred as the direct and necessary result of compliance with Chapter 641 of the Statutes of 1986.
- (b) In this regard, the Legislature directs all state employees and officials involved in reviewing or authorizing claims for reimbursement, or otherwise participating in the reimbursement process, to rigorously review each claim and authorize only those claims, or parts thereof, which represent costs which are clearly and unequivocally incurred as the direct and necessary result of compliance with Chapter 641 of the Statutes of 1986 and for which complete documentation exists. For purposes of Section 54954.2, costs eligible for reimbursement shall only include the actual cost to post a single agenda for any one meeting.
- (c) The Legislature hereby finds and declares that complete, faithful, and uninterrupted compliance with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code) is a matter of overriding public importance. Unless specifically stated, no future Budget Act, or related budget enactments, shall, in any manner, be interpreted to suspend, eliminate, or otherwise modify the legal obligation and duty of local agencies to fully comply with Chapter 641 of the Statutes of 1986 in a complete, faithful, and uninterrupted manner.

**Section 54954.5
Safe harbor closed
session descriptions**

For purposes of describing closed session items pursuant to Section 54954.2, the agenda may describe closed sessions as provided below. No legislative body or elected official shall be in violation of Section 54954.2 or 54956 if the closed session items were described in substantial compliance with this section. Substantial compliance is satisfied by including the information provided below, irrespective of its format.

- (a) With respect to a closed session held pursuant to Section 54956.7:

LICENSE/PERMIT DETERMINATION

Applicant(s): (Specify number of applicants)

- (b) With respect to every item of business to be discussed in closed session pursuant to Section 54956.8:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: (Specify street address, or if no street address, the parcel number or other unique reference, of the real property under negotiation)

Agency negotiator: (Specify names of negotiators attending the closed session) (If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator so long as the name of the agent or designee is announced at an open session held prior to the closed session.)

**Section 54954.5
Safe harbor closed
session descriptions
(continued)**

Negotiating parties: (Specify name of party (not agent))

Under negotiation: (Specify whether instruction to negotiator will concern price, terms of payment, or both)

- (c) With respect to every item of business to be discussed in closed session pursuant to Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: (Specify by reference to claimant's name, names of parties, case or claim numbers)
or

Case name unspecified: (Specify whether disclosure would jeopardize service of process or existing settlement negotiations)

CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9:
(Specify number of potential cases)

(In addition to the information noticed above, the agency may be required to provide additional information on the agenda or in an oral statement prior to the closed session pursuant to paragraphs (2) to (5), inclusive, of subdivision (e) of Section 54956.9.)

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Specify number of potential cases)

- (d) With respect to every item of business to be discussed in closed session pursuant to Section 54956.95:

LIABILITY CLAIMS

Claimant: (Specify name unless unspecified pursuant to Section 54961)

Agency claimed against: (Specify name)

- (e) With respect to every item of business to be discussed in closed session pursuant to Section 54957:

THREAT TO PUBLIC SERVICES OR FACILITIES

Consultation with: (Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title)

PUBLIC EMPLOYEE APPOINTMENT

Title: (Specify description of position to be filled)

PUBLIC EMPLOYMENT

Title: (Specify description of position to be filled)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: (Specify position title of employee being reviewed)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(No additional information is required in connection with a closed session to consider discipline, dismissal, or release of a public employee. Discipline includes potential reduction of compensation.)

- (f) With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATORS

Section 54954.5
Safe harbor closed session
descriptions
(continued)

Agency designated representatives: (Specify names of designated representatives attending the closed session) (If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Employee organization: (Specify name of organization representing employee or employees in question) or

Unrepresented employee: (Specify position title of unrepresented employee who is the subject of the negotiations)

- (g) With respect to closed sessions called pursuant to Section 54957.8:

CASE REVIEW/PLANNING

(No additional information is required in connection with a closed session to consider case review or planning.)

- (h) With respect to every item of business to be discussed in closed session pursuant to Sections 1461, 32106, and 32155 of the Health and Safety Code or Sections 37606 and 37624.3 of the Government Code:

REPORT INVOLVING TRADE SECRET

Discussion will concern: (Specify whether discussion will concern proposed new service, program, or facility)

Estimated date of public disclosure: (Specify month and year)

HEARINGS

Subject matter: (Specify whether testimony/deliberation will concern staff privileges, report of medical audit committee, or report of quality assurance committee)

- (i) With respect to every item of business to be discussed in closed session pursuant to Section 54956.86:

CHARGE OR COMPLAINT INVOLVING INFORMATION PROTECTED BY FEDERAL LAW

(No additional information is required in connection with a closed session to discuss a charge or complaint pursuant to Section 54956.86.)

- (j) With respect to every item of business to be discussed in closed session pursuant to Section 54956.96:

CONFERENCE INVOLVING A JOINT POWERS AGENCY (Specify by name)

Discussion will concern: (Specify closed session description used by the joint powers agency)

Name of local agency representative on joint powers agency board: (Specify name)

(Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives.)

- (k) With respect to every item of business to be discussed in closed session pursuant to Section 54956.75:

AUDIT BY CALIFORNIA STATE AUDITOR'S OFFICE

Section 54954.6
New or increased taxes or
assessments

(a) (1) Before adopting any new or increased general tax or any new or increased assessment, the legislative body of a local agency shall conduct at least one public meeting at which local officials shall allow public testimony regarding the proposed new or increased general tax or new or increased assessment in addition to the noticed public hearing at which the legislative body proposes to enact or increase the general tax or assessment.

For purposes of this section, the term "new or increased assessment" does not include any of the following:

(A) A fee that does not exceed the reasonable cost of providing the services, facilities, or regulatory activity for which the fee is charged.

(B) A service charge, rate, or charge, unless a special district's principal act requires the service charge, rate, or charge to conform to the requirements of this section.

- (C) An ongoing annual assessment if it is imposed at the same or lower amount as any previous year.
 - (D) An assessment that does not exceed an assessment formula or range of assessments previously specified in the notice given to the public pursuant to subparagraph (G) of paragraph (2) of subdivision (c) and that was previously adopted by the agency or approved by the voters in the area where the assessment is imposed.
 - (E) Standby or immediate availability charges.
- Section 54954.6
New or increased taxes or assessments
(continued)**
- (2) The legislative body shall provide at least 45 days' public notice of the public hearing at which the legislative body proposes to enact or increase the general tax or assessment. The legislative body shall provide notice for the public meeting at the same time and in the same document as the notice for the public hearing, but the meeting shall occur prior to the hearing. 45 days' notice of public hearing
 - (b) (1) The joint notice of both the public meeting and the public hearing required by subdivision (a) with respect to a proposal for a new or increased general tax shall be accomplished by placing a display advertisement of at least one-eighth page in a newspaper of general circulation for three weeks pursuant to Section 6063 and by a first-class mailing to those interested parties who have filed a written request with the local agency for mailed notice of public meetings or hearings on new or increased general taxes. The public meeting pursuant to subdivision (a) shall take place no earlier than 10 days after the first publication of the joint notice pursuant to this subdivision. The public hearing shall take place no earlier than seven days after the public meeting pursuant to this subdivision. Notwithstanding paragraph (2) of subdivision (a), the joint notice need not include notice of the public meeting after the meeting has taken place. The public hearing pursuant to subdivision (a) shall take place no earlier than 45 days after the first publication of the joint notice pursuant to this subdivision. Any written request for mailed notices shall be effective for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service. Notice for general taxes
 - (2) The notice required by paragraph (1) of this subdivision shall include, but not be limited to, the following: Content of notice
 - (A) The amount or rate of the tax. If the tax is proposed to be increased from any previous year, the joint notice shall separately state both the existing tax rate and the proposed tax rate increase.
 - (B) The activity to be taxed.
 - (C) The estimated amount of revenue to be raised by the tax annually.
 - (D) The method and frequency for collecting the tax.
 - (E) The dates, times, and locations of the public meeting and hearing described in subdivision (a).
 - (F) The telephone number and address of an individual, office, or organization that interested persons may contact to receive additional information about the tax.
 - (c) (1) The joint notice of both the public meeting and the public hearing required by subdivision (a) with respect to a proposal for a new or increased assessment on real property or businesses shall be accomplished through a mailing, postage prepaid, in the United States mail and shall be deemed given when so deposited. The public meeting pursuant to subdivision (a) shall take place no earlier than 10 days after the joint mailing pursuant to this subdivision. The public hearing shall take place no earlier than seven days after the public meeting pursuant to this subdivision. The envelope or the cover of the mailing shall include the name of the local agency and the return address of the sender. This mailed notice shall be in at least 10-point type and shall be given to all property owners or business owners proposed to be subject to the new or increased assessment by a mailing by name to those persons whose names and addresses appear on the last equalized county assessment roll, the State Board of Equalization assessment roll, or the local agency's records pertaining to business ownership, as the case may be. Notice for assessments
 - (2) The joint notice required by paragraph (1) of this subdivision shall include, but not be limited to, the following:
 - (A) In the case of an assessment proposed to be levied on property, the estimated amount of the assessment per parcel. In the case of an assessment proposed to be levied on businesses, the proposed method and basis of levying the assessment in sufficient detail to allow each business owner to calculate the amount of assessment to be levied against each business. If the assessment is proposed to be increased from any previous year, the joint notice shall separately state both the amount of the existing assessment and the proposed assessment increase.
 - (B) A general description of the purpose or improvements that the assessment will fund.
 - (C) The address to which property owners may mail a protest against the assessment.
 - (D) The telephone number and address of an individual, office, or organization that interested persons may contact to receive additional information about the assessment.
 - (E) A statement that a majority protest will cause the assessment to be abandoned if the assessment act used to levy the assessment so provides. Notice shall also state the percentage of protests required to trigger an election, if applicable.
 - (F) The dates, times, and locations of the public meeting and hearing described in subdivision (a).
 - (G) A proposed assessment formula or range as described in subparagraph (D) of paragraph (1) of subdivision (a) if applicable and that is noticed pursuant to this section.
 - (3) Notwithstanding paragraph (1), in the case of an assessment that is proposed exclusively for operation and maintenance expenses imposed throughout the entire local agency, or exclusively for operation and maintenance assessments proposed to be levied on 50,000 parcels or more, notice may be provided pursuant to this subdivision or pursuant to paragraph (1) of subdivision (b) and shall include the estimated amount of the assessment of various types, amounts, or uses of property and the information required by subparagraphs (B) to (G), inclusive, of paragraph (2) of subdivision (c).

<p>Section 54954.6 New or increased taxes or assessments (continued)</p> <p>Notice additional to existing provisions of law</p> <p>Recovery of costs</p> <p>Assessment exception</p>	<p>(4) Notwithstanding paragraph (1), in the case of an assessment proposed to be levied pursuant to Part 2 (commencing with Section 22500) of Division 2 of the Streets and Highways Code by a regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with Section 5500) of Chapter 3 of Division 5 of, or pursuant to Division 26 (commencing with Section 35100) of, the Public Resources Code, notice may be provided pursuant to paragraph (1) of subdivision (b).</p> <p>(d) The notice requirements imposed by this section shall be construed as additional to, and not to supersede, existing provisions of law, and shall be applied concurrently with the existing provisions so as to not delay or prolong the governmental decisionmaking process.</p> <p>(e) This section shall not apply to any new or increased general tax or any new or increased assessment that requires an election of either of the following:</p> <p>(1) The property owners subject to the assessment.</p> <p>(2) The voters within the local agency imposing the tax or assessment.</p> <p>(f) Nothing in this section shall prohibit a local agency from holding a consolidated meeting or hearing at which the legislative body discusses multiple tax or assessment proposals.</p> <p>(g) The local agency may recover the reasonable costs of public meetings, public hearings, and notice required by this section from the proceeds of the tax or assessment. The costs recovered for these purposes, whether recovered pursuant to this subdivision or any other provision of law, shall not exceed the reasonable costs of the public meetings, public hearings, and notice.</p> <p>(h) Any new or increased assessment that is subject to the notice and hearing provisions of Article XIII C or XIII D of the California Constitution is not subject to the notice and hearing requirements of this section.</p>
<p>Section 54955 Adjournment; adjourned meetings</p>	<p>The legislative body of a local agency may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting the clerk or secretary of the legislative body may declare the meeting adjourned to a stated time and place and he shall cause a written notice of the adjournment to be given in the same manner as provided in Section 54956 for special meetings, unless such notice is waived as provided for special meetings. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held within 24 hours after the time of the adjournment. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings by ordinance, resolution, bylaw, or other rule.</p>
<p>Section 54955.1 Continuance of hearings</p>	<p>Any hearing being held, or noticed or ordered to be held, by a legislative body of a local agency at any meeting may by order or notice of continuance be continued or reconvened to any subsequent meeting of the legislative body in the same manner and to the same extent set forth in Section 54955 for the adjournment of meetings; provided, that if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.</p>
<p>Section 54956 Special meetings; who may call; notice</p> <p>Exception for executive compensation</p>	<p>(a) (1) A special meeting may be called at any time by the presiding officer of the legislative body of a local agency, or by a majority of the members of the legislative body, by delivering written notice to each member of the legislative body and to each local newspaper of general circulation and radio or television station requesting notice in writing and posting a notice on the local agency's internet website, if the local agency has one. The notice shall be delivered personally or by any other means and shall be received at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the legislative body. The written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the clerk or secretary of the legislative body a written waiver of notice. The waiver may be given by telephone or electronic mail. The written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes.</p> <p>(2) The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.</p> <p>(b) Notwithstanding any other law, a legislative body shall not call a special meeting regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits, of the legislative body or of a local agency executive, as defined in subdivision (d) of Section 3511.1. However, this subdivision does not apply to a local agency calling a special meeting to discuss the local agency's budget.</p>
<p>Section 54956.5 Emergency meetings</p>	<p>(a) For purposes of this section, "emergency situation" means both of the following:</p> <p>(1) An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body.</p> <p>(2) A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting under this section may endanger the public health, safety, or both, as determined by a majority of the members of the legislative body.</p>

(b) (1) Subject to paragraph (2), in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, a legislative body may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Section 54956 or both of the notice and posting requirements.

Section 54956.5
Emergency meetings
 (continued)
 Disruption of facilities

(2) Each local newspaper of general circulation and radio or television station that has requested notice of special meetings pursuant to Section 54956 shall be notified by the presiding officer of the legislative body, or designee thereof, one hour prior to the emergency meeting, or, in the case of a dire emergency, at or near the time that the presiding officer or designee notifies the members of the legislative body of the emergency meeting.

(A) Except as provided in subparagraph (B), the notice required by this paragraph shall be given by telephone and all telephone numbers provided in the most recent request of a newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(B) For an emergency meeting held pursuant to this section, the presiding officer of the legislative body, or designee thereof, may send the notifications required by this paragraph by email instead of by telephone, as provided in subparagraph (A), to all local newspapers of general circulation, and radio or television stations, that have requested those notifications by email, and all email addresses provided by representatives of those newspapers or stations shall be exhausted. In the event that internet services and telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(c) During a meeting held pursuant to this section, the legislative body may meet in closed session pursuant to Section 54957 if agreed to by a two-thirds vote of the members of the legislative body present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present.

Emergency closed session

(d) All special meeting requirements, as prescribed in Section 54956 shall be applicable to a meeting called pursuant to this section, with the exception of the 24-hour notice requirement.

(e) The minutes of a meeting called pursuant to this section, a list of persons who the presiding officer of the legislative body, or designee of the legislative body, notified or attempted to notify, a copy of the rollcall vote, and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

Post minutes after meeting

No fees may be charged by the legislative body of a local agency for carrying out any provision of this chapter, except as specifically authorized by this chapter.

Section 54956.6
No fees allowed

Whenever a legislative body of a local agency determines that it is necessary to discuss and determine whether an applicant for a license or license renewal, who has a criminal record, is sufficiently rehabilitated to obtain the license, the legislative body may hold a closed session with the applicant and the applicant's attorney, if any, for the purpose of holding the discussion and making the determination. If the legislative body determines, as a result of the closed session, that the issuance or renewal of the license should be denied, the applicant shall be offered the opportunity to withdraw the application. If the applicant withdraws the application, no record shall be kept of the discussions or decisions made at the closed session and all matters relating to the closed session shall be confidential. If the applicant does not withdraw the application, the legislative body shall take action at the public meeting during which the closed session is held or at its next public meeting denying the application for the license but all matters relating to the closed session are confidential and shall not be disclosed without the consent of the applicant, except in an action by an applicant who has been denied a license challenging the denial of the license.

Section 54956.7
Closed session; licensing; rehabilitated criminals

(a) Nothing contained in this chapter shall be construed to prevent the legislative body of a local agency that has received a confidential final draft audit report from the Bureau of State Audits from holding closed sessions to discuss its response to that report.

Section 54956.75
Closed session; Bureau of State Audits drafts

(b) After the public release of an audit report by the Bureau of State Audits, if a legislative body of a local agency meets to discuss the audit report, it shall do so in an open session unless exempted from that requirement by some other provision of law.

Notwithstanding any other provision of this chapter, a legislative body of a local agency may hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease. However, prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies its negotiators, the real property or real properties which the negotiations may concern, and the person or persons with whom its negotiators may negotiate. For purposes of this section, negotiators may be members of the legislative body of the local agency. For purposes of this section, "lease" includes renewal or renegotiation of a lease. Nothing in this section shall preclude a local agency from holding a closed session for discussions regarding eminent domain proceedings pursuant to Section 54956.9.

Section 54956.8
Real property negotiations

Section 54956.81
Closed session; pension funds

Notwithstanding any other provision of this chapter, a legislative body of a local agency that invests pension funds may hold a closed session to consider the purchase or sale of particular, specific pension fund investments. All investment transaction decisions made during the closed session shall be made by rollcall vote entered into the minutes of the closed session as provided in subdivision (a) of Section 54957.2.

Section 54956.86
Closed session; health plan enrollees

Notwithstanding any other provision of this chapter, a legislative body of a local agency which provides services pursuant to Section 14087.3 of the Welfare and Institutions Code may hold a closed session to hear a charge or complaint from a member enrolled in its health plan if the member does not wish to have his or her name, medical status, or other information that is protected by federal law publicly disclosed. Prior to holding a closed session pursuant to this section, the legislative body shall inform the member, in writing, of his or her right to have the charge or complaint heard in an open session rather than a closed session.

Section 54956.87
Records and meetings of certain health plans

(a) Notwithstanding any other provision of this chapter, the records of a health plan that is licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code) and that is governed by a county board of supervisors, whether paper records, records maintained in the management information system, or records in any other form, that relate to provider rate or payment determinations, allocation or distribution methodologies for provider payments, formulas or calculations for these payments, and contract negotiations with providers of health care for alternative rates are exempt from disclosure for a period of three years after the contract is fully executed. The transmission of the records, or the information contained therein in an alternative form, to the board of supervisors shall not constitute a waiver of exemption from disclosure, and the records and information once transmitted to the board of supervisors shall be subject to this same exemption.

(b) Notwithstanding any other provision of law, the governing board of a health plan that is licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code) and that is governed by a county board of supervisors may order that a meeting held solely for the purpose of discussion or taking action on health plan trade secrets, as defined in subdivision (f), shall be held in closed session. The requirements of making a public report of action taken in closed session, and the vote or abstention of every member present, may be limited to a brief general description without the information constituting the trade secret.

Plan trade secrets

(c) Notwithstanding any other provision of law, the governing board of a health plan may meet in closed session to consider and take action on matters pertaining to contracts and contract negotiations by the health plan with providers of health care services concerning all matters related to rates of payment. The governing board may delete the portion or portions containing trade secrets from any documents that were finally approved in the closed session held pursuant to subdivision (b) that are provided to persons who have made the timely or standing request.

(d) Nothing in this section shall be construed as preventing the governing board from meeting in closed session as otherwise provided by law.

(e) The provisions of this section shall not prevent access to any records by the Joint Legislative Audit Committee in the exercise of its powers pursuant to Article 1 (commencing with Section 10500) of Chapter 4 of Part 2 of Division 2 of Title 2. The provisions of this section also shall not prevent access to any records by the Department of Managed Health Care in the exercise of its powers pursuant to Article 1 (commencing with Section 1340) of Chapter 2.2 of Division 2 of the Health and Safety Code.

(f) For purposes of this section, "health plan trade secret" means a trade secret, as defined in subdivision of Section 3426.1 of the Civil Code, that also meets both of the following criteria:

(1) The secrecy of the information is necessary for the health plan to initiate a new service, program, marketing strategy, business plan, or technology, or to add a benefit or product.

(2) Premature disclosure of the trade secret would create a substantial probability of depriving the health plan of a substantial economic benefit or opportunity.

Section 54956.9
Litigation; attorney-client privilege

(a) Nothing in this chapter shall be construed to prevent a legislative body of a local agency, based on advice of its legal counsel, from holding a closed session to confer with, or receive advice from, its legal counsel regarding pending litigation when discussion in open session concerning those matters would prejudice the position of the local agency in the litigation.

(b) For purposes of this chapter, all expressions of the lawyer-client privilege other than those provided in this section are hereby abrogated. This section is the exclusive expression of the lawyer-client privilege for purposes of conducting closed-session meetings pursuant to this chapter.

(c) For purposes of this section, "litigation" includes any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator.

(d) For purposes of this section, litigation shall be considered pending when any of the following circumstances exist:

Existing litigation
 Potential litigation against agency

(1) Litigation, to which the local agency is a party, has been initiated formally.

(2) A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.

(3) Based on existing facts and circumstances, the legislative body of the local agency is meeting only to decide whether a closed session is authorized pursuant to paragraph (2).

(4) Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation.

(e) For purposes of paragraphs (2) and (3) of subdivision (d), “existing facts and circumstances” shall consist only of one of the following:

(1) Facts and circumstances that might result in litigation against the local agency but which the local agency believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

(2) Facts and circumstances, including, but not limited to, an accident, disaster, incident, or transactional occurrence that might result in litigation against the agency and that are known to a potential plaintiff or plaintiffs, which facts or circumstances shall be publicly stated on the agenda or announced.

(3) The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5.

(4) A statement made by a person in an open and public meeting threatening litigation on a specific matter within the responsibility of the legislative body.

(5) A statement threatening litigation made by a person outside an open and public meeting on a specific matter within the responsibility of the legislative body so long as the official or employee of the local agency receiving knowledge of the threat makes a contemporaneous or other record of the statement prior to the meeting, which record shall be available for public inspection pursuant to Section 54957.5. The records so created need not identify the alleged victim of unlawful or tortious sexual conduct or anyone making the threat on their behalf, or identify a public employee who is the alleged perpetrator of any unlawful or tortious conduct upon which a threat of litigation is based, unless the identity of the person has been publicly disclosed.

(f) Nothing in this section shall require disclosure of written communications that are privileged and not subject to disclosure pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1).

(g) Prior to holding a closed session pursuant to this section, the legislative body of the local agency shall state on the agenda or publicly announce the paragraph of subdivision (d) that authorizes the closed session. If the session is closed pursuant to paragraph (1) of subdivision (d), the body shall state the title of or otherwise specifically identify the litigation to be discussed, unless the body states that to do so would jeopardize the agency's ability to effectuate service of process upon one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

(h) A local agency shall be considered to be a “party” or to have a “significant exposure to litigation” if an officer or employee of the local agency is a party or has significant exposure to litigation concerning prior or prospective activities or alleged activities during the course and scope of that office or employment, including litigation in which it is an issue whether an activity is outside the course and scope of the office or employment.

Section 54956.9
Litigation; attorney-client privilege
 (continued)
 Initiation of litigation by agency

(a) Nothing in this chapter shall be construed to prevent a joint powers agency formed pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1, for purposes of insurance pooling, or a local agency member of the joint powers agency, from holding a closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by the joint powers agency or a local agency member of the joint powers agency.

(b) Nothing in this chapter shall be construed to prevent the Local Agency Self-Insurance Authority formed pursuant to Chapter 5.5 (commencing with Section 6599.01) of Division 7 of Title 1, or a local agency member of the authority, from holding a closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by the authority or a local agency member of the authority.

(c) Nothing in this section shall be construed to affect Section 54956.9 with respect to any other local agency.

Section 54956.95
Closed session; insurance pooling

(a) Nothing in this chapter shall be construed to prevent the legislative body of a joint powers agency formed pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1, from adopting a policy or a bylaw or including in its joint powers agreement provisions that authorize either or both of the following:

(1) All information received by the legislative body of the local agency member in a closed session related to the information presented to the joint powers agency in closed session shall be confidential. However, a member of the legislative body of a local agency member may disclose information obtained in a closed session that has direct financial or liability implications for that local agency to the following individuals:

(A) Legal counsel of that local agency member for purposes of obtaining advice on whether the matter has direct financial or liability implications for that local agency member.

(B) Other members of the legislative body of the local agency present in a closed session of that local agency member.

Section 54956.96
Closed session; joint powers authorities
 (operative until January 1, 2030)

Section 54956.96
Closed session; joint powers authorities
 (continued)

- (2) Any designated alternate member of the legislative body of the joint powers agency who is also a member of the legislative body of a local agency member and who is attending a properly noticed meeting of the joint powers agency in lieu of a local agency member's regularly appointed member to attend closed sessions of the joint powers agency.
- (b) (1) In addition to the authority described in subdivision (a), the Clean Power Alliance of Southern California, or its successor entity, may adopt a policy or a bylaw or include in its joint powers agreement a provision that authorizes both of the following:
- (A) A designated alternate member of the legislative body of the Clean Power Alliance of Southern California, or its successor entity, who is not a member of the legislative body of a local agency member and who is attending a properly noticed meeting of the Clean Power Alliance of Southern California, or its successor entity, in lieu of a local agency member's regularly appointed member, to attend closed sessions of the Clean Power Alliance of Southern California, or its successor entity.
- (B) All information that is received by a designated alternate member of the legislative body of the Clean Power Alliance of Southern California, or its successor entity, who is not a member of the legislative body of a local agency member, and that is presented to the Clean Power Alliance of Southern California, or its successor entity, in closed session, shall be confidential. However, the designated alternate member may disclose information obtained in a closed session that has direct financial or liability implications for the local agency member for which the designated alternate member attended the closed session, to the following individuals:
- (i) Legal counsel of that local agency member for purposes of obtaining advice on whether the matter has direct financial or liability implications for that local agency member.
- (ii) Members of the legislative body of the local agency present in a closed session of that local agency member.
- (2) If the Clean Power Alliance of Southern California, or its successor entity, adopts a policy or bylaw or includes in its joint powers agreement a provision authorized pursuant to paragraph (1), the Clean Power Alliance of Southern California, or its successor entity, shall establish policies to prevent conflicts of interest and to address breaches of confidentiality that apply to a designated alternate member who is not a member of the legislative body of a local agency member who attends a closed session of the Clean Power Alliance of Southern California, or its successor entity.
- (c) If the legislative body of a joint powers agency adopts a policy or a bylaw or includes provisions in its joint powers agreement pursuant to subdivision (a) or (b), then the legislative body of the local agency member, upon the advice of its legal counsel, may conduct a closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the joint powers agency pursuant to paragraph (1) of subdivision (a) or paragraph (1) of subdivision (b).
- (d) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

Section 54956.97
Closed sessions; public banks

- Notwithstanding any provision of law, the governing board, or a committee of the governing board, of a public bank, as defined in Section 57600 of the Government Code, may meet in closed session to consider and take action on matters pertaining to all of the following:
- (a) A loan or investment decision.
- (b) A decision of the internal audit committee, the compliance committee, or the governance committee.
- (c) A meeting with a state or federal regulator.

Section 54956.98
Protocol regarding closed sessions; public banks

- (a) For purposes of this section, the following definitions shall apply:
- (1) "Shareholder, member, or owner local agency" or "shareholder, member, or owner" means a local agency that is a shareholder of a public bank.
- (2) "Public bank" has the same meaning as defined in Section 57600.
- (b) The governing board of a public bank may adopt a policy or a bylaw or include in its governing documents provisions that authorize any of the following:
- (1) All information received by a shareholder, member, or owner of the public bank in a closed session related to the information presented to the governing board of a public bank in closed session shall be confidential. However, a member of the governing board of a shareholder, member, or owner local agency may disclose information obtained in a closed session that has direct financial or liability implications for that local agency to the following individuals:
- (A) Legal counsel of that shareholder, member, or owner local agency for purposes of obtaining advice on whether the matter has direct financial or liability implications for that shareholder local agency.
- (B) Other members of the governing board of the local agency present in a closed session of that shareholder, member, or owner local agency.
- (2) A designated alternate member of the governing board of the public bank who is also a member of the governing board of a shareholder, member, or owner local agency and who is attending a properly noticed meeting of the public bank governing board in lieu of a shareholder, member, or owner local agency's regularly appointed member may attend a closed session of the public bank governing board.
- (c) If the governing board of a public bank adopts a policy or a bylaw or includes provisions in its governing documents pursuant to subdivision (b), then the governing board of the shareholder, member, or owner local agency, upon the advice of its legal counsel, may conduct a closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the public bank governing board pursuant to paragraph (1) of subdivision (b).

(a) (1) This chapter does not prevent the legislative body of a local agency from holding closed sessions with the Governor, Attorney General, district attorney, agency counsel, sheriff, or chief of police, or other law enforcement or security personnel, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, a threat to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, a threat to the public’s right of access to public services or public facilities, or a threat to critical infrastructure controls or critical infrastructure information relating to cybersecurity.

Section 54957
Closed session; security personnel

(2) For purposes of this subdivision, the following definitions apply:

(A) “Critical infrastructure controls” means networks and systems controlling assets so vital to the local agency that the incapacity or destruction of those networks, systems, or assets would have a debilitating impact on public health, safety, economic security, or any combination thereof.

(B) “Critical infrastructure information” means information not customarily in the public domain pertaining to any of the following:

(i) Actual, potential, or threatened interference with, or an attack on, compromise of, or incapacitation of critical infrastructure controls by either physical or computer-based attack or other similar conduct, including, but not limited to, the misuse of, or unauthorized access to, all types of communications and data transmission systems, that violates federal, state, or local law or harms public health, safety, or economic security, or any combination thereof.

(ii) The ability of critical infrastructure controls to resist any interference, compromise, or incapacitation, including, but not limited to, any planned or past assessment or estimate of the vulnerability of critical infrastructure.

(iii) Any planned or past operational problem or solution regarding critical infrastructure controls, including, but not limited to, repair, recovery, reconstruction, insurance, or continuity, to the extent it is related to interference, compromise, or incapacitation of critical infrastructure controls.

(b) (1) Subject to paragraph (2), this chapter does not prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session.

Closed sessions to consider public employee actions or complaints

(2) As a condition to holding a closed session on specific complaints or charges brought against an employee by another person or employee, the employee shall be given written notice of their right to have the complaints or charges heard in an open session rather than a closed session, which notice shall be delivered to the employee personally or by mail at least 24 hours before the time for holding the session. If notice is not given, any disciplinary or other action taken by the legislative body against the employee based on the specific complaints or charges in the closed session shall be null and void.

(3) The legislative body also may exclude from the public or closed meeting, during the examination of a witness, any or all other witnesses in the matter being investigated by the legislative body.

(4) For the purposes of this subdivision, the term “employee” shall include an officer or an independent contractor who functions as an officer or an employee but shall not include any elected official, member of a legislative body or other independent contractors. This subdivision shall not limit local officials’ ability to hold closed session meetings pursuant to Sections 1461, 32106, and 32155 of the Health and Safety Code or Sections 37606 and 37624.3 of the Government Code. Closed sessions held pursuant to this subdivision shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline.

Employee definition

(a) The legislative body of any local agency shall publicly report any action taken in closed session and the vote or abstention on that action of every member present thereon, as follows:

Section 54957.1
Reporting out of closed session
 Real estate

(1) Approval of an agreement concluding real estate negotiations pursuant to Section 54956.8 shall be reported after the agreement is final, as follows:

(A) If its own approval renders the agreement final, the body shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held.

(B) If final approval rests with the other party to the negotiations, the local agency shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the local agency of its approval.

(2) Approval given to its legal counsel to defend, or seek or refrain from seeking appellate review or relief, or to enter as an amicus curiae in any form of litigation as the result of a consultation under Section 54956.9 shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency’s ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

Litigation

<p>Section 54957.1 Reporting out of closed session (continued) Settlement</p>	<p>(3) Approval given to its legal counsel of a settlement of pending litigation, as defined in Section 54956.9, at any stage prior to or during a judicial or quasi-judicial proceeding shall be reported after the settlement is final, as follows: (A) If the legislative body accepts a settlement offer signed by the opposing party, the body shall report its acceptance and identify the substance of the agreement in open session at the public meeting during which the closed session is held. (B) If final approval rests with some other party to the litigation or with the court, then as soon as the settlement becomes final, and upon inquiry by any person, the local agency shall disclose the fact of that approval, and identify the substance of the agreement.</p>
<p>Claims</p>	<p>(4) Disposition reached as to claims discussed in closed session pursuant to Section 54956.95 shall be reported as soon as reached in a manner that identifies the name of the claimant, the name of the local agency claimed against, the substance of the claim, and any monetary amount approved for payment and agreed upon by the claimant.</p>
<p>Employment action</p>	<p>(5) Action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee in closed session pursuant to Section 54957 shall be reported at the public meeting during which the closed session is held. Any report required by this paragraph shall identify the title of the position. The general requirement of this paragraph notwithstanding, the report of a dismissal or of the nonrenewal of an employment contract shall be deferred until the first public meeting following the exhaustion of administrative remedies, if any.</p>
<p>Labor agreement</p>	<p>(6) Approval of an agreement concluding labor negotiations with represented employees pursuant to Section 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. The report shall identify the item approved and the other party or parties to the negotiation.</p>
<p>Pension investment</p>	<p>(7) Pension fund investment transaction decisions made pursuant to Section 54956.81 shall be disclosed at the first open meeting of the legislative body held after the earlier of the close of the investment transaction or the transfer of pension fund assets for the investment transaction.</p>
<p>How to report response to written request</p>	<p>(b) Reports that are required to be made pursuant to this section may be made orally or in writing. The legislative body shall provide to any person who has submitted a written request to the legislative body within 24 hours of the posting of the agenda, or to any person who has made a standing request for all documentation as part of a request for notice of meetings pursuant to Section 54954.1 or 54956, if the requester is present at the time the closed session ends, copies of any contracts, settlement agreements, or other documents that were finally approved or adopted in the closed session. If the action taken results in one or more substantive amendments to the related documents requiring retyping, the documents need not be released until the retyping is completed during normal business hours, provided that the presiding officer of the legislative body or his or her designee orally summarizes the substance of the amendments for the benefit of the document requester or any other person present and requesting the information. (c) The documentation referred to in subdivision (b) shall be available to any person on the next business day following the meeting in which the action referred to is taken or, in the case of substantial amendments, when any necessary retyping is complete. (d) Nothing in this section shall be construed to require that the legislative body approve actions not otherwise subject to legislative body approval.</p>
<p>No claim based on public report</p>	<p>(e) No action for injury to a reputational, liberty, or other personal interest may be commenced by or on behalf of any employee or former employee with respect to whom a disclosure is made by a legislative body in an effort to comply with this section. (f) This section is necessary to implement, and reasonably within the scope of, paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.</p>
<p>Section 54957.2 Minute book for closed session; inspection</p>	<p>(a) The legislative body of a local agency may, by ordinance or resolution, designate a clerk or other officer or employee of the local agency who shall then attend each closed session of the legislative body and keep and enter in a minute book a record of topics discussed and decisions made at the meeting. The minute book made pursuant to this section is not a public record subject to inspection pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), and shall be kept confidential. The minute book shall be available only to members of the legislative body or, if a violation of this chapter is alleged to have occurred at a closed session, to a court of general jurisdiction wherein the local agency lies. The minute book may, but need not, consist of a recording of the closed session. (b) An elected legislative body of a local agency may require that each legislative body all or a majority of whose members are appointed by or under the authority of the elected legislative body keep a minute book as prescribed under subdivision (a).</p>

(a) Agendas of public meetings are disclosable public records under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), and shall be made available upon request without delay and in compliance with Section 54954.2 or Section 54956, as applicable. However, this section shall not apply to a writing, or portion thereof, that is exempt from public disclosure.

**Section 54957.5
Agenda and other writings distributed are public**

(b) (1) If a writing is a public record related to an agenda item for an open session of a regular meeting of the legislative body of a local agency and is distributed to all, or a majority of all, of the members of a legislative body of a local agency by a person in connection with a matter subject to discussion or consideration at an open meeting of the body less than 72 hours before that meeting, the writing shall be made available for public inspection pursuant to paragraph (2) at the time the writing is distributed to all, or a majority of all, of the members of the body.

Materials distributed less than 72 hours before regular meeting; made available to public at same time

(2) (A) Except as provided in subparagraph (B), a local agency shall comply with both of the following requirements:

(i) A local agency shall make any writing described in paragraph (1) available for public inspection at a public office or location that the agency shall designate for this purpose.

Available at public office or agendized location

(ii) A local agency shall list the address of the office or location designated pursuant to clause (i) on the agendas for all meetings of the legislative body of that agency.

(B) A local agency shall not be required to comply with the requirements of subparagraph (A) if all of the following requirements are met:

(i) An initial staff report or similar document containing an executive summary and the staff recommendation, if any, relating to that agenda item is made available for public inspection at the office or location designated pursuant to clause (i) of subparagraph (A) at least 72 hours before the meeting.

Available on website instead of public office or agendized location: requirements

(ii) The local agency immediately posts any writing described in paragraph (1) on the local agency's internet website in a position and manner that makes it clear that the writing relates to an agenda item for an upcoming meeting.

(iii) The local agency lists the web address of the local agency's internet website on the agendas for all meetings of the legislative body of that agency.

(iv) (I) Subject to subclause (II), the local agency makes physical copies available for public inspection, beginning the next regular business hours for the local agency, at the office or location designated pursuant to clause (i) of subparagraph (A).

(II) This clause is satisfied only if the next regular business hours of the local agency commence at least 24 hours before that meeting.

(c) Writings that are public records described in subdivision (b) and distributed during a public meeting shall be made available for public inspection at the meeting if prepared by the local agency or a member of its legislative body, or after the meeting if prepared by some other person. These writings shall be made available in appropriate alternative formats upon request by a person with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

Writings distributed during meeting are public records

(d) This chapter shall not be construed to prevent the legislative body of a local agency from charging a fee or deposit for a copy of a public record pursuant to Section 7922.530, except that a surcharge shall not be imposed on persons with disabilities in violation of Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

Fee for copies

(e) This section shall not be construed to limit or delay the public's right to inspect or obtain a copy of any record required to be disclosed under the requirements of the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), including, but not limited to, the ability of the public to inspect public records pursuant to Section 7922.525 and obtain copies of public records pursuant to either subdivision (b) of Section 7922.530 or Section 7922.535. This chapter shall not be construed to require a legislative body of a local agency to place any paid advertisement or any other paid notice in any publication.

(a) Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation, subject to all of the following conditions:

**Section 54957.6
Closed session; salaries and benefits**

(1) Prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies its designated representatives.

(2) The closed session shall be for the purpose of reviewing its position and instructing the local agency's designated representatives.

(3) The closed session may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees.

(4) Any closed session with the local agency's designated representative regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits may include discussion of an agency's available funds and funding priorities, but only insofar as these discussions relate to providing instructions to the local agency's designated representative.

(5) The closed session shall not include final action on the proposed compensation of one or more unrepresented employees.

<p>Section 54957.6 Closed session; salaries and benefits (continued)</p>	<p>(6) For the purposes enumerated in this section, a legislative body of a local agency may also meet with a state conciliator who has intervened in the proceedings.</p> <p>(b) For the purposes of this section, the term “employee” shall include an officer or an independent contractor who functions as an officer or an employee, but shall not include any elected official, member of a legislative body, or other independent contractors.</p>
<p>Section 54957.7 Basis of closed session to be disclosed in advance</p> <p>Resume open session to report out</p>	<p>(a) Prior to holding any closed session, the legislative body of the local agency shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the legislative body may consider only those matters covered in its statement. Nothing in this section shall require or authorize a disclosure of information prohibited by state or federal law.</p> <p>(b) After any closed session, the legislative body shall reconvene into open session prior to adjournment and shall make any disclosures required by Section 54957.1 of action taken in the closed session.</p> <p>(c) The announcements required to be made in open session pursuant to this section may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing the announcements.</p>
<p>Section 54957.8 Closed session; legislative body of a multi-jurisdictional drug enforcement agency</p>	<p>(a) For purposes of this section, “multijurisdictional law enforcement agency” means a joint powers entity formed pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 that provides law enforcement services for the parties to the joint powers agreement for the purpose of investigating criminal activity involving drugs; gangs; sex crimes; firearms trafficking or felony possession of a firearm; high technology, computer, or identity theft; human trafficking; or vehicle theft.</p> <p>(b) Nothing contained in this chapter shall be construed to prevent the legislative body of a multijurisdictional law enforcement agency, or an advisory body of a multijurisdictional law enforcement agency, from holding closed sessions to discuss the case records of any ongoing criminal investigation of the multijurisdictional law enforcement agency or of any party to the joint powers agreement, to hear testimony from persons involved in the investigation, and to discuss courses of action in particular cases.</p>
<p>Section 54957.9 Disorderly conduct of general public during meeting; clearing of room</p>	<p>In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of the meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the legislative body conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the legislative body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.</p>
<p>Section 54957.95 Removal of disruptive individual Prior warning</p>	<p>(a) (1) In addition to authority exercised pursuant to Sections 54954.3 and 54957.9, the presiding member of the legislative body conducting a meeting or their designee may remove, or cause the removal of, an individual for disrupting the meeting, including any teleconferenced meeting.</p> <p>(2) Prior to removing an individual, the presiding member or their designee shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding member or their designee may then remove the individual if they do not promptly cease their disruptive behavior. This paragraph does not apply to any behavior described in subparagraph (B) of paragraph (1) of subdivision (b).</p>
<p>Definitions</p>	<p>(b) As used in this section:</p> <p>(1) “Disrupting” means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, one of the following:</p> <p>(A) A failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law.</p> <p>(B) Engaging in behavior that constitutes use of force or a true threat of force.</p> <p>(2) “True threat of force” means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.</p>
<p>Section 54957.96 Removal of disruptive individual participating remotely</p>	<p>(a) The existing authority of a legislative body or its presiding officer to remove or limit participation by persons who engage in behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, including existing limitations upon that authority, shall apply to members of the public participating in a meeting via a two-way telephonic service or a two-way audiovisual platform.</p> <p>(b) For purposes of this section, the following definitions apply:</p> <p>(1) “Two-way audiovisual platform” means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service. A two-way audiovisual platform may be structured to disable the use of video for the public participants.</p> <p>(2) “Two-way telephonic service” means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.</p>

Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions to discuss a local agency employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan.

Section 54957.10
Closed session; deferred compensation plan

The provisions of this chapter shall apply to the legislative body of every local agency notwithstanding the conflicting provisions of any other state law.

Section 54958
Application of chapter

Each member of a legislative body who attends a meeting of that legislative body where action is taken in violation of any provision of this chapter, and where the member intends to deprive the public of information to which the member knows or has reason to know the public is entitled under this chapter, is guilty of a misdemeanor.

Section 54959
Penalty for unlawful meeting

(a) The district attorney or any interested person may commence an action by mandamus, injunction, or declaratory relief for the purpose of stopping or preventing violations or threatened violations of this chapter by members of the legislative body of a local agency or to determine the applicability of this chapter to ongoing actions or threatened future actions of the legislative body, or to determine the applicability of this chapter to past actions of the legislative body, subject to Section 54960.2, or to determine whether any rule or action by the legislative body to penalize or otherwise discourage the expression of one or more of its members is valid or invalid under the laws of this state or of the United States, or to compel the legislative body to audio record its closed sessions as hereinafter provided.

Section 54960
Action to stop violations; recording closed sessions

(b) The court in its discretion may, upon a judgment of a violation of Section 54956.7, 54956.8, 54956.9, 54956.95, 54957, or 54957.6, order the legislative body to audio record its closed sessions and preserve the audio recordings for the period and under the terms of security and confidentiality the court deems appropriate.

(c) (1) Each recording so kept shall be immediately labeled with the date of the closed session recorded and the title of the clerk or other officer who shall be custodian of the recording.

(2) The audio recordings shall be subject to the following discovery procedures:

(A) In any case in which discovery or disclosure of the audio recording is sought by either the district attorney or the plaintiff in a civil action pursuant to Section 54959, 54960, or 54960.1 alleging that a violation of this chapter has occurred in a closed session that has been recorded pursuant to this section, the party seeking discovery or disclosure shall file a written notice of motion with the appropriate court with notice to the governmental agency that has custody and control of the audio recording. The notice shall be given pursuant to subdivision (b) of Section 1005 of the Code of Civil Procedure.

(B) The notice shall include, in addition to the items required by Section 1010 of the Code of Civil Procedure, all of the following:

(i) Identification of the proceeding in which discovery or disclosure is sought, the party seeking discovery or disclosure, the date and time of the meeting recorded, and the governmental agency that has custody and control of the recording.

(ii) An affidavit that contains specific facts indicating that a violation of the act occurred in the closed session.

(3) If the court, following a review of the motion, finds that there is good cause to believe that a violation has occurred, the court may review, in camera, the recording of that portion of the closed session alleged to have violated the act.

(4) If, following the in camera review, the court concludes that disclosure of a portion of the recording would be likely to materially assist in the resolution of the litigation alleging violation of this chapter, the court shall, in its discretion, make a certified transcript of the portion of the recording a public exhibit in the proceeding.

(5) This section shall not permit discovery of communications that are protected by the attorney-client privilege.

(a) The district attorney or any interested person may commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that an action taken by a legislative body of a local agency in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 is null and void under this section. Nothing in this chapter shall be construed to prevent a legislative body from curing or correcting an action challenged pursuant to this section.

Section 54960.1
Suits to void actions violating Act

Demand cure

(b) Prior to any action being commenced pursuant to subdivision (a), the district attorney or interested person shall make a demand of the legislative body to cure or correct the action alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5. The demand shall be in writing and clearly describe the challenged action of the legislative body and nature of the alleged violation.

(c) (1) The written demand shall be made within 90 days from the date the action was taken unless the action was taken in an open session but in violation of Section 54954.2, in which case the written demand shall be made within 30 days from the date the action was taken.

(2) Within 30 days of receipt of the demand, the legislative body shall cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct or inform the demanding party in writing of its decision not to cure or correct the challenged action.

(3) If the legislative body takes no action within the 30-day period, the inaction shall be deemed a decision not to cure or correct the challenged action, and the 15-day period to commence the action described in subdivision (a) shall commence to run the day after the 30-day period to cure or correct expires.

Section 54960.1
Suits to void actions
violating Act
 (continued)

- (4) Within 15 days of receipt of the written notice of the legislative body’s decision to cure or correct, or not to cure or correct, or within 15 days of the expiration of the 30-day period to cure or correct, whichever is earlier, the demanding party shall be required to commence the action pursuant to subdivision (a) or thereafter be barred from commencing the action.
- (d) An action taken that is alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 shall not be determined to be null and void if any of the following conditions exist:
 - (1) The action taken was in substantial compliance with Sections 54953, 54954.2, 54954.5, 54954.6, 54956, and 54956.5.
 - (2) The action taken was in connection with the sale or issuance of notes, bonds, or other evidences of indebtedness or any contract, instrument, or agreement thereto.
 - (3) The action taken gave rise to a contractual obligation, including a contract let by competitive bid other than compensation for services in the form of salary or fees for professional services, upon which a party has, in good faith and without notice of a challenge to the validity of the action, detrimentally relied.
 - (4) The action taken was in connection with the collection of any tax.
 - (5) Any person, city, city and county, county, district, or any agency or subdivision of the state alleging noncompliance with subdivision (a) of Section 54954.2, Section 54956, or Section 54956.5, because of any defect, error, irregularity, or omission in the notice given pursuant to those provisions, had actual notice of the item of business at least 72 hours prior to the meeting at which the action was taken, if the meeting was noticed pursuant to Section 54954.2, or 24 hours prior to the meeting at which the action was taken if the meeting was noticed pursuant to Section 54956, or prior to the meeting at which the action was taken if the meeting is held pursuant to Section 54956.5.
 - (e) During any action seeking a judicial determination pursuant to subdivision (a) if the court determines, pursuant to a showing by the legislative body that an action alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 has been cured or corrected by a subsequent action of the legislative body, the action filed pursuant to subdivision (a) shall be dismissed with prejudice.
 - (f) The fact that a legislative body takes a subsequent action to cure or correct an action taken pursuant to this section shall not be construed or admissible as evidence of a violation of this chapter.

Section 54960.2
Actions to determine
past violations

Cease and desist letter

(a) The district attorney or any interested person may file an action to determine the applicability of this chapter to past actions of the legislative body pursuant to subdivision (a) of Section 54960 only if all of the following conditions are met:

Within 9 months of alleged violation

(1) The district attorney or interested person alleging a violation of this chapter first submits a cease and desist letter by postal mail or facsimile transmission to the clerk or secretary of the legislative body being accused of the violation, as designated in the statement pertaining to that public agency on file pursuant to Section 53051, or if the agency does not have a statement on file designating a clerk or a secretary, to the chief executive officer of that agency, clearly describing the past action of the legislative body and nature of the alleged violation.

60 days to commence action

(2) The cease and desist letter required under paragraph (1) is submitted to the legislative body within nine months of the alleged violation.

(3) The time during which the legislative body may respond to the cease and desist letter pursuant to subdivision (b) has expired and the legislative body has not provided an unconditional commitment pursuant to subdivision (c).

30 days to respond

(4) Within 60 days of receipt of the legislative body’s response to the cease and desist letter, other than an unconditional commitment pursuant to subdivision (c), or within 60 days of the expiration of the time during which the legislative body may respond to the cease and desist letter pursuant to subdivision (b), whichever is earlier, the party submitting the cease and desist letter shall commence the action pursuant to subdivision (a) of Section 54960 or thereafter be barred from commencing the action.

Unconditional commitment to cease and desist

(b) The legislative body may respond to a cease and desist letter submitted pursuant to subdivision (a) within 30 days of receiving the letter. This subdivision shall not be construed to prevent the legislative body from providing an unconditional commitment pursuant to subdivision (c) at any time after the 30-day period has expired, except that in that event the court shall award court costs and reasonable attorney fees to the plaintiff in an action brought pursuant to this section, in accordance with Section 54960.5.

(c) (1) If the legislative body elects to respond to the cease and desist letter with an unconditional commitment to cease, desist from, and not repeat the past action that is alleged to violate this chapter, that response shall be in substantially the following form:

To _____:

The [name of legislative body] has received your cease and desist letter dated [date] alleging that the following described past action of the legislative body violates the Ralph M. Brown Act:

[Describe alleged past action, as set forth in the cease and desist letter submitted pursuant to subdivision (a)]

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the [name of legislative body] hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action as described above.

The [name of legislative body] may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as “Rescission of Brown Act Commitment.” You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address or addresses you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, you will have the right to commence legal action pursuant to subdivision (a) of Section 54960 of the Government Code. That notice will be delivered to you by the same means as this commitment, or may be mailed to an address that you have designated in writing.

Section 54960.2
Actions to determine past violations
 (continued)

Very truly yours,

 [Chairperson or acting chairperson of the legislative body]

(2) An unconditional commitment pursuant to this subdivision shall be approved by the legislative body in open session at a regular or special meeting as a separate item of business, and not on its consent agenda.

(3) An action shall not be commenced to determine the applicability of this chapter to any past action of the legislative body for which the legislative body has provided an unconditional commitment pursuant to this subdivision. During any action seeking a judicial determination regarding the applicability of this chapter to any past action of the legislative body pursuant to subdivision (a), if the court determines that the legislative body has provided an unconditional commitment pursuant to this subdivision, the action shall be dismissed with prejudice. Nothing in this subdivision shall be construed to modify or limit the existing ability of the district attorney or any interested person to commence an action to determine the applicability of this chapter to ongoing actions or threatened future actions of the legislative body.

(4) Except as provided in subdivision (d), the fact that a legislative body provides an unconditional commitment shall not be construed or admissible as evidence of a violation of this chapter.

No admission of violation

(d) If the legislative body provides an unconditional commitment as set forth in subdivision (c), the legislative body shall not thereafter take or engage in the challenged action described in the cease and desist letter, except as provided in subdivision (e). Violation of this subdivision shall constitute an independent violation of this chapter, without regard to whether the challenged action would otherwise violate this chapter. An action alleging past violation or threatened future violation of this subdivision may be brought pursuant to subdivision (a) of Section 54960, without regard to the procedural requirements of this section.

(e) The legislative body may resolve to rescind an unconditional commitment made pursuant to subdivision (c) by a majority vote of its membership taken in open session at a regular meeting as a separate item of business not on its consent agenda, and noticed on its posted agenda as “Rescission of Brown Act Commitment,” provided that not less than 30 days prior to such regular meeting, the legislative body provides written notice of its intent to consider the rescission to each person to whom the unconditional commitment was made, and to the district attorney. Upon rescission, the district attorney or any interested person may commence an action pursuant to subdivision (a) of Section 54960. An action under this subdivision may be brought pursuant to subdivision (a) of Section 54960, without regard to the procedural requirements of this section.

Notice of rescission of unconditional commitment

A court may award court costs and reasonable attorney fees to the plaintiff in an action brought pursuant to Section 54960 or 54960.1, or 54960.2 where it is found that a legislative body of the local agency has violated this chapter. Additionally, when an action brought pursuant to Section 54960.2 is dismissed with prejudice because a legislative body has provided an unconditional commitment pursuant to paragraph (1) of subdivision (c) of that section at any time after the 30-day period for making such a commitment has expired, the court shall award court costs and reasonable attorney fees to the plaintiff if the filing of that action caused the legislative body to issue the unconditional commitment. The costs and fees shall be paid by the local agency and shall not become a personal liability of any public officer or employee of the local agency.

Section 54960.5
Costs and attorney fees

A court may award court costs and reasonable attorney fees to a defendant in any action brought pursuant to Section 54960 or 54960.1 where the defendant has prevailed in a final determination of such action and the court finds that the action was clearly frivolous and totally lacking in merit.

(a) No legislative body of a local agency shall conduct any meeting in any facility that prohibits the admittance of any person, or persons, on the basis of ancestry or any characteristic listed or defined in Section 11135, or which is inaccessible to disabled persons, or where members of the public may not be present without making a payment or purchase. This section shall apply to every local agency as defined in Section 54951.

Section 54961
Meetings to be accessible; identity of victims of sexual misconduct or child abuse

(b) No notice, agenda, announcement, or report required under this chapter need identify any victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed.

Except as expressly authorized by this chapter, or by Sections 1461, 1462, 32106, and 32155 of the Health and Safety Code, or by Sections 37606, 37606.1 and 37624.3 of the Government Code as they apply to hospitals, or by any provision of the Education Code pertaining to school districts and community college districts, no closed session may be held by any legislative body of any local agency.

Section 54962
Unauthorized closed sessions prohibited

Section 54963

Disclosure of confidential information prohibited

Confidential information

Remedies for closed session leak

(a) A person may not disclose confidential information that has been acquired by being present in a closed session authorized by Section 54956.7, 54956.8, 54956.86, 54956.87, 54956.9, 54957, 54957.6, 54957.8, or 54957.10 to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information.

(b) For purposes of this section, “confidential information” means a communication made in a closed session that is specifically related to the basis for the legislative body of a local agency to meet lawfully in closed session under this chapter.

(c) Violation of this section may be addressed by the use of such remedies as are currently available by law, including, but not limited to:

- (1) Injunctive relief to prevent the disclosure of confidential information prohibited by this section.
- (2) Disciplinary action against an employee who has willfully disclosed confidential information in violation of this section.
- (3) Referral of a member of a legislative body who has willfully disclosed confidential information in violation of this section to the grand jury.

(d) Disciplinary action pursuant to paragraph (2) of subdivision (c) shall require that the employee in question has either received training as to the requirements of this section or otherwise has been given notice of the requirements of this section.

(e) A local agency may not take any action authorized by subdivision (c) against a person, nor shall it be deemed a violation of this section, for doing any of the following:

- (1) Making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts to a district attorney or grand jury that are necessary to establish the illegality of an action taken by a legislative body of a local agency or the potential illegality of an action that has been the subject of deliberation at a closed session if that action were to be taken by a legislative body of a local agency.
- (2) Expressing an opinion concerning the propriety or legality of actions taken by a legislative body of a local agency in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action.
- (3) Disclosing information acquired by being present in a closed session under this chapter that is not confidential information.

(f) Nothing in this section shall be construed to prohibit disclosures under the whistleblower statutes contained in Section 1102.5 of the Labor Code or Article 4.5 (commencing with Section 53296) of Chapter 2 of this code.

RELATED STATUTES

Section 35144

Special meetings; who may call

School Districts (Education Code)

A special meeting of the governing board of a school district may be called at any time by the presiding officer of the board, or by a majority of the members thereof, by delivering personally or by mail written notice to each member of the board, and to each local newspaper of general circulation, radio, or television station requesting notice in writing. The notice shall be delivered personally or by mail at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at those meetings by the governing board. The written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the clerk or secretary of the board a written waiver of notice. The waiver may be given by telegram. The written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes. The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public and district employees.

Section 35145

Public meetings; posting of agenda; commencing lawsuits

All meetings of the governing board of any school district shall be open to the public and shall be conducted in accordance with Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code. All actions authorized or required by law of the governing board shall be taken at the meetings and shall be subject to the following requirements:

- (a) Minutes shall be taken at all of those meetings, recording all actions taken by the governing board. The minutes are public records and shall be available to the public.
- (b) An agenda shall be posted by the governing board, or its designee, in accordance with the requirements of Section 54954.2 of the Government Code. Any interested person may commence an action by mandamus or injunction pursuant to Section 54960.1 of the Government Code for the purpose of obtaining a judicial determination that any action taken by the governing board in violation of this subdivision or Section 35144 is null and void.

Section 35145.5

Public right to request agenda items; public participation

It is the intent of the Legislature that members of the public be able to place matters directly related to school district business on the agenda of school district governing board meetings. Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the governing board on any item of interest to the public, before or during the governing board’s consideration of the item, that is within the subject matter jurisdiction of the governing board. Governing boards shall adopt reasonable regulations to insure that this intent is carried out. The regulations may specify reasonable procedures to insure the proper functioning of governing board meetings.

This subdivision shall not preclude the taking of testimony at regular meetings on matters not on the agenda which any member of the public may wish to bring before the board, provided that, except as authorized by Section 54954.2 of the Government Code, no action is taken by the board on those matters at the same meeting at which the testimony is taken. Nothing in this paragraph shall be deemed to limit further discussion on the same subject matter at a subsequent meeting.

Section 35145.5
Public right to request agenda items; public participation
 (continued)

Notwithstanding the provisions of Section 35145 of this code and Section 54950 of the Government Code, the governing body of a school district shall, unless a request by the parent has been made pursuant to this section, hold closed sessions if the board is considering the suspension of, or disciplinary action or any other action except expulsion in connection with any pupil of the school district, if a public hearing upon such question would lead to the giving out of information concerning school pupils which would be in violation of Article 5 (commencing with Section 49073) of Chapter 6.5 of Part 27 of this code.

Section 35146
Closed session; expulsions

Before calling such closed session of the governing board of the district to consider these matters, the governing board of the district shall, in writing, by registered or certified mail or by personal service, if the pupil is a minor, notify the pupil and his or her parent or guardian, or the pupil if the pupil is an adult, of the intent of the governing board of the district to call and hold such closed session. Unless the pupil, or his or her parent, or guardian shall, in writing, within 48 hours after receipt of such written notice of intention, request that the hearing of the governing board be held as a public meeting, then the hearing to consider such matters shall be conducted by the governing board in closed session. If such written request is served upon the clerk or secretary of the governing board, the meeting shall be public except that any discussion at such meeting that might be in conflict with the right to privacy of any pupil other than the pupil requesting the public meeting or on behalf of whom such meeting is requested, shall be in closed session. Whether the matter is considered at a closed session or at a public meeting, the final action of the governing board of the school district shall be taken at a public meeting and the result of such action shall be a public record of the school district.

(a) Except as specified in this section, any meeting of the councils or committees specified in subdivision (b) is exempt from the provisions of this article, the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Division 3 of Title 2 of the Government Code), and the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

Section 35147
School site councils exempt

(b) The councils and schoolsite advisory committees established pursuant to Sections 52063, 52069, and 52176, subdivision (b) of Section 54425, Sections 54444.2, 56190, 62002.5, and 65000, and committees formed pursuant to Section 11503 are subject to this section.

(c) (1) Any meeting held by a council or committee specified in subdivision (b) shall be open to the public, and any member of the public shall be able to address the council or committee during the meeting on any item within the subject matter jurisdiction of the council or committee. Notice of the meeting shall be posted at the schoolsite, or other appropriate place accessible to the public, at least 72 hours before the time set for the meeting. The notice shall specify the date, time, and location of the meeting and contain an agenda describing each item of business to be discussed or acted upon. The council or committee may not take any action on any item of business unless that item appeared on the posted agenda or unless the council or committee members present, by unanimous vote, find that there is a need to take immediate action and that the need for action came to the attention of the council or committee subsequent to the posting of the agenda.

(2) Questions or brief statements made at a meeting by members of the council, committee, or public that do not have a significant effect on pupils or employees in the school or school district, or that can be resolved solely by the provision of information, need not be described on an agenda as items of business. If a council or committee violates the procedural meeting requirements of this section, upon demand of any person, the council or committee shall reconsider the item at its next meeting, after allowing for public input on the item.

(d) Any materials provided to a schoolsite council shall be made available to any member of the public who requests the materials pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code).

All meetings of the governing board of the school district and the county board of education at which the granting, revocation, appeal, or renewal of a charter petition is discussed shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

Section 47608
Review of charter petitions

School Districts (Government Code)

All the proceedings set forth in subdivisions (a) to (d), inclusive, are exempt from the provisions of Sections 35144 and 35145 of the Education Code, the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2), and the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), unless the parties mutually agree otherwise:

Section 3549.1
Closed session; certified employees

(a) Any meeting and negotiating discussion between a public school employer and a recognized or certified employee organization.

(b) Any meeting of a mediator with either party or both parties to the meeting and negotiating process.

Section 3549.1
Closed session; certified employees
 (continued)

- (c) Any hearing, meeting, or investigation conducted by a factfinder or arbitrator.
- (d) Any executive session of the public school employer or between the public school employer and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives.

Section 47604.1
Special charter school meeting rules

Charter Schools (Education Code)

(1) The Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), except that a charter school operated by an entity pursuant to Chapter 5 (commencing with Section 47620) shall be subject to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) regardless of the authorizing entity....[portions omitted]

Where to meet; teleconferencing, recordings

(c) (1) (A) The governing body of one charter school shall meet within the physical boundaries of the county in which the charter school is located.

(B) A two-way teleconference location shall be established at each schoolsite.

(2) (A) The governing body of one nonclassroom-based charter school that does not have a facility or operates one or more resource centers shall meet within the physical boundaries of the county in which the greatest number of pupils who are enrolled in that charter school reside.

(B) A two-way teleconference location shall be established at each resource center.

(3) (A) For a governing body of an entity managing one or more charter schools located within the same county, the governing body of the entity managing a charter school shall meet within the physical boundaries of the county in which that charter school or schools are located.

(B) A two-way teleconference location shall be established at each schoolsite and each resource center.

(4) (A) For a governing body of an entity that manages two or more charter schools that are not located in the same county, the governing body of the entity managing the charter schools shall meet within the physical boundaries of the county in which the greatest number of pupils enrolled in those charter schools managed by that entity reside.

(B) A two-way teleconference location shall be established at each schoolsite and each resource center.

(C) The governing body of the entity managing the charter schools shall audio record, video record, or both, all the governing board meetings and post the recordings on each charter school's internet website.

(5) This subdivision does not limit the authority of the governing body of a charter school and an entity managing a charter school to meet outside the boundaries described in this subdivision if authorized by Section 54954 of the Government Code, and the meeting place complies with Section 54961 of the Government Code.

[section (d) omitted]

(e) To the extent a governing body of a charter school or an entity managing a charter school engages in activities that are unrelated to a charter school, Article 4 (commencing with Section 1090) of Chapter 1 of Division 4 of Title 1 of the Government Code, the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code), the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), and the Political Reform Act of 1974 (Title 9 (commencing with Section 81000) of the Government Code) shall not apply with regard to those unrelated activities unless otherwise required by law.

Unrelated activities excluded

(f) A meeting of the governing body of a charter school to discuss items related to the operation of the charter school shall not include the discussion of any item regarding an activity of the governing body that is unrelated to the operation of the charter school.

(g) The requirements of this section shall not be waived by the state board pursuant to Section 33050 or any other law.

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ABOUT US

Procopio is a full-service business and litigation law firm committed to thoughtful problem solving and improving your bottom line. With more than 180 attorneys based in Del Mar, San Diego, Orange County, Silicon Valley, Las Vegas, Scottsdale, and Washington, D.C., we're passionate about knowing your business and helping you grow and protect it for the long term.

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Acknowledgement of Receipt and Review

I acknowledge that I have received a copy of ***The Ralph M. Brown Act and Related Statutes (as of January 2026)***, as prepared by Procopio, Cory, Hargreaves & Savitch LLP, and distributed by Motivated Youth Academy Charter School.

I understand that the Ralph M. Brown Act governs open meeting requirements for legislative bodies of local agencies, including charter school governing boards, and is intended to ensure transparency, public access, and accountability in the conduct of the public's business.

I further acknowledge that:

- I am responsible for reviewing and familiarizing myself with the requirements of the Brown Act and applicable related statutes.
- Compliance with the Brown Act is a condition of my service as a member of the Governing Board (or applicable committee or body) of MY Academy.
- Failure to comply with the Brown Act may result in legal consequences for the individual and the organization.

This acknowledgement is provided in compliance with **Government Code § 54952.7**, which requires public agencies to distribute the Brown Act to members of their legislative bodies.

Acknowledged By:

Name: _____

Title/Role: _____

Signature: _____

Date: _____

This acknowledgement will be maintained in MY Academy's official records.

Coversheet

Announcement of 2026 Graduation Ceremony Dates, Times, and Locations

Section:	VI. Oral Presentations
Item:	C. Announcement of 2026 Graduation Ceremony Dates, Times, and Locations
Purpose:	FYI
Submitted by:	Bill Dobson
Related Material:	NORTH - 2026 ENGLISH - June Graduation Information.pdf NORTH - 2026 Español - June Graduation Information.pdf SOUTH - 2026 ENGLISH - June Graduation Information.pdf SOUTH - 2026 Español - June Graduation Information.pdf EAST - 2026 ENGLISH - June Graduation Information.pdf EAST - 2026 Español - June Graduation Information.pdf WEST - 2026 ENGLISH - June Graduation Information.pdf WEST - 2026 Español - June Graduation Information.pdf

BACKGROUND:

Motivated Youth Academy is pleased to announce the 2026 graduation ceremonies, which will be held across four regional clusters to better serve our students and families. This approach reflects our ongoing commitment to equity, access, and meaningful family engagement.

The San Diego County Office of Education’s *Equity Blueprint for Action* highlights critical issues of equity, particularly the need to address historical barriers that have limited participation for marginalized communities. Educational research consistently demonstrates the positive impact of strong family engagement on student success. As such, it is the responsibility of school systems to actively create inclusive, welcoming environments that foster authentic partnerships with families.

Historically, many families have experienced exclusion from educational systems due to structures, practices, and policies that limited their voice and participation. Motivated Youth Academy is committed to addressing and healing these impacts by proactively building trust and creating opportunities for meaningful engagement.

Alignment to LCFF Priority 3: Family Involvement

This initiative aligns directly with LCFF Priority 3, which supports the use of resources to promote family participation in the educational process for all students. By decentralizing graduation ceremonies and hosting them within each of the four clusters MYA serves, we are reducing barriers related to travel time and distance, thereby increasing accessibility and participation for families.

2026 Graduation Ceremonies

Motivated Youth Academy will hold four separate graduation ceremonies. Each ceremony will take place within a regional cluster to ensure increased access and community connection.

Program Design and Experience

Each ceremony will mirror the structure and spirit of the June 2025 graduation ceremony while being smaller in scale. This intentional design will provide a more personalized and meaningful experience for students and their families, while maintaining the high standards and celebratory nature that define MYA’s graduation events.

This approach reflects MYA's commitment to student-centered practices and reinforces our mission to create equitable, inclusive, and supportive learning environments for all students and families.

Conclusion

By expanding graduation ceremonies across multiple locations, Motivated Youth Academy is taking a meaningful step toward increasing family engagement, removing barriers to participation, and honoring the diverse communities we serve. These efforts exemplify our collective commitment to ensuring that all students and families feel seen, valued, and celebrated as we recognize this important milestone.



Class of 2026

GRADUATION CEREMONY

June 2, 2026 - 5:00 PM

FAIRFIELD INN & SUITES BY MARRIOTT, MENIFEE

30140 TOWN CENTER DR. MENIFEE, CA 92584

RHONE ROOM



La classe de 2026



CEREMONIA DE GRADUACIÓN

El 2udo de Junio de 2026 - 5:00 PM

FAIRFIELD INN & SUITES BY MARRIOTT, MENIFEE

30140 TOWN CENTER DR. MENIFEE, CA 92584

RHONE ROOM





Class of 2026

GRADUATION CEREMONY

June 4, 2026 - 5:00 PM

THE SALVATION ARMY RAY & JOAN KROC CORPS
COMMUNITY CENTER

6753 UNIVERSITY AVE, SAN DIEGO, CA 92115
ROLANDO ROOM



La classe de 2026



CEREMONIA DE GRADUACIÓN

El 4to de Junio de 2026 - 5:00 PM

THE SALVATION ARMY RAY & JOAN KROC CORPS
COMMUNITY CENTER

6753 UNIVERSITY AVE, SAN DIEGO, CA 92115
ROLANDO ROOM





Class of 2026

GRADUATION CEREMONY

June 1, 2026 - 5:00 PM

CAMPO EDUCATION CENTER

36210 BIA RD 10 CAMPO, CA 91906
MAIN HALL





La classe de 2026



CEREMONIA DE GRADUACIÓN

El 1er de Junio de 2026 - 5:00 PM

CAMPO EDUCATION CENTER

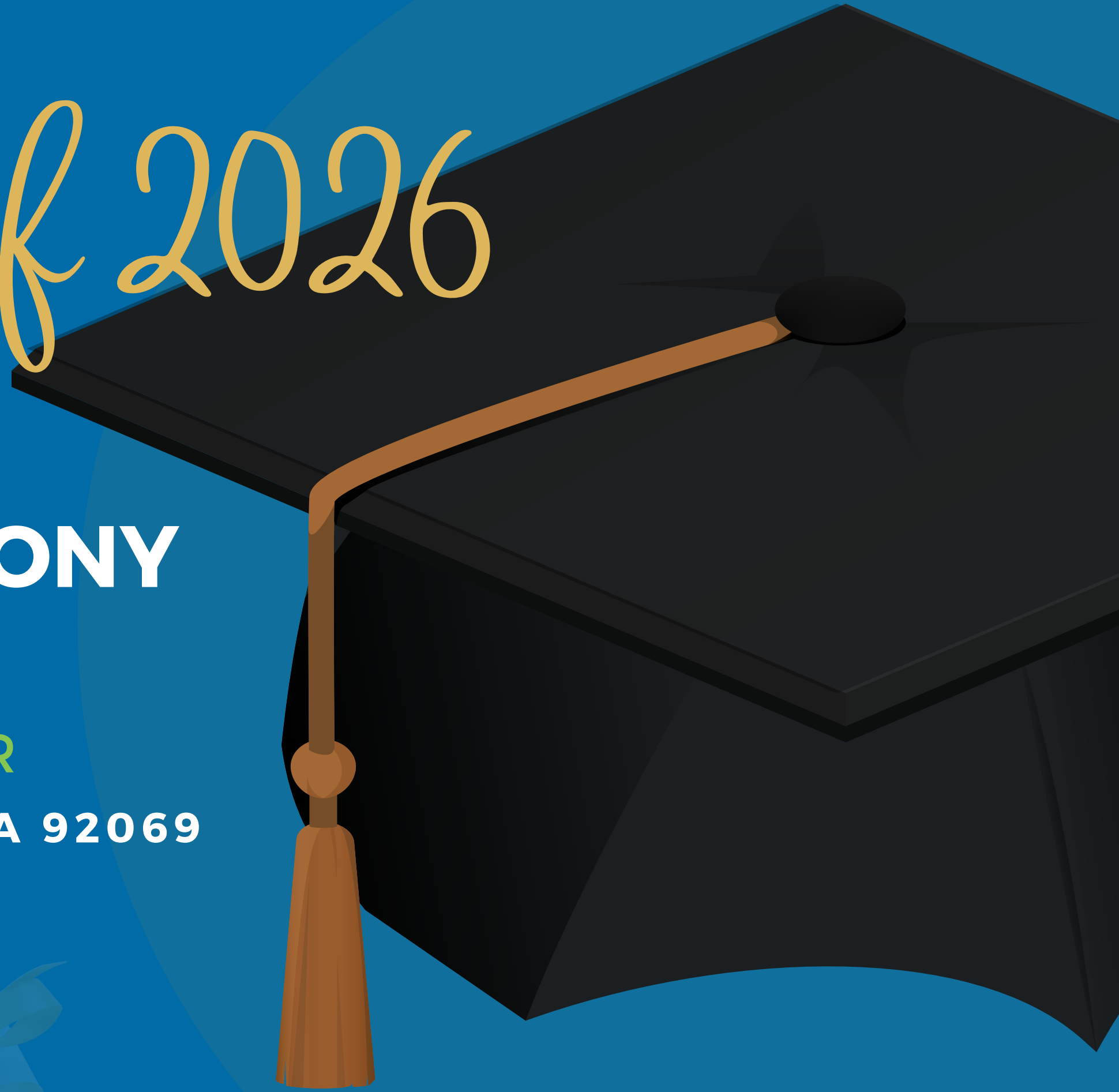
36210 BIA RD 10 CAMPO, CA 91906

MAIN HALL





Class of 2026



GRADUATION CEREMONY

June 3, 2026 - 5:00 PM

SAN MARCOS COMMUNITY CENTER

3 CIVIC CENTER DR. SAN MARCOS, CA 92069
COMMUNITY MAIN HALL





La classe de 2026



CEREMONIA DE GRADUACIÓN

El 3ero de Junio de 2026 - 5:00 PM

SAN MARCOS COMMUNITY CENTER

3 CIVIC CENTER DR. SAN MARCOS, CA 92069
COMMUNITY MAIN HALL



Coversheet

Approval of the Fifth Amended and Restated Bylaws of Motivated Youth Academy

Section: VII. Board Governance
Item: A. Approval of the Fifth Amended and Restated Bylaws of Motivated Youth Academy
Purpose: Vote
Submitted by: Gigi Lenz
Related Material:
Fifth Amended Bylaws of Motivated Youth Academy Charter Schools - Redlined - 2026.03.30.pdf
Fifth Amended Bylaws of Motivated Youth Academy Charter Schools - For Board Approval - 2026.03.30.pdf

BACKGROUND:

The Fifth Amended Bylaws have been updated to strengthen governance practices, improve transparency in Board operations, and align with current legal and operational standards. Key revisions include the addition of a more structured and transparent process for the nomination and election of Board members through the use of a committee, including defined timelines for candidate identification and communication to the Board. Additional updates clarify Board officer roles and responsibilities to support effective meeting facilitation and governance, and incorporate refined language throughout to ensure consistency with applicable laws, including the Brown Act and California Nonprofit Public Benefit Corporation Law. These changes are intended to enhance clarity, accountability, and the overall effectiveness of Board governance.

RECOMMENDATION:

It is recommended the Board approve the Fifth Amended and Restated Bylaws for Motivated Youth Academy (#1628).

Fiscal Impact: None

FIFTH~~FOURTH~~ AMENDED AND RESTATED BYLAWS
OF
MOTIVATED YOUTH ACADEMY CHARTER SCHOOL
(A California Nonprofit Public Benefit Corporation)

Adopted on ~~[Month, Day, Year]~~ **[Month, Day, Year]**

ARTICLE I. NAME

Section 1.01 Corporate Name. The name of this corporation is Motivated Youth Academy Charter School (hereinafter, the “Corporation”).

ARTICLE II. OFFICES

Section 2.01 Principal Office. The principal office of the Corporation is located at 500 La Terraza Blvd, Suite 150 Escondido, CA 92025. The Board of Directors (“Board”) may change the principal office from one location to another within the State of California.

Section 2.02 Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where this Corporation is qualified to conduct its activities.

ARTICLE III. PURPOSES

Section 3.01 Description in Articles. The Corporation’s general and specific purposes are described in its Articles of Incorporation.

ARTICLE IV. DEDICATION OF ASSETS

Section 4.01 Dedication of Assets. This Corporation’s assets are irrevocably dedicated to charitable and educational purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall insure to the benefit of any private person or individual, or to any Director or officer of the Corporation. Upon dissolution of the Corporation, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed as set forth in its Articles of Incorporation.

ARTICLE V. NO MEMBERS

Section 5.01 No Members. The Corporation shall have no members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

Section 5.02 Authority Vested in the Board. Any action that otherwise requires approval by a majority of all members, or approval by the members, requires only approval of the Board. All rights that would otherwise vest under the California Nonprofit Public Benefit Corporation Law in the members shall vest in the Board.

Section 5.03 Associates. The Corporation may use the term “members” to refer to persons associated with it, but such persons shall not be corporate members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE VI. BOARD OF DIRECTORS

Section 6.01 General Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and any limitations of the Articles of Incorporation or these Bylaws, the Corporation's activities and affairs shall be conducted, and all corporate powers shall be exercised, by or under the direction of the Board. The Board may delegate the management of the Corporation's activities to any person(s), management company, or committees, however composed, provided that the Corporation's activities and affairs shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 6.02 Specific Powers. Without prejudice to such general powers, but subject to the same limitations, the Board shall have the following powers:

- (a) To approve personnel policies and monitor their implementation; to select and remove certain officers, agents, and employees of the Corporation, and to prescribe such powers and duties for them as are compatible with law, the Articles of Incorporation, or these Bylaws; to fix their compensation;
- (b) To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations to do so which are not inconsistent with law, the Corporation's Articles of Incorporation, or these Bylaws;
- (c) To change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; and conduct its activities in or outside California;
- (d) To borrow money and incur indebtedness for the Corporation's purposes and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and security therefore;
- (e) To carry on a business and apply any revenues in excess of expenses that result from the business activity to any activity that it may lawfully engage in;
- (f) To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey, or otherwise dispose of real and personal property;
- (g) To act as trustee under any trust incidental to the principal object of the Corporation, and to receive, hold, administer, exchange, and expend funds and property subject to such trust; and
- (h) To enter into any contracts or other instruments, and do any and all other things incidental to or expedient for attainment of the Corporation's purposes.

Section 6.03 Number of Directors. The Board shall consist of a minimum of three (3) and no more than nine (9) Directors, with the actual number to be determined from time to time by the Board. If a charter authorizer representative serves on the Board pursuant to Education Code Section 47604(c), the Board may elect an additional Director to maintain an odd number of Directors, even in excess of the nine (9) Director limit described in this section.

Section 6.04 Election of Directors. Unless an alternative process is adopted or implemented by the Board, candidates shall be nominated, evaluated and elected ~~as follows:~~ ¶¶

~~(a) The Board will appoint an advisory committee to identify qualified candidates for election to the Board, and will endeavor to appoint the committee at least thirty (30) days before an election of Director(s). The committee will prepare and provide the Board a list of qualified candidates nominated by the committee, and will endeavor to complete and provide the Board such list at least seven (7) days before the election or at such other time as the Board may direct. If available at the time, the Secretary shall also provide the Board with a copy of the list when sending notice of the meeting at which the election will be held, or as soon as possible thereafter.~~ ¶¶

~~(b) Directors shall be elected by a majority vote of the Directors then in office, typically at the Board's annual meeting. All Directors shall have full voting rights.~~

Section 6.05 Terms of Office. With the exception of the initial Board that served five-year terms, each Director shall hold office for a three-year term, but the Board may designate a particular Director to serve a one-, two- or three-year term in order to maintain staggered terms on the Board. Each incumbent Director shall serve until a successor has been elected and seated by the Board. There shall be no limitation on the number of consecutive terms to which a Director may be re-elected.

Section 6.06 Events Causing Vacancies on Board. A vacancy on the Board shall be deemed to exist if a Director dies, resigns, is removed, or if the authorized number of Directors is increased. The Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, convicted of a felony, or found by a final order or judgment of any court to have breached any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law. Vacancies on the Board shall be filled by the vote of a majority of Directors then in office. Each Director so elected shall hold office until the expiration of the term of the replaced Director and until a successor has been duly elected and seated by the Board.

Section 6.07 Removal. Any Director may be removed at any time by a majority vote of the Board, with or without cause.

Section 6.08 Resignation. Subject to Section 5226 of the California Nonprofit Public Benefit Corporation Law, any Director may resign effective upon giving written notice to the Executive Director/CEO, the Board President, or the Board as a whole, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected before then to take office when the resignation becomes effective. No Director may resign when the Corporation would then be left without at least one (1) Director in charge of its affairs.

Section 6.09 Brown Act and Charter Schools Act Compliance; Location of Meetings. Meetings of the Board with respect to charter school operations shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Government Code Sections 54950, *et seq.*) ("Brown Act") and the Charter Schools Act.

Section 6.10 Annual Meetings. The Board shall meet annually for the purpose of organization, election of directors and officers and the transaction of such other business as may properly be brought before the meeting.

Section 6.11 Regular Meetings. The Board shall hold regular meetings, along with the annual meetings, at such times and places as may from time to time be fixed by the Board. Regular meetings of the Board related to charter school operations shall be called, held, and conducted in accordance with the Brown Act and the Charter Schools Act, including that agendas for such meetings will be posted seventy-two (72) hours prior to the meeting in a location that is freely accessible to members of the public and on the school's website. The notice shall contain a brief general description of each item of business to be transacted or discussed at the meeting.

Section 6.12 Special Meetings. Special meetings of the Board for any purpose may be called at any time by the Executive Director/CEO, the Board President, or any two Directors. Notice of the time and place of special meetings shall be delivered to each Director personally or by telephone or email. Notice of special meetings related to charter school operations shall be provided at least twenty-four (24) hours prior to the meeting and shall be held in locations and in a manner consistent with the Brown Act and the Charter School Act.

Section 6.13 Quorum. A majority of the actual number of Directors then in office shall constitute a quorum. Every action taken or decision made by a majority of the Directors present at a meeting duly held at which a quorum is present is an act of the Board, subject to the provisions of Corporations Code Section 5212 (appointment of committees), Section 5233 (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 5234 (approval of certain transactions between corporations having common directorships), Section 5235 (compensation of directors or officers), and Section 5238(e) (indemnification of directors), and except as may be otherwise provided under the Political Reform Act, if applicable. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, but no action can be taken unless and until a quorum is restored. Directors may not vote by proxy.

Section 6.14 Participation by Teleconference. Directors may participate in a meeting of the Board through the use of teleconference telephone, electronic video communication, or similar communications equipment, so long as each Director participating in such meeting can communicate with all of the other Directors concurrently and is provided the means of participating in all matters before the Board. In addition, a Board meeting related to charter school operations must be noticed and conducted in compliance with Section 54953(b) of the Brown Act and the Charter Schools Act, including without limitation the following:

- (a) At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within the Corporation's jurisdiction;
- (b) All votes taken during a teleconference meeting shall be by roll call;
- (c) Agendas shall be posted at all teleconference locations, with each location identified in the notice and agenda of the meeting;
- (d) All locations where a member of the Board participates via teleconference must be fully accessible to members of the public and shall be listed on the agenda;

(e) Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location; and

(f) Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 6.15 Waiver of Notice. Notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting the lack of notice to such Director prior thereto or at its commencement. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 6.16 Action Without Meeting. The Board may take action without a meeting with respect to activities that are not related to charter school operations, if any, so long as all Directors on the Board consent in writing to such action and if allowed by applicable law under the Government and Educations Codes. Such written consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the Board.

Section 6.17 Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any Board meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the adjourned meeting to the Directors who were not present at the time of the adjournment.

Section 6.18 Compensation and Reimbursement. Directors may receive such compensation for their service as Directors and/or officers as the Board may establish by resolution to be just and reasonable compensation as to the Corporation at the time that the resolution is adopted. The Board may approve the reimbursement of a Director's actual and necessary expenses incurred when conducting the Corporation's business.

Section 6.19 Interested Person. No more than forty-nine percent (49%) of the persons serving on the Board may be interested persons. An interested person is (a) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest.

ARTICLE VII. BOARD OFFICERS

Section 7.01 Board Officers. The Corporation shall have the following Board officer positions, which shall be filled by Directors currently serving on the Board pursuant to Section 7.02 below, and who shall have such authority and duties as the Board may determine including the following:

(a) Board President, who shall preside at Board meetings;

(b) Board Vice President, who shall preside at Board meetings in the absence of the Board President; and

(c) Board Clerk, who may preside at Board meetings and fulfill the Board President's responsibilities described above in the absence of the Board Vice President or the Board President. In addition to the Board President, the Board Clerk shall sign and review the Board approved minutes of this Corporation.

Section 7.02 Election of Board Officers. The Board officers shall be elected annually by a majority vote of the Board at a regular or special meeting of the Board, shall serve at the pleasure of the Board for one (1) year terms without a limitation on the number of consecutive terms, and shall hold their respective offices until their resignation, removal, or other disqualification from service.

Section 7.03 Removal of Board Officers. Any Board officer may be removed, with or without cause, by a majority vote of the Board at any time. Such removal shall be without prejudice to the rights, if any, of an officer under any contract of employment.

Section 7.04 Resignation of Board Officers. Any Board officer may resign at any time by giving written notice to the Board, but without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party. Any such resignation shall take effect upon receipt of that notice or at any later time specified by that notice and, unless otherwise specified in that notice, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.05 Board Officer Vacancies. A vacancy in any Board office for any reason shall be filled in the manner provided in Section 7.02 for the election of Board officers, except that such vacancies shall be filled as they occur (rather than annually).

ARTICLE VIII. CORPORATE OFFICERS

Section 7.06 Corporate Officers. The Corporation shall have the following corporate officer positions, which are typically held by employees or contractors of the Corporation, who shall have the following duties and shall serve pursuant to their contracts of employment:

(a) Executive Officer, who shall be the general manager and chief executive officer of the Corporation, and, subject to the control of the Board and their employment contract, shall generally supervise, direct, and control the activities, affairs, and employees of the Corporation, and shall see that all resolutions of the Board are carried into effect, and shall perform any and all other duties assigned by the Board, and by contract if an employee. The Executive Officer shall be reported on the Statement of Information filed with the Secretary of State as the Chief Executive Officer of the Corporation.

(b) Chief Financial Officer, who shall supervise the charge and custody of all funds of this Corporation, the deposit of such funds in the manner prescribed by the Board, and the keeping and maintaining of adequate and correct accounts of the Corporation's properties and business transactions, shall render reports and accountings as required, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws. The Chief Financial Officer shall be reported on the Statement of Information filed with the Secretary of State as the Chief Financial Officer of the Corporation.

(c) Secretary, who shall be responsible for keeping a full and complete record of the proceedings of the Board and its committees, giving such notices as may be proper and necessary, keep the minute books of this Corporation, and shall have such other powers

and duties as may be prescribed by the Board or these Bylaws. The Secretary shall be reported on the Statement of Information filed with the Secretary of State as the Secretary of the Corporation.

Section 8.02 Duplication of Office Holders. Any number of offices may be held by the same person, except that neither the Secretary, the Treasurer (if any) nor the Chief Financial Officer may serve concurrently as the Board President or the Executive Officer.

Section 8.03 Compensation of Officers. Subject to Section 6.18 above, the salaries of officers, if any, shall be fixed from time to time by resolution of the Board, or in the case of corporate officers hired by the Executive Officer, the Executive Officer shall have the authority to fix such corporate officers' salaries, if any. In all cases, any salaries received by the Corporation's officers shall be reasonable and given in return for services actually rendered for the Corporation which relate to the performance of the charitable purposes of the Corporation.

ARTICLE IX. COMMITTEES

Section 9.01 Board Committees. The Board may create one or more committees, each consisting of two (2) or more Directors or others to serve at the pleasure of the Board, and may delegate to such committee any of the authority of the Board, except with respect to:

- (a) Final action on any matter that, by law, requires approval of all of the Directors or a majority of all of the Directors;
- (b) The filling of vacancies on the Board or on any committee which has the authority of the Board;
- (c) The fixing of compensation, if any, of the Directors for serving on the Board or on any committee;
- (d) The amendment or repeal of the Corporation's Bylaws or the adoption of new Bylaws;
- (e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- (f) The appointment of other committees having the authority of the Board; or
- (g) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected.

Committees must be created, and the members thereof appointed, by resolution adopted by a majority of the number of Directors then in office. The Board may appoint, in the same manner, alternate members to a committee who may replace any absent member at any meeting of the committee.

Section 9.02 Meetings and Action of Board Committees. Meetings and actions of Board committees shall be governed generally by, held and taken in accordance with the provisions of these

Bylaws concerning meetings of the Board, except that special meetings of committees may also be called by resolution of the Board. Meetings of committees related to charter school operations shall be conducted in accordance with the Brown Act, if applicable. The Board may prescribe the manner in which proceedings of any such committee shall be conducted, so long as such rules are consistent with these Bylaws and the Brown Act, if applicable. In the absence of any such rules by the Board, each committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Minutes shall be kept of each meeting of each committee and shall be filed with the corporate records.

Section 9.03 Revocation of Delegated Authority to Board Committees. The Board may, at any time, revoke or modify any or all of the authority so delegated to a committee, increase or decrease, but not below two (2), the numbers of its members, and may fill vacancies therein from the members of the Board.

Section 9.04 Audit Committee. For any tax year in which the Corporation has non-governmental gross revenues of \$2 million or more or is otherwise required by applicable law to have an independent audit, this Corporation shall have an Audit Committee whose members shall be appointed by the Board, and may include both Directors and non-Directors, subject to the following limitations: (a) members of the Finance Committee, if any, shall constitute less than one-half of the membership of the Audit Committee; (b) the Chair of the Audit Committee may not be a member of the Finance Committee, if any; (c) the Audit Committee may not include any member of the staff, including the Chief Executive Officer and the Chief Financial Officer; (d) the Audit Committee may not include any person who has a material financial interest in any entity doing business with this Corporation; and (e) Audit Committee members may not receive compensation greater than the compensation paid to Directors for their service on the Board (as provided herein, members of the Board are not compensated for service on the Board).

The Audit Committee shall: (1) recommend to the full Board for approval the retention and, when appropriate, the termination of an independent certified public accountant to serve as auditor; (2) subject to the supervision of the full Board, negotiate the compensation of the auditor on behalf of the Board; (3) confer with the auditor to satisfy the Audit Committee members that the financial affairs of this Corporation are in order; (4) review and determine whether to accept the audit; and (5) approve performance of any non-audit services provided to this Corporation by the auditor's firm.

ARTICLE X. INDEMNIFICATION AND INSURANCE

Section 10.01 Indemnification. To the fullest extent permitted by law, the Corporation shall indemnify its Directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses" shall have the same meaning herein as in Section 5238(a) of the Corporations Code. On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238(b) or Section 5238(c), the Board of Directors shall promptly decide under Corporations Code Section 5238(e) whether the applicable standard of conduct set forth in Corporations Code Section 5238(b) or Section 5238(c) has been met and, if so, the Board of Directors shall authorize indemnification.

Section 10.02 Insurance. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, Directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, Director, employee, or agent in

such capacity or arising from the officer's, Director's, employee's, or agent's status as such.

Section 9.03 Non-Liability of Directors. No Director shall be personally liable for the Corporation's debts, liabilities, or other obligations.

ARTICLE XI. RECORDS AND REPORTS

Section 11.01 Maintenance of Corporate Records. The Corporation shall keep (a) adequate and correct books and records of account; (b) written minutes of the proceedings of the Board and committees of the Board; (c) the original or a copy of its Articles of Incorporation and Bylaws, as amended to date; and (d) such reports and records as required by law.

Section 11.02 Inspection. Every Director shall have the right at any reasonable time, and from time to time, to inspect all books, records, and documents of every kind and the physical properties of the Corporation, subject to applicable law. Such inspection by a Director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 11.03 Annual Report. Pursuant to Corporations Code Section 6321, within 120 days after the close of its fiscal year the Corporation shall send each Director and any other persons as may be designated by the Board, a report containing the following information in reasonable detail:

- (a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year.
- (b) The principal changes in the assets and liabilities, including trust funds, during the fiscal year.
- (c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year.
- (d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

Section 11.04 Annual Statement of Certain Transactions and Indemnifications. As part of the annual report to all Directors, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and deliver to each Director any information required by Corporations Code Section 6322 with respect to the preceding year.

ARTICLE XII. OTHER PROVISIONS

Section 12.01 Construction and Definitions. Unless the context otherwise requires, the general

provisions, rules of construction, and definitions contained in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

Section 12.02 Fiscal Year. The fiscal year of the Corporation shall be from July 1st through June 30th of the following year.

ARTICLE XIII. AMENDMENT OF BYLAWS

Section 13.01 Bylaw Amendments. The Board may adopt, amend, or repeal Bylaws unless doing so would be a prohibited amendment under the California Corporations Code. Any amendment to these Bylaws will require a majority vote of the Directors then in office.

CERTIFICATE OF ADOPTION

I certify that I am the Secretary of Motivated Youth Academy Charter School, a California nonprofit public benefit corporation, and that the foregoing ~~Fifth~~^{Third} Amended Bylaws constitute the Bylaws of such Corporation that were duly adopted by its Board of Directors on ~~month day year~~^{January 12, 2023}.

IN WITNESS WHEREOF, I have executed this certificate on ~~[Month Day, Year]~~^{October 8, 2024}.

Secretary, Motivated Youth Academy Charter School

**FIFTH AMENDED AND RESTATED BYLAWS
OF
MOTIVATED YOUTH ACADEMY CHARTER SCHOOL
(A California Nonprofit Public Benefit Corporation)**

Adopted on [Month Day, Year]

ARTICLE I. NAME

Section 1.01 Corporate Name. The name of this corporation is Motivated Youth Academy Charter School (hereinafter, the “Corporation”).

ARTICLE II. OFFICES

Section 2.01 Principal Office. The principal office of the Corporation is located at 500 La Terraza Blvd, Suite 150 Escondido, CA 92025. The Board of Directors (“Board”) may change the principal office from one location to another within the State of California.

Section 2.02 Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where this Corporation is qualified to conduct its activities.

ARTICLE III. PURPOSES

Section 3.01 Description in Articles. The Corporation’s general and specific purposes are described in its Articles of Incorporation.

ARTICLE IV. DEDICATION OF ASSETS

Section 4.01 Dedication of Assets. This Corporation’s assets are irrevocably dedicated to charitable and educational purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall insure to the benefit of any private person or individual, or to any Director or officer of the Corporation. Upon dissolution of the Corporation, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed as set forth in its Articles of Incorporation.

ARTICLE V. NO MEMBERS

Section 5.01 No Members. The Corporation shall have no members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

Section 5.02 Authority Vested in the Board. Any action that otherwise requires approval by a majority of all members, or approval by the members, requires only approval of the Board. All rights that would otherwise vest under the California Nonprofit Public Benefit Corporation Law in the members shall vest in the Board.

Section 5.03 Associates. The Corporation may use the term “members” to refer to persons associated with it, but such persons shall not be corporate members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE VI. BOARD OF DIRECTORS

Section 6.01 General Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and any limitations of the Articles of Incorporation or these Bylaws, the Corporation's activities and affairs shall be conducted, and all corporate powers shall be exercised, by or under the direction of the Board. The Board may delegate the management of the Corporation's activities to any person(s), management company, or committees, however composed, provided that the Corporation's activities and affairs shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 6.02 Specific Powers. Without prejudice to such general powers, but subject to the same limitations, the Board shall have the following powers:

- (a) To approve personnel policies and monitor their implementation; to select and remove certain officers, agents, and employees of the Corporation, and to prescribe such powers and duties for them as are compatible with law, the Articles of Incorporation, or these Bylaws; to fix their compensation;
- (b) To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations to do so which are not inconsistent with law, the Corporation's Articles of Incorporation, or these Bylaws;
- (c) To change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; and conduct its activities in or outside California;
- (d) To borrow money and incur indebtedness for the Corporation's purposes and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and security therefore;
- (e) To carry on a business and apply any revenues in excess of expenses that result from the business activity to any activity that it may lawfully engage in;
- (f) To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey, or otherwise dispose of real and personal property;
- (g) To act as trustee under any trust incidental to the principal object of the Corporation, and to receive, hold, administer, exchange, and expend funds and property subject to such trust; and
- (h) To enter into any contracts or other instruments, and do any and all other things incidental to or expedient for attainment of the Corporation's purposes.

Section 6.03 Number of Directors. The Board shall consist of a minimum of three (3) and no more than nine (9) Directors, with the actual number to be determined from time to time by the Board. If a charter authorizer representative serves on the Board pursuant to Education Code Section 47604(c),

the Board may elect an additional Director to maintain an odd number of Directors, even in excess of the nine (9) Director limit described in this section.

Section 6.04 Election of Directors. Unless an alternative process is adopted or implemented by the Board, candidates shall be nominated, evaluated and elected by a majority vote of the Directors then in office, typically at the Board's annual meeting. All Directors shall have full voting rights.

Section 6.05 Terms of Office. With the exception of the initial Board that served five-year terms, each Director shall hold office for a three-year term, but the Board may designate a particular Director to serve a one-, two- or three-year term in order to maintain staggered terms on the Board. Each incumbent Director shall serve until a successor has been elected and seated by the Board. There shall be no limitation on the number of consecutive terms to which a Director may be re-elected.

Section 6.06 Events Causing Vacancies on Board. A vacancy on the Board shall be deemed to exist if a Director dies, resigns, is removed, or if the authorized number of Directors is increased. The Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, convicted of a felony, or found by a final order or judgment of any court to have breached any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law. Vacancies on the Board shall be filled by the vote of a majority of Directors then in office. Each Director so elected shall hold office until the expiration of the term of the replaced Director and until a successor has been duly elected and seated by the Board.

Section 6.07 Removal. Any Director may be removed at any time by a majority vote of the Board, with or without cause.

Section 6.08 Resignation. Subject to Section 5226 of the California Nonprofit Public Benefit Corporation Law, any Director may resign effective upon giving written notice to the Executive Director/CEO, the Board President, or the Board as a whole, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected before then to take office when the resignation becomes effective. No Director may resign when the Corporation would then be left without at least one (1) Director in charge of its affairs.

Section 6.09 Brown Act and Charter Schools Act Compliance; Location of Meetings. Meetings of the Board with respect to charter school operations shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Government Code Sections 54950, *et seq.*) ("Brown Act") and the Charter Schools Act.

Section 6.10 Annual Meetings. The Board shall meet annually for the purpose of organization, election of directors and officers and the transaction of such other business as may properly be brought before the meeting.

Section 6.11 Regular Meetings. The Board shall hold regular meetings, along with the annual meetings, at such times and places as may from time to time be fixed by the Board. Regular meetings of the Board related to charter school operations shall be called, held, and conducted in accordance with the Brown Act and the Charter Schools Act, including that agendas for such meetings will be posted seventy-two (72) hours prior to the meeting in a location that is freely accessible to members of the public and on the school's website. The notice shall contain a brief general description of each item of business to be transacted or discussed at the meeting.

Section 6.12 Special Meetings. Special meetings of the Board for any purpose may be called at any time by the Executive Director/CEO, the Board President, or any two Directors. Notice of the time

and place of special meetings shall be delivered to each Director personally or by telephone or email. Notice of special meetings related to charter school operations shall be provided at least twenty-four (24) hours prior to the meeting and shall be held in locations and in a manner consistent with the Brown Act and the Charter School Act.

Section 6.13 Quorum. A majority of the actual number of Directors then in office shall constitute a quorum. Every action taken or decision made by a majority of the Directors present at a meeting duly held at which a quorum is present is an act of the Board, subject to the provisions of Corporations Code Section 5212 (appointment of committees), Section 5233 (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 5234 (approval of certain transactions between corporations having common directorships), Section 5235 (compensation of directors or officers), and Section 5238(e) (indemnification of directors), and except as may be otherwise provided under the Political Reform Act, if applicable. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, but no action can be taken unless and until a quorum is restored. Directors may not vote by proxy.

Section 6.14 Participation by Teleconference. Directors may participate in a meeting of the Board through the use of teleconference telephone, electronic video communication, or similar communications equipment, so long as each Director participating in such meeting can communicate with all of the other Directors concurrently and is provided the means of participating in all matters before the Board. In addition, a Board meeting related to charter school operations must be noticed and conducted in compliance with Section 54953(b) of the Brown Act and the Charter Schools Act, including without limitation the following:

- (a) At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within the Corporation's jurisdiction;
- (b) All votes taken during a teleconference meeting shall be by roll call;
- (c) Agendas shall be posted at all teleconference locations, with each location identified in the notice and agenda of the meeting;
- (d) All locations where a member of the Board participates via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- (e) Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location; and
- (f) Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 6.15 Waiver of Notice. Notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting the lack of notice to such Director prior thereto or at its commencement. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 6.16 Action Without Meeting. The Board may take action without a meeting with respect to activities that are not related to charter school operations, if any, so long as all Directors on the Board consent in writing to such action and if allowed by applicable law under the Government and Educations Codes. Such written consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the Board.

Section 6.17 Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any Board meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the adjourned meeting to the Directors who were not present at the time of the adjournment.

Section 6.18 Compensation and Reimbursement. Directors may receive such compensation for their service as Directors and/or officers as the Board may establish by resolution to be just and reasonable compensation as to the Corporation at the time that the resolution is adopted. The Board may approve the reimbursement of a Director's actual and necessary expenses incurred when conducting the Corporation's business.

Section 6.19 Interested Person. No more than forty-nine percent (49%) of the persons serving on the Board may be interested persons. An interested person is (a) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest.

ARTICLE VII. BOARD OFFICERS

Section 7.01 Board Officers. The Corporation shall have the following Board officer positions, which shall be filled by Directors currently serving on the Board pursuant to Section 7.02 below, and who shall have such authority and duties as the Board may determine including the following:

- (a) Board President, who shall preside at Board meetings;
- (b) Board Vice President, who shall preside at Board meetings in the absence of the Board President; and
- (c) Board Clerk, who may preside at Board meetings and fulfill the Board President's responsibilities described above in the absence of the Board Vice President or the Board President. In addition to the Board President, the Board Clerk shall sign and review the Board approved minutes of this Corporation.

Section 7.02 Election of Board Officers. The Board officers shall be elected annually by a majority vote of the Board at a regular or special meeting of the Board, shall serve at the pleasure of the Board for one (1) year terms without a limitation on the number of consecutive terms, and shall hold their respective offices until their resignation, removal, or other disqualification from service.

Section 7.03 Removal of Board Officers. Any Board officer may be removed, with or without cause, by a majority vote of the Board at any time. Such removal shall be without prejudice to the rights, if any, of an officer under any contract of employment.

Section 7.04 Resignation of Board Officers. Any Board officer may resign at any time by giving written notice to the Board, but without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party. Any such resignation shall take effect upon receipt of that notice or at any later time specified by that notice and, unless otherwise specified in that notice, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.05 Board Officer Vacancies. A vacancy in any Board office for any reason shall be filled in the manner provided in Section 7.02 for the election of Board officers, except that such vacancies shall be filled as they occur (rather than annually).

ARTICLE VIII. CORPORATE OFFICERS

Section 7.06 Corporate Officers. The Corporation shall have the following corporate officer positions, which are typically held by employees or contractors of the Corporation, who shall have the following duties and shall serve pursuant to their contracts of employment:

(a) Executive Officer, who shall be the general manager and chief executive officer of the Corporation, and, subject to the control of the Board and their employment contract, shall generally supervise, direct, and control the activities, affairs, and employees of the Corporation, and shall see that all resolutions of the Board are carried into effect, and shall perform any and all other duties assigned by the Board, and by contract if an employee. The Executive Officer shall be reported on the Statement of Information filed with the Secretary of State as the Chief Executive Officer of the Corporation.

(b) Chief Financial Officer, who shall supervise the charge and custody of all funds of this Corporation, the deposit of such funds in the manner prescribed by the Board, and the keeping and maintaining of adequate and correct accounts of the Corporation's properties and business transactions, shall render reports and accountings as required, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws. The Chief Financial Officer shall be reported on the Statement of Information filed with the Secretary of State as the Chief Financial Officer of the Corporation.

(c) Secretary, who shall be responsible for keeping a full and complete record of the proceedings of the Board and its committees, giving such notices as may be proper and necessary, keep the minute books of this Corporation, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws. The Secretary shall be reported on the Statement of Information filed with the Secretary of State as the Secretary of the Corporation.

Section 8.02 Duplication of Office Holders. Any number of offices may be held by the same person, except that neither the Secretary, the Treasurer (if any) nor the Chief Financial Officer may serve concurrently as the Board President or the Executive Officer.

Section 8.03 Compensation of Officers. Subject to Section 6.18 above, the salaries of officers, if any, shall be fixed from time to time by resolution of the Board, or in the case of corporate officers hired by the Executive Officer, the Executive Officer shall have the authority to fix such corporate officers' salaries, if any. In all cases, any salaries received by the Corporation's officers shall be reasonable and given in return for services actually rendered for the Corporation which relate to the performance of the charitable purposes of the Corporation.

ARTICLE IX. COMMITTEES

Section 9.01 Board Committees. The Board may create one or more committees, each consisting of two (2) or more Directors or others to serve at the pleasure of the Board, and may delegate to such committee any of the authority of the Board, except with respect to:

- (a) Final action on any matter that, by law, requires approval of all of the Directors or a majority of all of the Directors;
- (b) The filling of vacancies on the Board or on any committee which has the authority of the Board;
- (c) The fixing of compensation, if any, of the Directors for serving on the Board or on any committee;
- (d) The amendment or repeal of the Corporation's Bylaws or the adoption of new Bylaws;
- (e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- (f) The appointment of other committees having the authority of the Board; or
- (g) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected.

Committees must be created, and the members thereof appointed, by resolution adopted by a majority of the number of Directors then in office. The Board may appoint, in the same manner, alternate members to a committee who may replace any absent member at any meeting of the committee.

Section 9.02 Meetings and Action of Board Committees. Meetings and actions of Board committees shall be governed generally by, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board, except that special meetings of committees may also be called by resolution of the Board. Meetings of committees related to charter school operations shall be conducted in accordance with the Brown Act, if applicable. The Board may prescribe the manner in which proceedings of any such committee shall be conducted, so long as such rules are consistent with these Bylaws and the Brown Act, if applicable. In the absence of any such rules by the Board, each committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Minutes shall be kept of each meeting of each committee and shall be filed with the corporate records.

Section 9.03 Revocation of Delegated Authority to Board Committees. The Board may, at any time, revoke or modify any or all of the authority so delegated to a committee, increase or decrease, but not below two (2), the numbers of its members, and may fill vacancies therein from the members of the Board.

Section 9.04 Audit Committee. For any tax year in which the Corporation has non-governmental

gross revenues of \$2 million or more or is otherwise required by applicable law to have an independent audit, this Corporation shall have an Audit Committee whose members shall be appointed by the Board, and may include both Directors and non-Directors, subject to the following limitations: (a) members of the Finance Committee, if any, shall constitute less than one-half of the membership of the Audit Committee; (b) the Chair of the Audit Committee may not be a member of the Finance Committee, if any; (c) the Audit Committee may not include any member of the staff, including the Chief Executive Officer and the Chief Financial Officer; (d) the Audit Committee may not include any person who has a material financial interest in any entity doing business with this Corporation; and (e) Audit Committee members may not receive compensation greater than the compensation paid to Directors for their service on the Board (as provided herein, members of the Board are not compensated for service on the Board).

The Audit Committee shall: (1) recommend to the full Board for approval the retention and, when appropriate, the termination of an independent certified public accountant to serve as auditor; (2) subject to the supervision of the full Board, negotiate the compensation of the auditor on behalf of the Board; (3) confer with the auditor to satisfy the Audit Committee members that the financial affairs of this Corporation are in order; (4) review and determine whether to accept the audit; and (5) approve performance of any non-audit services provided to this Corporation by the auditor's firm.

ARTICLE X. INDEMNIFICATION AND INSURANCE

Section 10.01 Indemnification. To the fullest extent permitted by law, the Corporation shall indemnify its Directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses" shall have the same meaning herein as in Section 5238(a) of the Corporations Code. On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238(b) or Section 5238(c), the Board of Directors shall promptly decide under Corporations Code Section 5238(e) whether the applicable standard of conduct set forth in Corporations Code Section 5238(b) or Section 5238(c) has been met and, if so, the Board of Directors shall authorize indemnification.

Section 10.02 Insurance. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, Directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, Director, employee, or agent in such capacity or arising from the officer's, Director's, employee's, or agent's status as such.

Section 9.03 Non-Liability of Directors. No Director shall be personally liable for the Corporation's debts, liabilities, or other obligations.

ARTICLE XI. RECORDS AND REPORTS

Section 11.01 Maintenance of Corporate Records. The Corporation shall keep (a) adequate and correct books and records of account; (b) written minutes of the proceedings of the Board and committees of the Board; (c) the original or a copy of its Articles of Incorporation and Bylaws, as amended to date; and (d) such reports and records as required by law.

Section 11.02 Inspection. Every Director shall have the right at any reasonable time, and from time to time, to inspect all books, records, and documents of every kind and the physical properties of

the Corporation, subject to applicable law. Such inspection by a Director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 11.03 Annual Report. Pursuant to Corporations Code Section 6321, within 120 days after the close of its fiscal year the Corporation shall send each Director and any other persons as may be designated by the Board, a report containing the following information in reasonable detail:

- (a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year.
- (b) The principal changes in the assets and liabilities, including trust funds, during the fiscal year.
- (c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year.
- (d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

Section 11.04 Annual Statement of Certain Transactions and Indemnifications. As part of the annual report to all Directors, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and deliver to each Director any information required by Corporations Code Section 6322 with respect to the preceding year.

ARTICLE XII. OTHER PROVISIONS

Section 12.01 Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

Section 12.02 Fiscal Year. The fiscal year of the Corporation shall be from July 1st through June 30th of the following year.

ARTICLE XIII. AMENDMENT OF BYLAWS

Section 13.01 Bylaw Amendments. The Board may adopt, amend, or repeal Bylaws unless doing so would be a prohibited amendment under the California Corporations Code. Any amendment to these Bylaws will require a majority vote of the Directors then in office.

CERTIFICATE OF ADOPTION

I certify that I am the Secretary of Motivated Youth Academy Charter School, a California nonprofit public benefit corporation, and that the foregoing Fifth Amended Bylaws constitute the Bylaws of such Corporation that were duly adopted by its Board of Directors on month day year.

IN WITNESS WHEREOF, I have executed this certificate on **[Month Day, Year]**.

Secretary, Motivated Youth Academy Charter School

Coversheet

Approval of Resolution No. 2026-001, Increasing Motivated Youth Academy's Board of Directors' Stipend, Effective January 1, 2026

Section: VII. Board Governance
Item: B. Approval of Resolution No. 2026-001, Increasing Motivated Youth Academy's Board of Directors' Stipend, Effective January 1, 2026
Purpose: Vote
Submitted by: Gigi Lenz
Related Material:
Resolution No. 2026-001 - Board of Directors' Stipend Increase - 2026.03.30.pdf

BACKGROUND:

Resolution No. 2026-001 proposes an adjustment to the monthly stipend for members of the Board of Directors in accordance with the organization's bylaws, which allow for reasonable compensation as determined by the Board. The proposed increase reflects consideration of the time, responsibility, and governance obligations associated with Board service, as well as the fact that stipends have not been adjusted since 2023. In addition, the Board reviewed comparable compensation data from similar organizations and considered factors such as inflation, retention of experienced members, and the ability to attract qualified candidates. This adjustment is intended to ensure compensation remains reasonable, competitive, and aligned with the expectations and commitments of Board service, while supporting continuity and effective governance of the organization.

If approved, the increase will be applied retroactively to January 1, 2026.

RECOMMENDATION:

It is recommended the Board approve Resolution No. 2026-001, Increasing the Board of Directors' Stipend, Effective January 1, 2026 for Motivated Youth Academy (#1628).

Fiscal Impact:

\$50.00 per Board Member Monthly

\$3,000.00 annually beginning in SY2026-27. (Applying this retroactively to January 1, 2026 will have a fiscal impact of \$1,500.00 on the SY2025-26 budget.)



Resolution Number: 2026-001

Date: April 9, 2026

WHEREAS, Motivated Youth Academy (the "Corporation") is a California non-profit public benefit corporation;

WHEREAS, Article VI, Section 6.18 of the Bylaws of the Corporation states that "Directors may receive such compensation for their service as Directors and/or officers as the Board may establish by resolution to be just and reasonable compensation as to the Corporation at the time that the resolution is adopted."

WHEREAS, the Board acknowledges that serving as a director is a demanding role that involves a significant amount of responsibility and commitment to the Corporation over multiple years, including but not limited to, attending regular monthly meetings, reviewing extensive documents to prepare for meetings, making financial decisions for the Corporation, completing trainings, and evaluating and approving policies;

WHEREAS, the Board has not approved an increase to the directors' monthly stipend since June 22, 2023, and recognizes that the current stipend amount does not account for inflation since that time;

WHEREAS, the Board has reviewed data comparing compensation for similar positions at public school organizations, including school districts of similar size and purpose, and has determined that the proposed increase is reasonable;

WHEREAS, the Board has determined that the proposed increase to the monthly stipend is in the best interests of the Corporation to help retain experienced directors with historical knowledge of the Corporation, as well as to encourage valued members of the community to apply to fill vacant positions who may otherwise be unable to do so due to the significant commitment of time and energy that serving as a member of the Board requires; and,

WHEREAS, the Board has determined that the individuals receiving such compensation are not disqualified from voting on this matter.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves an increase in the monthly stipend for each voting member of the Board of Directors from \$650 per month to \$700 per month, effective January 1, 2026;

RESOLVED FURTHER, that the CEO or other authorized officer is authorized to make these payments to board members in accordance with this resolution, subject to any necessary tax reporting (1099-NEC);

RESOLVED FURTHER, that this resolution shall remain in effect until further action is taken by the Board.

CERTIFICATION I, the undersigned, Secretary of the Corporation, do hereby certify that the above is a true and correct copy of the resolution adopted by the Board of Directors on April 9, 2026, at a meeting at which a quorum was present.

Gigi Lenz, Secretary

Date

Coversheet

Approval of Motivated Youth Academy Board of Directors Manual (Revised)

Section: VII. Board Governance
Item: C. Approval of Motivated Youth Academy Board of Directors Manual
(Revised)
Purpose: Vote
Submitted by: Bill Dobson
Related Material:
MY Academy Board of Directors Manual - Redlined - 2026.03.30.pdf
MY Academy Board of Directors Manual - For Board Approval - 2026.03.30.pdf

BACKGROUND:

The revised Board of Directors Manual is presented for approval to align with the Fifth Amended Bylaws and improve clarity and consistency in Board governance. While the Board's core roles and guiding principles remain the same, updates include a more defined process for filling Board vacancies using a Board-appointed ad hoc committee to identify and vet candidates in alignment with Section 6.04 of the Bylaws. The revision also clarifies expectations for Board member orientation and training, including AB 2158 ethics requirements, and reinforces existing guidance on electronic communications and Brown Act compliance. These updates provide clearer procedures to support effective and transparent Board operations.

In addition, the Board Manual will now include the approved increase to the monthly stipend for Board members from \$650 to \$700, representing a \$50 increase per month. This adjustment is intended to recognize the time, commitment, and responsibilities associated with Board service.

RECOMMENDATION:

It is recommended the Board approve the Board of Directors Manual for Motivated Youth Academy (#1628).

Fiscal Impact: None



MOTIVATED YOUTH ACADEMY

Board of Directors Manual



Board of Directors Manual

Role of the Board

The Board of Directors (Board) is elected to provide leadership and oversight of the nonprofit corporation that operates charter school(s). The Board shall ensure that the nonprofit corporation is responsive to the values, beliefs, and priorities of the communities it serves.

The Board shall work with the Director/CEO to fulfill its major responsibilities, which include:

1. Setting the direction for the nonprofit corporation through a process that involves the counties, communities, educational rights holders, students, and staff and is focused on student learning and achievement
2. Establishing an effective and efficient organizational structure for the nonprofit corporation by
 - a. Employing the Director/CEO and setting policy for hiring other personnel
 - b. Overseeing the development and adoption of policies
 - c. Establishing academic expectations and adopting the curriculum and instructional materials
 - d. Establishing budget priorities and adopting the budget
 - e. Providing safe, adequate facilities that support the school's operations
3. Providing support to the Director/CEO and other staff as they carry out the Board's direction by
 - a. Establishing and adhering to standards of responsible governance
 - b. Making decisions and providing resources that support the nonprofit corporation's priorities and goals
 - c. Upholding Board policies
 - d. Being knowledgeable about school programs and efforts to serve as effective spokespersons
4. Ensuring accountability to the public for the performance of the school and compliance with the charter(s) by:
 - a. Establishing and approving all major educational and operational policies
 - b. Approval of all major contracts
 - c. Approving the charter school's annual budget and overseeing the charter school's fiscal affairs

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- d. Hearing expulsion recommendations at scheduled Board of Directors meetings to meet the required timeframe for expulsions
 - e. Evaluating the Director/CEO who oversees the day-to-day operations of the charter school and implementing the policy direction of the Board
 - f. Developing annual goals for the charter school and long-range plans with input from the Director/CEO, teachers, and educational rights holder advisory council members
 - g. Receiving reports from, and providing recommendations to the Director/CEO relative to long-term strategic planning
 - h. Assessing the charter school's goals, objectives, academic achievement/student progress, financial status, and any need for redirection
 - i. Evaluating charter school and student performance
5. Providing leadership and advocacy on behalf of students, the educational program, and public education to build support within the local counties and communities.

Governance Standards

The Board believes its primary responsibility is to act in the best interests of every student in the school. The Board is also committed to educational rights holders, counties, communities, employees, the State of California, the laws pertaining to public education, and established school policies.

To maximize Board effectiveness and public confidence in Board governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct.

The Board expects its members to work with each other and the Director/CEO to ensure that a high-quality education is provided to each student. Each Board member shall:

1. Keep learning and achievement for all students as the primary focus
2. Value, support, and advocate for public education
3. Recognize and respect differences of perspective and style on the Board and among staff, students, educational rights holders, and the counties and communities it serves
4. Act with dignity and understand the implications of demeanor and behavior
5. Keep confidential matters confidential

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6. Participate in professional development and commit the time and energy necessary to be an informed and effective leader
7. Understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the Director/CEO and other staff
8. Understand that authority rests with the Board as a whole and not with individuals

Board members shall also assume collective responsibility for building unity and creating a positive organizational culture. To operate effectively, the Board shall have a unity of purpose and:

1. Keep the nonprofit corporation focused on learning and achievement for all students
2. Communicate a common vision
3. Operate openly, with trust and integrity
4. Govern in a dignified and professional manner, treating everyone with civility and respect
5. Govern within Board-adopted policies and procedures
6. Take collective responsibility for the Board's performance
7. Annually evaluate its own effectiveness
8. Ensure opportunities for diverse views in the students, staff, counties, and communities it serves to inform Board deliberations.

Public Statements

The Board recognizes that its members may participate in public discourse on civic or community interest matters, including those involving the nonprofit corporation, and their right to express their personal views freely. However, to ensure consistent, unified communication regarding nonprofit corporation issues, Board members are expected to respect the authority of the Board to choose its representatives to communicate their positions and to abide by established protocols.

All public statements authorized to be made on behalf of the Board shall be made by the Board President or, if appropriate, by the Director/CEO or other designated representative.

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When speaking for the nonprofit corporation, the Board encourages its spokespersons to exercise restraint and tact and to communicate the message in a manner that promotes public confidence in the Board's leadership.

Board spokespersons shall not disclose confidential information or information received in closed session except when authorized by a majority of the Board, nor shall Board spokespersons express any support for (or opposition to) any candidate(s) for political office. The Board must ensure that any statements or informational materials concerning proposed legislation or political candidates are provided in a neutral, nonpartisan, and educational manner consistent with state and federal restrictions for 501(c)(3) nonprofits and public agencies.

When speaking to community groups, members of the public, or the media, individual Board members should recognize that their statements may be perceived as reflecting the views and positions of the Board. Board members have a responsibility to identify personal viewpoints as such and not as the viewpoint of the Board.

In addition, the Board encourages members who participate on social networking sites, blogs, or other discussion or informational sites to conduct themselves respectfully, courteously, and professionally and to model good behavior for students and the community. Such electronic communications are subject to the same standards and protocols established for other forms of communication. Furthermore, the Brown Act prohibits Board members from responding directly to any community on an internet-based social media platform regarding a matter that is within the subject-matter jurisdiction of the Board (e.g., charter school matters) that is made, posted, or shared by any other Board member.

Disclosure of Confidential/Privileged Information

The Board recognizes the importance of maintaining the confidentiality of information acquired as part of a Board member's official duties. Confidential/privileged information shall be released only to the extent authorized by law and upon approval from the Board.

Disclosure of Closed Session Information

A Board member shall not disclose confidential information acquired during a closed session to a person not entitled to receive such information unless a majority of the Board has authorized its disclosure.

Confidential information means a communication made in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session.

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Other Disclosures

A Board member shall not disclose, for pecuniary gain, confidential information acquired in the course of his/her official duties. Confidential information includes information that is not a public record subject to disclosure under the Public Records Act, information that by law may not be disclosed, or information that may have a material financial effect on the Board member.

The Board may take action against any person for disclosing confidential information.

Disclosures excepted from this prohibition are those made to law enforcement officials when reporting on improper governmental activities.

Board Member Electronic Communications

The Board recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the nonprofit corporation and with members of the public. Board members shall exercise caution to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendaized Board meeting nor to circumvent the public's right to access records regarding the nonprofit corporation.

A quorum of the Board shall not, outside of an authorized Board meeting, use a series of electronic communications of any kind, including emails, texts, or communications on an internet-based social media platform, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject-matter jurisdiction of the Board (e.g., charter school matters).

Examples of permissible electronic communications concerning the nonprofit corporation include, but are not limited to, the dissemination of Board meeting agendas and agenda packets, reports of activities from the Director/CEO sent to Board members, and reminders regarding meeting times, dates, and places. Board members must not "reply to all" to these communications.

In addition, Board members may use electronic communications to discuss matters that do not pertain to the nonprofit corporation, regardless of the number of Board members participating in the discussion. However, Board members must be clear that such communications regarding any candidates for political office or proposed legislation are their own personal viewpoints and do not represent the Board, the nonprofit corporation, or the school.

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Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a community member and should make clear that their response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Director/CEO in accordance with Board policies and procedures so that the issue may receive proper consideration and be handled through the appropriate nonprofit corporation process. As appropriate, communication received from the media shall be forwarded to the Director/CEO.

To the extent possible, electronic communications regarding any nonprofit corporation-related business shall be transmitted through a nonprofit corporation-provided account. Conversely, personal communications shall not be transmitted through a nonprofit corporation-provided device or account, nor shall communications regarding candidates for political office or proposed legislation without prior approval from the Board. Board members should keep in mind that such electronic communications (those transmitted through a provided device or account or those pertaining to charter school matters) may be subject to public disclosure under the Public Records Act.

Limits of Board Member Authority

The Board recognizes that the Board governs the nonprofit corporation and that a Board member has no individual authority. Board members shall hold the interests of the nonprofit corporation above any partisan principle, group interest, or personal interest.

Unless agreed to by the Board as a whole, individual members of the Board shall not exercise any administrative responsibility with respect to the schools or command the services of any school employee. Individual Board members shall submit requests for information to the Director/CEO. Board members shall refer Board-related correspondence to the Director/CEO for forwarding to the Board or for placement on the Board's agenda, as appropriate.

Individual Board members do not have the authority to resolve complaints. Any Board member approached directly by a person with a complaint should refer the complainant to the

Director/CEO or designee so that the problem may be properly considered and handled through the appropriate nonprofit corporation process.

A Board member whose child is attending a nonprofit corporation school should be aware of their role as a Board member when interacting with nonprofit corporation employees about their child.

The Director/CEO designee shall provide a copy of the state's open meeting laws (Brown Act) to

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each Board member and to anyone who is elected to the Board but has not yet assumed office.

Board members and persons elected to the Board who have not yet assumed office are responsible for complying with the requirements of the Brown Act.

Oath or Affirmation

It is a tradition of the Board that, prior to entering office, all Board members take an oath or affirmation.

The following oath may be administered and certified by the Director/CEO and/or the Board President:

I, _____ do solemnly swear (or affirm) that I will support and defend the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Guiding Principles for the Board of Directors

To preserve the collaborative and mission-driven culture of MY Academy, the Board of Directors embraces the following guiding principles in its members:

1. **Mission Alignment:** Demonstrates a strong commitment to MY Academy’s mission, vision, and personalized learning model.
2. **Collaborative Leadership:** Engages respectfully with diverse perspectives, contributing to healthy dialogue and team cohesion.
3. **Ethical and Informed Governance:** Acts with integrity and adheres to high ethical and governance standards.
4. **Community and Organizational Awareness:** Understands the charter school landscape and the unique needs of the MY Academy community.
5. **Unity of Purpose:** Builds trust and shared vision, contributing to a positive, purpose-driven Board culture that supports effective decision-making.

Steps for Filling a Board Vacancy

~~In accordance with the FifthFourth Amended Bylaws of MY Academy (Section 6.04), when a~~

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~~vacancy occurs, the Board has the authority to elect a new member. The following procedural steps provide additional guidance:~~

1. **Recognize Vacancy:** The Board formally acknowledges the vacant position during a Regular or Special Board meeting.
2. **Ad Hoc Committee Formation:** The Board appoints an ad hoc committee. This action requires a Board vote during a Regular or Special Board meeting. ~~Advisory Committee Formation: The Board appoints an advisory committee in accordance with the Fourth Amended Bylaws of MY Academy. This action requires a Board vote during a Regular or Special Board meeting and is adopted through a formal resolution.~~
3. **Candidate Search:** The advisory committee identifies qualified individuals through outreach and discussion and provides the Board with a list of recommended candidates. Because shared vision and Board chemistry are important, the search may be informal and based on existing networks rather than a public recruitment.
4. **Observation and Engagement:** Candidate(s) may be invited to attend a Board meeting for a brief introduction and informal conversation or interview with the Board.
5. **Candidate Feedback:** The advisory committee may engage in follow up conversations with candidates after the Board meeting to learn more about their impressions of the Board's operations and culture.
6. **Election:** Deliberation takes place in an open meeting, followed by a majority vote of the directors.

Section 6.04 Election of Directors. Unless an alternative process is adopted or implemented by the Board, candidates shall be nominated, evaluated and elected as follows:

(a) The Board will appoint an advisory committee to identify qualified candidates for election to the Board, and will endeavor to appoint the committee at least thirty (30) days before any election of Director(s). The committee will prepare and provide the Board a list of qualified candidates nominated by the committee, and will endeavor to complete and provide the Board such list at least seven (7) days before the election or at such other time as the Board may direct. If available at the time, the Secretary shall also provide the Board with a copy of the list when sending notice of the meeting at which the election will be held, or as soon as possible thereafter.

(b) Directors shall be elected by a majority vote of the Directors then in office, typically at the Board's annual meeting. All Directors shall have full voting rights.

Orientation

The Board recognizes the importance of providing all newly elected Board members with support and information to become effective members of the Board. Incoming Board members

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are provided an orientation designed to build their knowledge of the nonprofit corporation and an understanding of the responsibilities of their position. Such orientation may include the provision of information, support, and/or training related to Board functions, policies, protocols, and standards of conduct.

As early as possible following the election of Board members, one or more orientation sessions may be held during open meeting(s) of the Board or scheduled 1:1 meetings with the Director/CEO and other staff. The Board President and the Director/CEO or designee shall develop an agenda for the meeting(s) and identify resources useful for incoming Board members.

Upon their election, incoming Board members shall be provided a copy of the Brown Act and informed that, pursuant to Government Code 54952.1, they must conform to the Act's requirements as if they had already assumed office. Incoming Board members must also complete a Form 700 within 30 days of assuming office in accordance with the Political Reform Act. Additional information for incoming Board members may include, but is not limited to, Board bylaws related to the limits of individual Board member authority, the conduct of Board meetings, and other Board operations; governance standards for ethical conduct; legal requirements related to conflict of interest and prohibited political activity; protocols for speaking with nonprofit corporation staff, members of the public, and the media; and publications on effective governance practices.

In addition, the Director/CEO or designee shall provide incoming Board members with specific background information regarding the nonprofit corporation, including, but not limited to, the nonprofit corporation's vision and goals statements, local control, and accountability plan, and other comprehensive plans, student demographic data, student achievement data, nonprofit corporation policy manual, nonprofit corporation budget, and minutes of recent open Board meetings.

The Director/CEO or designee may offer incoming Board members a tour of the nonprofit corporation's administrative offices and facilities and may introduce them to the nonprofit corporation and charter school site administrators and other staff.

Incoming members are encouraged, at the nonprofit corporation's expense and with the approval of the Board, to attend charter school organization workshops and conferences relevant to the needs of the individual member, the Board as a whole, or the nonprofit corporation.

Board Training

The Board's ability to effectively and responsibly govern the nonprofit corporation is essential to promoting student achievement, building positive community relations, and protecting the public interest in the nonprofit corporation that operates the charter school. Board members shall be

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provided sufficient opportunities for professional development that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardsmanship skills.

The Board and/or the Director/CEO or designee shall provide an orientation to newly elected or appointed Board members, which includes comprehensive information regarding Board roles, policies, procedures, the nonprofit corporation's vision and goals, operations, and current challenges. Throughout their first term, Board members shall continue to participate in additional educational opportunities designed to assist them in understanding the principles of effective governance, including, but not limited to, information on school finance and budgets, student achievement and assessment, labor relations, community relations, program evaluation, open meeting laws (the Brown Act), conflict of interest laws, and other topics necessary to govern effectively and in compliance with the law.

Board members will be responsible for participating in required training programs, including but not limited to ethics training as set forth in AB 2158 (commencing on January 1, 2025). All Board members are encouraged to continuously participate in advanced training in order to reinforce boardsmanship skills and build knowledge related to key education issues. Such activities may include online courses, webinars, webcasts, and in-person attendance at workshops and conferences. In addition, workshops and consultations may be held within the nonprofit corporation on issues that involve the entire governance team.

Board members may attend a conference or similar public gathering with other Board members and/or with the Director/CEO or designee in order to develop common knowledge and understanding of an issue or engage in team-building exercises. In such cases, a majority of the Board members shall not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the nonprofit corporation's jurisdiction so as not to violate the Brown Act open meeting laws.

Board members shall report to the Board, orally or in writing, on the Board training activities they attend, for the purpose of sharing the acquired knowledge or skills with the full Board and enlarging the benefit of the activity to the Board and nonprofit corporation.

Remuneration, Reimbursement

Compensation

Each member of the Board of Directors (Board) may receive a monthly compensation of ~~\$700650~~.

On an annual basis, the Board may adjust the compensation of Board members, **in accordance**

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with the Corporation's Bylaws, ~~in an amount that is just and reasonable to the nonprofit corporation~~ based on the services performed by the Board members and in consideration of comparable compensation that is paid to individuals holding similar positions at similarly-sized nonprofit organizations in the same geographic location. The Board shall adopt such compensation based on the comparable analysis, which may include a compensation study.

Board members are not required to accept payment for meetings attended.

A member may be compensated for meetings they missed when the Board finds that they were performing designated services for the nonprofit corporation that operates charter school at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board.

Reimbursement of Expenses

Board members shall be reimbursed for actual and necessary expenses such as travel, telephone, business meals, or other authorized purposes incurred when performing authorized services for the nonprofit corporation.

Board members shall be reimbursed for travel expenses incurred when performing services directed by the Board.

Authorized purposes may include, but are not limited to, attendance of educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the nonprofit corporation's interests; attendance at the nonprofit corporation or community events; and meetings with state or federal officials on issues of community concern.

Personal expenses shall be the responsibility of individual Board members. Personal expenses include but are not limited to, the personal portion of any trip, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on the nonprofit corporation-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while at the nonprofit corporation.

Any questions regarding the propriety of a particular type of expense should be resolved pursuant to the fiscal policy.

Board Policies

The Board shall adopt written policies to convey its expectations for actions that will be taken in the nonprofit corporation, clarify roles and responsibilities of the Board and Director/CEO, and

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communicate board philosophy and positions to students, staff, educational rights holders, and the community.

The nonprofit corporation's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or the desire to provide greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date if so designated by the Board at the time of adoption.

Board Bylaws

The Board shall prescribe and enforce rules for its own governance consistent with state law and regulations.

Bylaws governing Board operations may be amended in accordance with the process set forth in the Bylaws.

Monitoring and Evaluation

At any time, the Board and Director/CEO or designee may determine that progress reports to the Board on the implementation and/or effectiveness of the policy should be scheduled. If so, the Board and Director/CEO or designee shall agree upon a timeline and, as applicable, measures for evaluating the effectiveness of the policy in achieving its purpose.

Access to Policies

The Director/CEO or designee shall provide public access to current Board-adopted policies, such as by posting policies to the website or making them available upon request.

As necessary, the Director/CEO or designee shall notify staff, educational rights holders, students, and other educational partners whenever a policy that affects them is adopted or revised. They may determine the appropriate communication strategy depending on the issue. Policies shall be posted on the website when required by law.

Agenda, Meeting Materials

Any board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Director/CEO or designee with supporting documents and information.

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The Board President and Director/CEO shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board President and Director/CEO shall determine if the item is merely a request for information or whether the issue is covered by an existing policy.

If the Board President and Director/CEO do not place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board President and Director/CEO shall also decide, in accordance with the Brown Act, whether an agenda item is appropriate for discussion in open or closed session and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Director/CEO recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

At least 72 hours before each regular meeting, each Board member shall be provided a digital copy of the agenda and other available documents pertinent to the meeting.

When special meetings are called, board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Director/CEO or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

Meeting Conduct

All Board meetings shall begin on time and shall follow an agenda prepared in accordance with board Bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements), the Charter Schools Act, and other applicable laws.

The Board shall adopt and enforce a policy for public participation at meetings, which shall include the requirements of the Charter Schools Act for establishing two-way conference

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locations and posting recordings of the meetings.

The Board believes that late-night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular board meetings shall be held between the hours of 8:00 a.m. to 4:00 p.m.; if any Special or Emergency Board Meetings are held, they shall be adjourned by 10:00 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

Minutes

The Board recognizes that maintaining accurate minutes of Board meetings helps foster public trust in Board governance and provides a record of Board actions for use by nonprofit corporation staff and the public.

The Secretary shall keep minutes and record all official Board actions. The Board's minutes shall be public records and shall be made available to the public upon request.

The minutes of Board meetings shall include, but not be limited to:

1. A notation of which Board members are present, in person or by teleconference, and whether a member is not present for part of the meeting due to late arrival and/or early departure
2. A list of the public comments made on agendized items and non-agendized topics
3. The specific language of each motion and the names of the Board members who made and seconded the motion
4. Any action taken by the Board, and the vote or abstention on that action of each Board member present

Upon request by a student's educational rights holder, or by the student if age 18 or older, the minutes shall not include the student's or educational rights holder's address, telephone number, date of birth, or email address, or the student's name or other directory information as defined in Education Code 49061. The request to exclude such information shall be made in writing to the Secretary.

The Director/CEO or designee shall distribute a copy of the "unapproved" minutes of the previous meeting(s) with the agenda at a subsequent regular meeting. The Board shall approve the minutes as circulated or with necessary amendments.

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Upon approval by the Board, the minutes shall be signed by the Board President and Board Clerk. Official Board minutes shall be stored in a secure location and shall be retained in accordance with law.

Any minutes kept for Board meetings held in closed sessions shall be kept separately from the minutes or recordings of regular and special meetings. Minutes of closed sessions are not public records.

Board Self Evaluation

The Board shall annually conduct a self-evaluation in order to demonstrate accountability to the community and ensure that nonprofit corporation governance effectively supports student achievement and the attainment of the nonprofit corporation's vision and goals.

The evaluation may address any area of Board responsibility, including, but not limited to, Board performance in relation to vision setting, curriculum, personnel, finance, policy development, collective bargaining, community relations, and advocacy. The evaluation may also address objectives related to Board meeting operations, relationships among Board members, relationship with the Director/CEO, understanding of Board and Director/CEO roles and responsibilities, communication skills, or other governance or boardsmanship skills.

The Board shall evaluate itself as a whole. Individual Board members are also expected to use the evaluation process as an opportunity to assess and set goals for their own personal performance.

Each year, the Board, with assistance from the Director/CEO, shall determine an evaluation method or instrument that measures key components of Board responsibility and previously identified performance objectives. Visual and/or audio recordings of a Board meeting may only be used as an evaluation tool when consent is given by all Board members.

Any discussion involving the Board's self-evaluation shall be conducted in an open session.

At the request of the Board, a facilitator may be used to assist with the evaluation process. The Board may invite the Director/CEO or other individual(s) with pertinent information to provide input into the evaluation process.

Following the evaluation, the Board may set goals, define and/or refine protocols, and establish priorities and objectives for the following year's evaluation. The Board may also develop strategies for strengthening Board performance based on identified areas of need, including, but not limited to additional training or mentorship.

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Director/CEO Evaluation

The Board will vote annually on the approval of the evaluation timeline and plan, as well as the stipend amount for each Director/CEO evaluator for conducting a comprehensive 12-month evaluation of the Director/CEO.

The Board and Director/CEO shall annually develop and agree upon performance goals and objectives that shall serve as the basis for an annual evaluation. The evaluation process shall follow a timeline mutually agreed to by the Board and the Director/CEO.

The Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Director/CEO and the Board. Such meetings shall be conducted in closed session, unless mutually agreed otherwise, and allow the option to deliberate privately without the Director/CEO present when discussing the final conclusions of an evaluation.

Director/CEO Succession Planning

Short-Term Absence Procedures

The Board should follow the procedures listed below in the event the Director/CEO is temporarily unable to fulfill their duties.

1. **Immediate Notification:** The Director/CEO or ~~the Director/CEO's designee~~ ~~Director of Human Resources~~ will inform the Board President as soon as possible about the temporary incapacity or absence and will support the Board with communication, as directed by the Board President
2. **Special Board Meeting:** As needed, convene a Special Board meeting to discuss the situation and potential impact.
3. **Acting Director/CEO:** Consult with ~~the Director/CEO's designee~~ ~~Human Resources~~ for the name of the Director's/CEO's recommended Acting Director/CEO.
4. **Review and Monitor:** The situation should be reviewed at regular intervals to decide if the Acting Director/CEO should continue in the role or if the regular Director/CEO can resume duties.
5. **Transition Back:** Once the Director/CEO resumes duties, a transition plan should be established to ensure a smooth return.

Vacancy Procedures

This section provides a guide for the Board of Directors in case the seat of the Director/CEO

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becomes vacant, either through planned or unplanned circumstances. This ensures the continuity of leadership and minimizes disruption in the organization.

1. **Initial Notice:** The Director/CEO should provide written notice of departure as stipulated in their contract, including a minimum notice period.
2. **Board Meeting:** Convene a Special Board Meeting to initiate a plan and timeline for the vacancy. Document minutes and ensure compliance with public meeting laws like the Brown Act.
3. **Search Committee:** Appoint an ad hoc Director/CEO Search Committee consisting of less than a quorum of the Board's Directors with the support of other staff as appropriate, such as ~~the Director/CEO's designee~~~~the Director of Human Resources~~. Define the committee's scope, authority, and limitations in writing. Consider and decide whether the Search Committee will conduct the search itself or employ a recruiter or search firm to help find candidates. If using a recruiter/search firm, the Search Committee will be its primary point of contact and will guide the search outside of full Board meetings.
4. **Interviews and Selections:** Establish unbiased, pre-defined criteria for candidate assessment. Conduct interviews and select a candidate based on these criteria. Keep detailed records for compliance with Equal Employment Opportunity laws.
5. **Contract Development:** Involve legal counsel to draft and review the employment contract. Ensure alignment with state and federal employment laws.
6. **Public Announcement:** In the open session of a Regular Board Meeting, the Board President or ~~the Director/CEO's designee~~~~Director of Human Resources~~ will verbally summarize the employment contract's salary and benefits provisions for the Board and the public before the Board votes to approve the contract.
7. **Transition Plan:** Develop a comprehensive transition plan for both outgoing and incoming Director/CEO.



MOTIVATED YOUTH ACADEMY

Board of Directors Manual



Board of Directors Manual

Role of the Board

The Board of Directors (Board) is elected to provide leadership and oversight of the nonprofit corporation that operates charter school(s). The Board shall ensure that the nonprofit corporation is responsive to the values, beliefs, and priorities of the communities it serves.

The Board shall work with the Director/CEO to fulfill its major responsibilities, which include:

1. Setting the direction for the nonprofit corporation through a process that involves the counties, communities, educational rights holders, students, and staff and is focused on student learning and achievement
2. Establishing an effective and efficient organizational structure for the nonprofit corporation by
 - a. Employing the Director/CEO and setting policy for hiring other personnel
 - b. Overseeing the development and adoption of policies
 - c. Establishing academic expectations and adopting the curriculum and instructional materials
 - d. Establishing budget priorities and adopting the budget
 - e. Providing safe, adequate facilities that support the school's operations
3. Providing support to the Director/CEO and other staff as they carry out the Board's direction by
 - a. Establishing and adhering to standards of responsible governance
 - b. Making decisions and providing resources that support the nonprofit corporation's priorities and goals
 - c. Upholding Board policies
 - d. Being knowledgeable about school programs and efforts to serve as effective spokespersons
4. Ensuring accountability to the public for the performance of the school and compliance with the charter(s) by:
 - a. Establishing and approving all major educational and operational policies
 - b. Approval of all major contracts
 - c. Approving the charter school's annual budget and overseeing the charter school's fiscal affairs
 - d. Hearing expulsion recommendations at scheduled Board of Directors meetings to meet the required timeframe for expulsions



- e. Evaluating the Director/CEO who oversees the day-to-day operations of the charter school and implementing the policy direction of the Board
 - f. Developing annual goals for the charter school and long-range plans with input from the Director/CEO, teachers, and educational rights holder advisory council members
 - g. Receiving reports from, and providing recommendations to the Director/CEO relative to long-term strategic planning
 - h. Assessing the charter school's goals, objectives, academic achievement/student progress, financial status, and any need for redirection
 - i. Evaluating charter school and student performance
5. Providing leadership and advocacy on behalf of students, the educational program, and public education to build support within the local counties and communities.

Governance Standards

The Board believes its primary responsibility is to act in the best interests of every student in the school. The Board is also committed to educational rights holders, counties, communities, employees, the State of California, the laws pertaining to public education, and established school policies.

To maximize Board effectiveness and public confidence in Board governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct.

The Board expects its members to work with each other and the Director/CEO to ensure that a high-quality education is provided to each student. Each Board member shall:

1. Keep learning and achievement for all students as the primary focus
2. Value, support, and advocate for public education
3. Recognize and respect differences of perspective and style on the Board and among staff, students, educational rights holders, and the counties and communities it serves
4. Act with dignity and understand the implications of demeanor and behavior
5. Keep confidential matters confidential
6. Participate in professional development and commit the time and energy necessary to be an informed and effective leader
7. Understand the distinctions between Board and staff roles, and refrain from performing



management functions that are the responsibility of the Director/CEO and other staff

8. Understand that authority rests with the Board as a whole and not with individuals

Board members shall also assume collective responsibility for building unity and creating a positive organizational culture. To operate effectively, the Board shall have a unity of purpose and:

1. Keep the nonprofit corporation focused on learning and achievement for all students
2. Communicate a common vision
3. Operate openly, with trust and integrity
4. Govern in a dignified and professional manner, treating everyone with civility and respect
5. Govern within Board-adopted policies and procedures
6. Take collective responsibility for the Board's performance
7. Annually evaluate its own effectiveness
8. Ensure opportunities for diverse views in the students, staff, counties, and communities it serves to inform Board deliberations.

Public Statements

The Board recognizes that its members may participate in public discourse on civic or community interest matters, including those involving the nonprofit corporation, and their right to express their personal views freely. However, to ensure consistent, unified communication regarding nonprofit corporation issues, Board members are expected to respect the authority of the Board to choose its representatives to communicate their positions and to abide by established protocols.

All public statements authorized to be made on behalf of the Board shall be made by the Board President or, if appropriate, by the Director/CEO or other designated representative.

When speaking for the nonprofit corporation, the Board encourages its spokespersons to exercise restraint and tact and to communicate the message in a manner that promotes public confidence in the Board's leadership.

Board spokespersons shall not disclose confidential information or information received in



closed session except when authorized by a majority of the Board, nor shall Board spokespersons express any support for (or opposition to) any candidate(s) for political office. The Board must ensure that any statements or informational materials concerning proposed legislation or political candidates are provided in a neutral, nonpartisan, and educational manner consistent with state and federal restrictions for 501(c)(3) nonprofits and public agencies.

When speaking to community groups, members of the public, or the media, individual Board members should recognize that their statements may be perceived as reflecting the views and positions of the Board. Board members have a responsibility to identify personal viewpoints as such and not as the viewpoint of the Board.

In addition, the Board encourages members who participate on social networking sites, blogs, or other discussion or informational sites to conduct themselves respectfully, courteously, and professionally and to model good behavior for students and the community. Such electronic communications are subject to the same standards and protocols established for other forms of communication. Furthermore, the Brown Act prohibits Board members from responding directly to any community on an internet-based social media platform regarding a matter that is within the subject-matter jurisdiction of the Board (e.g., charter school matters) that is made, posted, or shared by any other Board member.

Disclosure of Confidential/Privileged Information

The Board recognizes the importance of maintaining the confidentiality of information acquired as part of a Board member's official duties. Confidential/privileged information shall be released only to the extent authorized by law and upon approval from the Board.

Disclosure of Closed Session Information

A Board member shall not disclose confidential information acquired during a closed session to a person not entitled to receive such information unless a majority of the Board has authorized its disclosure.

Confidential information means a communication made in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session.

Other Disclosures

A Board member shall not disclose, for pecuniary gain, confidential information acquired in the course of his/her official duties. Confidential information includes information that is not a public record subject to disclosure under the Public Records Act, information that by law may not be disclosed, or information that may have a material financial effect on the Board member.



The Board may take action against any person for disclosing confidential information.

Disclosures excepted from this prohibition are those made to law enforcement officials when reporting on improper governmental activities.

Board Member Electronic Communications

The Board recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the nonprofit corporation and with members of the public. Board members shall exercise caution to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendaized Board meeting nor to circumvent the public's right to access records regarding the nonprofit corporation.

A quorum of the Board shall not, outside of an authorized Board meeting, use a series of electronic communications of any kind, including emails, texts, or communications on an internet-based social media platform, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject-matter jurisdiction of the Board (e.g., charter school matters).

Examples of permissible electronic communications concerning the nonprofit corporation include, but are not limited to, the dissemination of Board meeting agendas and agenda packets, reports of activities from the Director/CEO sent to Board members, and reminders regarding meeting times, dates, and places. Board members must not "reply to all" to these communications.

In addition, Board members may use electronic communications to discuss matters that do not pertain to the nonprofit corporation, regardless of the number of Board members participating in the discussion. However, Board members must be clear that such communications regarding any candidates for political office or proposed legislation are their own personal viewpoints and do not represent the Board, the nonprofit corporation, or the school.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a community member and should make clear that their response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Director/CEO in accordance with Board policies and procedures so that the issue may receive proper consideration and be handled through the appropriate nonprofit corporation process. As appropriate, communication received from the media shall be forwarded to the Director/CEO.

To the extent possible, electronic communications regarding any nonprofit corporation-related



business shall be transmitted through a nonprofit corporation-provided account. Conversely, personal communications shall not be transmitted through a nonprofit corporation-provided device or account, nor shall communications regarding candidates for political office or proposed legislation without prior approval from the Board. Board members should keep in mind that such electronic communications (those transmitted through a provided device or account or those pertaining to charter school matters) may be subject to public disclosure under the Public Records Act.

Limits of Board Member Authority

The Board recognizes that the Board governs the nonprofit corporation and that a Board member has no individual authority. Board members shall hold the interests of the nonprofit corporation above any partisan principle, group interest, or personal interest.

Unless agreed to by the Board as a whole, individual members of the Board shall not exercise any administrative responsibility with respect to the schools or command the services of any school employee. Individual Board members shall submit requests for information to the Director/CEO. Board members shall refer Board-related correspondence to the Director/CEO for forwarding to the Board or for placement on the Board's agenda, as appropriate.

Individual Board members do not have the authority to resolve complaints. Any Board member approached directly by a person with a complaint should refer the complainant to the

Director/CEO or designee so that the problem may be properly considered and handled through the appropriate nonprofit corporation process.

A Board member whose child is attending a nonprofit corporation school should be aware of their role as a Board member when interacting with nonprofit corporation employees about their child.

The Director/CEO designee shall provide a copy of the state's open meeting laws (Brown Act) to each Board member and to anyone who is elected to the Board but has not yet assumed office.

Board members and persons elected to the Board who have not yet assumed office are responsible for complying with the requirements of the Brown Act.

Oath or Affirmation

It is a tradition of the Board that, prior to entering office, all Board members take an oath or affirmation.

The following oath may be administered and certified by the Director/CEO and/or the Board President:

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I, _____ do solemnly swear (or affirm) that I will support and defend the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Guiding Principles for the Board of Directors

To preserve the collaborative and mission-driven culture of MY Academy, the Board of Directors embraces the following guiding principles in its members:

1. **Mission Alignment:** Demonstrates a strong commitment to MY Academy’s mission, vision, and personalized learning model.
2. **Collaborative Leadership:** Engages respectfully with diverse perspectives, contributing to healthy dialogue and team cohesion.
3. **Ethical and Informed Governance:** Acts with integrity and adheres to high ethical and governance standards.
4. **Community and Organizational Awareness:** Understands the charter school landscape and the unique needs of the MY Academy community.
5. **Unity of Purpose:** Builds trust and shared vision, contributing to a positive, purpose-driven Board culture that supports effective decision-making.

Steps for Filling a Board Vacancy

1. **Recognize Vacancy:** The Board formally acknowledges the vacant position during a Regular or Special Board meeting.
2. **Ad Hoc Committee Formation:** The Board appoints an ad hoc committee. This action requires a Board vote during a Regular or Special Board meeting.
3. **Candidate Search:** The advisory committee identifies qualified individuals through outreach and discussion and provides the Board with a list of recommended candidates. Because shared vision and Board chemistry are important, the search may be informal and based on existing networks rather than a public recruitment.
4. **Observation and Engagement:** Candidate(s) may be invited to attend a Board meeting for a brief introduction and informal conversation or interview with the Board.
5. **Candidate Feedback:** The advisory committee may engage in follow up conversations with candidates after the Board meeting to learn more about their impressions of the Board’s operations and culture.
6. **Election:** Deliberation takes place in an open meeting, followed by a majority vote of the directors.



Orientation

The Board recognizes the importance of providing all newly elected Board members with support and information to become effective members of the Board. Incoming Board members are provided an orientation designed to build their knowledge of the nonprofit corporation and an understanding of the responsibilities of their position. Such orientation may include the provision of information, support, and/or training related to Board functions, policies, protocols, and standards of conduct.

As early as possible following the election of Board members, one or more orientation sessions may be held during open meeting(s) of the Board or scheduled 1:1 meetings with the Director/CEO and other staff. The Board President and the Director/CEO or designee shall develop an agenda for the meeting(s) and identify resources useful for incoming Board members.

Upon their election, incoming Board members shall be provided a copy of the Brown Act and informed that, pursuant to Government Code 54952.1, they must conform to the Act's requirements as if they had already assumed office. Incoming Board members must also complete a Form 700 within 30 days of assuming office in accordance with the Political Reform Act. Additional information for incoming Board members may include, but is not limited to, Board bylaws related to the limits of individual Board member authority, the conduct of Board meetings, and other Board operations; governance standards for ethical conduct; legal requirements related to conflict of interest and prohibited political activity; protocols for speaking with nonprofit corporation staff, members of the public, and the media; and publications on effective governance practices.

In addition, the Director/CEO or designee shall provide incoming Board members with specific background information regarding the nonprofit corporation, including, but not limited to, the nonprofit corporation's vision and goals statements, local control, and accountability plan, and other comprehensive plans, student demographic data, student achievement data, nonprofit corporation policy manual, nonprofit corporation budget, and minutes of recent open Board meetings.

The Director/CEO or designee may offer incoming Board members a tour of the nonprofit corporation's administrative offices and facilities and may introduce them to the nonprofit corporation and charter school site administrators and other staff.

Incoming members are encouraged, at the nonprofit corporation's expense and with the approval of the Board, to attend charter school organization workshops and conferences relevant to the needs of the individual member, the Board as a whole, or the nonprofit corporation.

Board Training

The Board's ability to effectively and responsibly govern the nonprofit corporation is essential to



promoting student achievement, building positive community relations, and protecting the public interest in the nonprofit corporation that operates the charter school. Board members shall be provided sufficient opportunities for professional development that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardmanship skills.

The Board and/or the Director/CEO or designee shall provide an orientation to newly elected or appointed Board members, which includes comprehensive information regarding Board roles, policies, procedures, the nonprofit corporation's vision and goals, operations, and current challenges. Throughout their first term, Board members shall continue to participate in additional educational opportunities designed to assist them in understanding the principles of effective governance, including, but not limited to, information on school finance and budgets, student achievement and assessment, labor relations, community relations, program evaluation, open meeting laws (the Brown Act), conflict of interest laws, and other topics necessary to govern effectively and in compliance with the law.

Board members will be responsible for participating in required training programs, including but not limited to ethics training as set forth in AB 2158 (commencing on January 1, 2025). All Board members are encouraged to continuously participate in advanced training in order to reinforce boardmanship skills and build knowledge related to key education issues. Such activities may include online courses, webinars, webcasts, and in-person attendance at workshops and conferences. In addition, workshops and consultations may be held within the nonprofit corporation on issues that involve the entire governance team.

Board members may attend a conference or similar public gathering with other Board members and/or with the Director/CEO or designee in order to develop common knowledge and understanding of an issue or engage in team-building exercises. In such cases, a majority of the Board members shall not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the nonprofit corporation's jurisdiction so as not to violate the Brown Act open meeting laws.

Board members shall report to the Board, orally or in writing, on the Board training activities they attend, for the purpose of sharing the acquired knowledge or skills with the full Board and enlarging the benefit of the activity to the Board and nonprofit corporation.

Remuneration, Reimbursement

Compensation

Each member of the Board of Directors (Board) may receive a monthly compensation of \$700.

On an annual basis, the Board may adjust the compensation of Board members, in accordance with the Corporation's Bylaws, based on the services performed by the Board members and in



consideration of comparable compensation that is paid to individuals holding similar positions at similarly-sized nonprofit organizations in the same geographic location. The Board shall adopt such compensation based on the comparable analysis, which may include a compensation study.

Board members are not required to accept payment for meetings attended.

A member may be compensated for meetings they missed when the Board finds that they were performing designated services for the nonprofit corporation that operates charter school at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board.

Reimbursement of Expenses

Board members shall be reimbursed for actual and necessary expenses such as travel, telephone, business meals, or other authorized purposes incurred when performing authorized services for the nonprofit corporation.

Board members shall be reimbursed for travel expenses incurred when performing services directed by the Board.

Authorized purposes may include, but are not limited to, attendance of educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the nonprofit corporation's interests; attendance at the nonprofit corporation or community events; and meetings with state or federal officials on issues of community concern.

Personal expenses shall be the responsibility of individual Board members. Personal expenses include but are not limited to, the personal portion of any trip, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on the nonprofit corporation-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while at the nonprofit corporation.

Any questions regarding the propriety of a particular type of expense should be resolved pursuant to the fiscal policy.

Board Policies

The Board shall adopt written policies to convey its expectations for actions that will be taken in the nonprofit corporation, clarify roles and responsibilities of the Board and Director/CEO, and communicate board philosophy and positions to students, staff, educational rights holders, and the community.



The nonprofit corporation's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or the desire to provide greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date if so designated by the Board at the time of adoption.

Board Bylaws

The Board shall prescribe and enforce rules for its own governance consistent with state law and regulations.

Bylaws governing Board operations may be amended in accordance with the process set forth in the Bylaws.

Monitoring and Evaluation

At any time, the Board and Director/CEO or designee may determine that progress reports to the Board on the implementation and/or effectiveness of the policy should be scheduled. If so, the Board and Director/CEO or designee shall agree upon a timeline and, as applicable, measures for evaluating the effectiveness of the policy in achieving its purpose.

Access to Policies

The Director/CEO or designee shall provide public access to current Board-adopted policies, such as by posting policies to the website or making them available upon request.

As necessary, the Director/CEO or designee shall notify staff, educational rights holders, students, and other educational partners whenever a policy that affects them is adopted or revised. They may determine the appropriate communication strategy depending on the issue. Policies shall be posted on the website when required by law.

Agenda, Meeting Materials

Any board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Director/CEO or designee with supporting documents and information.

The Board President and Director/CEO shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board President and Director/CEO shall determine if the item is merely a request for information or whether the issue is covered by an existing policy.



If the Board President and Director/CEO do not place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board President and Director/CEO shall also decide, in accordance with the Brown Act, whether an agenda item is appropriate for discussion in open or closed session and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Director/CEO recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

At least 72 hours before each regular meeting, each Board member shall be provided a digital copy of the agenda and other available documents pertinent to the meeting.

When special meetings are called, board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Director/CEO or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

Meeting Conduct

All Board meetings shall begin on time and shall follow an agenda prepared in accordance with board Bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements), the Charter Schools Act, and other applicable laws.

The Board shall adopt and enforce a policy for public participation at meetings, which shall include the requirements of the Charter Schools Act for establishing two-way conference locations and posting recordings of the meetings.

The Board believes that late-night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular board meetings shall be held between the hours of 8:00 a.m. to 4:00 p.m.; if any Special or Emergency Board Meetings are held, they shall be adjourned by 10:00 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may



be adjourned to a later date.

Minutes

The Board recognizes that maintaining accurate minutes of Board meetings helps foster public trust in Board governance and provides a record of Board actions for use by nonprofit corporation staff and the public.

The Secretary shall keep minutes and record all official Board actions. The Board's minutes shall be public records and shall be made available to the public upon request.

The minutes of Board meetings shall include, but not be limited to:

1. A notation of which Board members are present, in person or by teleconference, and whether a member is not present for part of the meeting due to late arrival and/or early departure
2. A list of the public comments made on agendized items and non-agendized topics
3. The specific language of each motion and the names of the Board members who made and seconded the motion
4. Any action taken by the Board, and the vote or abstention on that action of each Board member present

Upon request by a student's educational rights holder, or by the student if age 18 or older, the minutes shall not include the student's or educational rights holder's address, telephone number, date of birth, or email address, or the student's name or other directory information as defined in Education Code 49061. The request to exclude such information shall be made in writing to the Secretary.

The Director/CEO or designee shall distribute a copy of the "unapproved" minutes of the previous meeting(s) with the agenda at a subsequent regular meeting. The Board shall approve the minutes as circulated or with necessary amendments.

Upon approval by the Board, the minutes shall be signed by the Board President and Board Clerk. Official Board minutes shall be stored in a secure location and shall be retained in accordance with law.

Any minutes kept for Board meetings held in closed sessions shall be kept separately from the minutes or recordings of regular and special meetings. Minutes of closed sessions are not public records.



Board Self Evaluation

The Board shall annually conduct a self-evaluation in order to demonstrate accountability to the community and ensure that nonprofit corporation governance effectively supports student achievement and the attainment of the nonprofit corporation's vision and goals.

The evaluation may address any area of Board responsibility, including, but not limited to, Board performance in relation to vision setting, curriculum, personnel, finance, policy development, collective bargaining, community relations, and advocacy. The evaluation may also address objectives related to Board meeting operations, relationships among Board members, relationship with the Director/CEO, understanding of Board and Director/CEO roles and responsibilities, communication skills, or other governance or boardsmanship skills.

The Board shall evaluate itself as a whole. Individual Board members are also expected to use the evaluation process as an opportunity to assess and set goals for their own personal performance.

Each year, the Board, with assistance from the Director/CEO, shall determine an evaluation method or instrument that measures key components of Board responsibility and previously identified performance objectives. Visual and/or audio recordings of a Board meeting may only be used as an evaluation tool when consent is given by all Board members.

Any discussion involving the Board's self-evaluation shall be conducted in an open session.

At the request of the Board, a facilitator may be used to assist with the evaluation process. The Board may invite the Director/CEO or other individual(s) with pertinent information to provide input into the evaluation process.

Following the evaluation, the Board may set goals, define and/or refine protocols, and establish priorities and objectives for the following year's evaluation. The Board may also develop strategies for strengthening Board performance based on identified areas of need, including, but not limited to additional training or mentorship.

Director/CEO Evaluation

The Board will vote annually on the approval of the evaluation timeline and plan, as well as the stipend amount for each Director/CEO evaluator for conducting a comprehensive 12-month evaluation of the Director/CEO.

The Board and Director/CEO shall annually develop and agree upon performance goals and objectives that shall serve as the basis for an annual evaluation. The evaluation process shall follow a timeline mutually agreed to by the Board and the Director/CEO.



The Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Director/CEO and the Board. Such meetings shall be conducted in closed session, unless mutually agreed otherwise, and allow the option to deliberate privately without the Director/CEO present when discussing the final conclusions of an evaluation.

Director/CEO Succession Planning

Short-Term Absence Procedures

The Board should follow the procedures listed below in the event the Director/CEO is temporarily unable to fulfill their duties.

1. **Immediate Notification:** The Director/CEO or the Director/CEO's designee will inform the Board President as soon as possible about the temporary incapacity or absence and will support the Board with communication, as directed by the Board President
2. **Special Board Meeting:** As needed, convene a Special Board meeting to discuss the situation and potential impact.
3. **Acting Director/CEO:** Consult with the Director/CEO's designee for the name of the Director's/CEO's recommended Acting Director/CEO.
4. **Review and Monitor:** The situation should be reviewed at regular intervals to decide if the Acting Director/CEO should continue in the role or if the regular Director/CEO can resume duties.
5. **Transition Back:** Once the Director/CEO resumes duties, a transition plan should be established to ensure a smooth return.

Vacancy Procedures

This section provides a guide for the Board of Directors in case the seat of the Director/CEO becomes vacant, either through planned or unplanned circumstances. This ensures the continuity of leadership and minimizes disruption in the organization.

1. **Initial Notice:** The Director/CEO should provide written notice of departure as stipulated in their contract, including a minimum notice period.
2. **Board Meeting:** Convene a Special Board Meeting to initiate a plan and timeline for the vacancy. Document minutes and ensure compliance with public meeting laws like the Brown Act.
3. **Search Committee:** Appoint an ad hoc Director/CEO Search Committee consisting of less than a quorum of the Board's Directors with the support of other staff as appropriate, such as the Director/CEO's designee. Define the committee's scope, authority, and limitations in writing. Consider and decide whether the Search Committee will conduct the search itself or employ a recruiter or search firm to help find candidates. If using a recruiter/search firm, the Search Committee will be its primary point of contact and will



guide the search outside of full Board meetings.

4. **Interviews and Selections:** Establish unbiased, pre-defined criteria for candidate assessment. Conduct interviews and select a candidate based on these criteria. Keep detailed records for compliance with Equal Employment Opportunity laws.
5. **Contract Development:** Involve legal counsel to draft and review the employment contract. Ensure alignment with state and federal employment laws.
6. **Public Announcement:** In the open session of a Regular Board Meeting, the Board President or the Director/CEO's designee will verbally summarize the employment contract's salary and benefits provisions for the Board and the public before the Board votes to approve the contract.
7. **Transition Plan:** Develop a comprehensive transition plan for both outgoing and incoming Director/CEO.

Coversheet

Consent - Business/Financial Services

Section: VIII. Consent
Item: A. Consent - Business/Financial Services
Purpose: Vote
Submitted by: Gigi Lenz
Related Material: Board on Track - Renewal 2026-2027.pdf
Fairfield by Marriott Sales Agreement.pdf

BACKGROUND:

1. Approval of BoardOnTrack Subscription (Renewal)

Approval of the BoardOnTrack Membership Renewal Agreement for the 2026–2027 term will allow Motivated Youth Academy to continue utilizing BoardOnTrack’s governance management platform to support effective board operations. BoardOnTrack provides tools and resources that assist the Board of Directors and school leadership with governance best practices, board meeting management, policy guidance, and compliance support. The proposed renewal term is July 1, 2026 through June 30, 2027. Continued access to BoardOnTrack will support the Board’s ability to maintain strong governance practices, streamline meeting management, and access resources designed specifically for charter school boards.

2. Approval of Fairfield by Marriott Sales Agreement

The Fairfield Inn & Suites Menifee Catering Sales Agreement outlines the use of event space for a MYA graduation ceremony scheduled for June 2, 2026, from 3:00 PM to 6:00 PM, with an estimated attendance of 120 participants. The agreement secures a banquet room for the event, with required deposit and payment timelines outlined in the contract. This agreement supports planned organizational engagement and outreach efforts. The event is a one-time occurrence.

RECOMMENDATION:

It is recommended the Board approve the BoardOnTrack subscription renewal for Motivated Youth Academy (#1628).

Fiscal Impact: \$6,647.00

It is recommended the Board approve the Fairfield by Marriott Sales Agreement for Motivated Youth Academy (#1628).

Fiscal Impact: \$2,400.00



Renewal Membership Agreement: 2026-2027

Term and Fee

The agreement below outlines the term and fee associated with your BoardOnTrack membership renewal. Your membership fee is due 30 days prior to the Renewal Start Date.

After you electronically sign this contract, we will send an invoice to the invoice email address listed below. Please let us know if any billing information is incorrect. It is okay to sign the contract and then let us know via email of any changes to billing information.

Member Billing Information

Member	My Academy
Billing Address	500 LaTerraza Blvd. #150 Escondido, CA 92025
Billing Contact Name	Bill Dobson
Billing Contact Role	Interim Director
Billing Contact Email Address	bdobson@myacademy.org
Billing Contact Phone Number	(619) 343-2048

Invoice Will Be Sent To:	bdobson@myacademy.org
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Membership Terms

Renewal Start Date	07 / 01 / 2026
Membership Package	Operations
Membership Term	1 year
Membership Fee	\$6,647.00
Plus Sales Tax As Applicable	TBD

By signing this agreement, My Academy agrees to the terms described above.

Authorized Signature

Accepted By (Member) _____

Printed Name: _____ Date of Member Acceptance: _____

I read, understand, and accept the BoardOnTrack Terms and Conditions available [here](#). I certify that I am authorized to sign and enter into an agreement for the organization purchasing the BoardOnTrack Membership. Note: You can find BoardOnTrack's W-9 form [here](#).



Catering Sales Agreement

Fairfield Inn And Suites Menifee
 30140 Town Center Dr
 Menifee, CA 92584-6894

March 30, 2026

PROPERTY CONTACT

Sales Manager: Jacqueline Mojica
 Phone: (951) 458-0602
 Email: jacqueline.mojica@fairfieldsuitesmenifee.com

GROUP DETAILS

Account: MyAcademy
 Group: MyAcademy
 Event Start Date: Tuesday, June 2, 2026
 Event End Date: Tuesday, June 2, 2026
 Contact: Bill Dobson

 Address: 500 La Terraza Boulevard
 Escondido, CA
 92025
 Phone: 619.343.2048
 Email: bdobson@myacademy.org

EVENTS

Date	Time	Event	Room	Setup	Agreed Attendees	Rental
Tue Jun 2	3:00 PM - 6:00 PM	Reception	Rhone Room	Theater	120	\$2,400.00

Event Information

Based on the requirements outlined by MyAcademy, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Your private function has been booked on a first option tentative basis.

TAXES AND SERVICE CHARGE

All meeting room, food and beverage, and related services are subject to a 20% Service Charge and applicable 8.75% State sales tax. Service charge is taxable in accordance with federal, state and local tax regulations. Service charge and tax is **inclusive** for MyAcademy's event.

A 10.195% California Tourism Tax shall be applied for all guest room reservations. The California Travel & Tourism assessment program is administered by the Office of Tourism. It is an industry self-assessment authorized by state law.

DEPOSIT SCHEDULE

Transaction Type	Charge Type	Date	Amount
Deposit	Credit Card	Upon Contract Signing	\$1000.00
Remaining Balance	Credit Card	7 Business Days Prior to Event	\$1400.00
		Balance Due	\$2400.00

BILLING INFORMATION

Billing Method: Credit Card
Billing Contact: Bill Dobson
Phone: 619.343.2048
Email: bdobson@myacademy.org

RESERVATION CONFIRMATION & ADVANCE DEPOSIT SCHEDULE

If this confirmation is not signed and returned by the due date, the hotel reserves the right to release the reservations and cancel this booking. In the instance your confirmation comes after this date, the room requirements are subject to space availability.

Once you sign and return this contract, your reservation will be confirmed and considered a definite booking. This signed contract and deposit are required to reserve the above space(s) and will be credited toward the total cost of your Event. The deposit & signed contract are due on April 7, 2026.

PLEASE NOTE: Deposits may not be refunded in the event that you cancel all or part of your event. Please see below under our "Cancellation Policy" for further details on charges associated with cancelling your event.

PAYMENT

The estimated balance is due and payable (7) business days in advance of the event, along with a credit card authorization for any remaining balance at the conclusion of the event. A final account will be remitted at the completion of your event and will be payable upon receipt. Pre-payments and final balances may be paid by certified or cashier's check and pre-approved credit cards. In regards to credit card payment a credit card authorization form needs to be filled out by your contact authorizing payment.

CANCELLATION POLICY

You may cancel this contract without cause no later than 72 hours prior to the event upon (i) written notice to the Hotel and (ii) paying the cancellation fee (agreed not to constitute a penalty) which shall be equal to (a) the amount of the deposit or (b) the following percentage of the minimum guarantee, whichever is greater:

Less than three (3) months up to the event date- \$2400.00

CONCESSIONS

- Complimentary Linen (value \$20/linen)
- Complimentary Ice Water Station
- Discounted Rental of Rhone Room (value \$4800)

CATERING SALES MANAGER

Once the deposit and signed contract is received, a Catering Manager will be assigned to your event. Your Catering Manager will prepare all details of your event in the Banquet Event Order.

GUARANTEED COUNTS

In arranging for private functions, the final attendance must be received by the Catering Office no later than 11:00 a.m. TEN (10) working days prior to the commencement of the function. All guests must be included in the guest guarantee. This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly.

Your final bill will be based on this guaranteed amount or the actual count whichever is greater.

*National Holidays are not considered working days and should be taken into consideration when submitting guarantees.

Changes in meeting room arrangements within 24 hours will be subject to additional labor fee.

AUDIO VISUAL

The Sales and Catering Department will arrange for the rental of Audio Visual Equipment requested for your event. Current Service Charge of 20% and State Sales Tax of 8.75% will be waived to all Audio/Visual Equipment Rentals. Guests will be responsible for all rental and labor charges incurred. Any Audio Visual items cancelled with 24 hours will be charged at full retail.

Hotel cannot be held responsible for the storage of a group's own equipment overnight or equipment left at the conclusion of the event.

PARKING

Self-Parking is complimentary.

DAMAGE TO FUNCTION SPACE or PROPERTY

Client agrees to pay for any damage to the function space that occurs while Client is using it. Client will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Client and their attendees. A security deposit may be required to cover any damages to the property. The amount will be determined by management, if damage is suffered the cost of repairs and/or replacement shall be billed to you. Animals of any kind are not permitted on the grounds, except for service animals in compliance with applicable law.

NOISE OCCURENCES

Music in all outdoor areas shall cease at 10pm on Friday, Saturday and Sunday nights and at 9pm on Monday through Thursday nights. Volume of amplified music played in private rooms and/or outdoors on hotel property shall be regulated at the discretion of the Hotel staff so as not to unduly disturb other events/registered guests of the Hotel. Failure of the Patron to cooperate with hotel staff to eliminate any disturbance will result in the hotel closing the event without liability for loss of revenue, lack of service or provision of services as described on the Banquet Event Order.

OUTSIDE FOOD AND BEVERAGE POLICY

Outside food and beverage is permitted for the event and must be consumed on Hotel premises.

LIQUOR LICENSE

Client understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

USE OF OUTSIDE VENDORS

If Client wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Hotel may, in its sole discretion, require that such vendor provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate licenses and insurance.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Client requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

PERFORMANCE LICENSES

Client will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including, without limitation, music, audio, or video recordings, art, etc.) that Client may use or request to be used at the Hotel.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or Client, will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

INDEMNIFICATION

Group shall indemnify, defend, save and hold harmless the Hotel and its affiliates, and their directors, officers and employees, from and against any and all liabilities, losses, damages, costs, claims, awards, judgments, sanctions, expenses, including, but without limitation, reasonable attorneys' fees and costs, resulting from or arising from any actions or omissions or willful misconduct of the Group, its officers, employees, agents, contractors, members, or attendees, in connection with the Group's use of the Hotel's guest rooms or function space or Group's breach of this Agreement or any of Group's representations contained herein, except to the extent arising from the gross negligence or willful misconduct of the Hotel, its officers, employees or agents in connection with this Agreement.

Hotel shall indemnify, defend, save and hold harmless Group, its affiliates, and their directors, officers and employees, from and against any and all liabilities, losses, damages, costs, claims, awards, judgments, sanctions, expenses, including, but without limitation, reasonable attorneys' fees and costs, resulting from or arising from any actions or omissions or willful misconduct of the Hotel, its officers, employees, agents, contractors or the Hotel's breach of this Agreement or any of Hotel's representations contained herein, except to the extent arising from the gross negligence or willful misconduct of the Group, its officers, employees or agents in connection with this Agreement.

FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence. Without limiting the forgoing, Force Majeure includes acts of God; fire; flood or other similar occurrences beyond the control of the client or the Hotel.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

COMPLIANCE WITH LAWS

In performing under this agreement, the Group and Hotel shall comply with all applicable laws and regulations of any federal, state or local government entity.

REWARDS PROGRAM - REWARDING EVENTS

Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and ACCOUNT NAME has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award Points or submit an award for airline miles to the Member(s) identified below. Marriott Rewards program is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) are eligible to receive Rewarding Events Points or airline miles

Member Name _____

Marriott Rewards Program Member Number _____

*If airline miles are desired instead of Rewarding Events Points, please also provide:

Frequent flier airline miles account number _____

Airline Name _____

OR

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Rewarding Events Points or airline miles and hereby waives the right to receive an award of Points or airline miles in connection with the Event.

The number of Points or airline miles to be awarded shall be determined pursuant to the Rewards Program Terms and Conditions, as in effect at the time of award. The Rewards Program Terms and Conditions are available on-line and may be changed at the sole discretion of the Rewards Program at any time and without notice.

The individual(s) identified above to receive either Points or airline miles may not be changed without such individual(s)' prior written consent. By inserting the airline mileage account information, the recipient elects to receive airline miles rather than Points. All Rewards Program Terms and Conditions apply.

Cancellations:

We will reserve your contracted guest rooms and function/meeting space, according to the schedule of events, to the exclusion of other business opportunities once space is considered and definite. If the hotel is advised that this definite commitment is cancelled, liquated damages may be charged. The amount will be based upon a (1) night's room and tax.

This agreement (and any additional pages attached hereto) constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by Fairfield Inn And Suites Menifee and an authorized representative MyAcademy

To guarantee rates quoted, event space requested, and all other terms, this contract must be signed and returned by Tuesday, April 7, 2026 or Fairfield Inn And Suites Menifee reserves the right to release the event space.

I hereby accept the above stated terms and conditions, and further warrant that I have authority to sign on behalf MyAcademy.

Customer

Name: Bill Dobson

Title:

Signature: _____

Date: _____

Property

Name: Jacqueline Mojica

Title: Director of Sales

Signature: _____

Date: _____

Coversheet

Consent - Education/Student Services

Section: VIII. Consent
Item: B. Consent - Education/Student Services
Purpose: Vote
Submitted by: Gigi Lenz
Related Material: 2026-27 APLUS+ Membership Renewal.pdf
Kintone Service Order Form (Apr 2026 - Sep 2026).pdf

BACKGROUND:

1. Approval of APLUS+ Membership (Renewal)

Motivated Youth Academy (MYA) participates in the Association of Personalized Learning Schools & Services (APLUS+) statewide network, which supports and advocates for schools implementing flex-based personalized learning models. Membership provides access to professional development, consulting, networking opportunities, legislative advocacy, research and data reporting, communications resources, and promotional support designed specifically for personalized learning charter schools.

Participation in the APLUS+ network provides MYA with statewide collaboration with other personalized learning charter schools, advocacy support, strategic communications resources, and access to research and best practices that support the school's independent study and personalized learning program model.

2. Approval of Kintone Service Order

Presented for approval is the Kintone Service Order Form for a one-time, six-month extension of MY Academy's current nonprofit license, covering the period of April 1, 2026 through September 30, 2026. This extension ensures continued access to the Kintone platform, which supports internal data management and operational workflows, while the organization prepares for a transition to a long-term agreement. As noted, this is a temporary extension of the current "no support" plan, with the understanding that the license will be upgraded to a supported nonprofit plan under a separate three-year agreement beginning October 1, 2026.

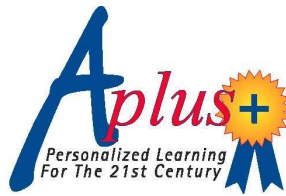
RECOMMENDATION:

It is recommended the Board approve the APLUS+ Membership for 2026-2027 renewal for Motivated Youth Academy (#1628.)

Fiscal Impact: \$7,750.00

It is recommended the Board approve the Kintone Service Order for Motivated Youth Academy (#1628.)

Fiscal Impact: \$150.00



the Association of Personalized Learning Schools & Services

Every Child's Learning is Personal

Jeff Rice, Director
18820 Lodestone Court, Penn Valley, CA. 95946
Voice: 530.432.3609, Fax: 530.432.3610, Email: jeffrice@jps.net, Web: www.theaplus.org
Tax ID #567-84-5112

INVOICE

#02192601

Date: February 19, 2026

To:
Toni De Jesus/Bill Dobson/Gigi Lenz
Motivated Youth Academy Charter School
100 E San Marcos Blvd. Ste 350
San Marcos, CA. 92069-2989

Amount Due: \$7,750.00 *
(The sum seven thousand seven hundred fifty dollars)

For Independent Contractor services provided through the 2026-2027 school year beginning July 1, 2026 and ending June 30th 2027.

*The 2026-2027 membership fee represents a \$250 discount from the standard \$8,000.00 fee at the Topaz level based on approximate enrollment of 364 students if paid in full no later than May 31, 2026.

Terms:
Payment is due no later than May 31, 2026 to qualify for the \$250 early payment discount.

Summary of services provided:
Jeff Rice, doing business as APLUS+ shall provide an array of standard professional development, consulting, networking, communications information, promotion, and public relations services to Motivated Youth Academy for the duration of the 2026-2027 school year.

Please make checks payable to APLUS+

Coversheet

Consent - Personnel Services

Section: VIII. Consent
Item: C. Consent - Personnel Services
Purpose: Vote
Submitted by: Gigi Lenz
Related Material: MOU Reach University (2026-2031) - Unsigned - 2026.04.01.pdf

BACKGROUND:

The Reach University Employer Partnership Memorandum of Understanding establishes a collaborative partnership between the school and Reach University to support workforce development and create pathways for staff to pursue degree and credentialing programs. Through this agreement, eligible employees may participate in job-embedded higher education programs, including undergraduate, graduate, and teacher credentialing pathways, while continuing their employment. The MOU outlines shared responsibilities related to recruitment, candidate support, mentorship, and program implementation, with a focus on building internal talent pipelines and supporting long-term staff development. The agreement is structured as a multi-year partnership with defined roles, compliance requirements, and flexibility to adapt as program needs evolve.

RECOMMENDATION:

It is recommended the Board approve the Memorandum of Understanding (MOU) with Reach University with Motivated Youth Academy (#1628).

Fiscal Impact: None



Reach University

Employer Partnership

Memorandum Of Understanding

Local Education Agency:

Date:

Reach University is accredited by the WASC Senior College and University Commission. Alternatives in Action is accredited by the California Commission on Teacher Credentialing. Alternatives in Action provides the Teacher Credentialing programs for Reach candidates in California.

Learn more at reach.edu

1. Parties, Recitals & Purpose

This Memorandum of Understanding (“Agreement”) is entered into on the date listed above between the entity named above (“Local Education Agency”) and Reach University (“Reach University”) (together, the “Parties”) for the purpose of jointly exercising their respective powers.

The purpose of this Agreement is to address the Local Education Agency’s workforce needs and provide opportunities for Reach University candidates to complete the job–embedded undergraduate degree program, Bachelor of Arts in Liberal Studies. This Agreement includes any attached addenda, which shall be incorporated by reference and considered part of this Agreement.

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

2. Definitions

- Primary Employer Partnership Contact: The primary person responsible for communicating between the Local Education Agency and Reach University.
- Candidate: a candidate enrolled in an undergraduate degree program and/or teacher preparation program offered by Reach University.
- Partnership Advisory Committee: a system–level leadership and advisory group committee composed of a representative set of Superintendents or designees from partner Local Education Agencies
- Program: The undergraduate program offered by Reach University for paraprofessionals and other school employees, whose goal is to complete a bachelor’s degree.

3. Program

At Reach University, we believe that your job should lead to a degree—not the other way around. We serve both working adults striving to reach their full potential and employers aiming to cultivate diverse local talent pipelines through apprenticeship degrees. Reach University is dedicated to best practices in higher education and is designed to both acknowledge and leverage the learning that working adults already engage in daily to inform and improve upon their craft.

Additional programs are outlined in the addendum attached to this Agreement.

3.1 Bachelor Of Arts In Liberal Studies (BLS) Degree Program

The program description herein reflects Reach University’s program as of the effective date of this Agreement. For the most up–to–date version, please see reach.edu and info.reach.edu.

The B.A. in Liberal Studies is a rigorous, job–embedded undergraduate degree program for front–line employees. The program includes interactive class sessions held after work hours, one–on–one advisors, on–site mentors, and comprehensive college services, including financial aid, libraries, and technology support, all to ensure candidate success.

Candidates in our programs are required to engage in job–embedded learning for at least 15 hours per week in an academic environment. This job–embedded learning can arise from holding roles including but not limited to: paraeducators, teacher or classroom instructional aides, on–site tutors, teacher leaders, administrators (principals, vice principals, etc.), and school support functions.

Degree Earned: B.A. in Liberal Studies

Credential Earned: None

Program Duration: 2–4 years (depending on transfer credits)

Accepts Transfer Credit: Yes. 100% credit transfer from select programs.

For full program details, please visit reach.edu/programs.

4. Partnership Responsibilities

This section outlines the shared expectations and commitments between Reach University and the Local Education Agency to ensure the successful implementation of the Bachelor of Arts in Liberal Studies (BLS) program.

4.1 Initial Engagement & Onboarding

Local Education Agency Responsibilities

- Designate and notify key contacts, including but not limited to billing, site–level leads, and a program liaison (“Primary Employer Partnership Contact”).
- Attend initial onboarding sessions to understand program operations, expectations, and shared responsibilities.

Reach University Responsibilities

- Assign and provide a dedicated point of contact to support onboarding and act as liaison for partnership management.
- Introduce Local Education Agency staff to Reach University systems, workflows, and operational tools.
- Develop and finalize tuition agreements and billing processes with the Local Education Agency.

4.2 Candidate Eligibility, Recruitment, & Admissions

Local Education Agency Responsibilities

- Verify that all candidates referred to Reach University:
 - Are employed by the Local Education Agency in roles supporting job–embedded learning.
 - Hold a high school diploma or equivalent.

- Are U.S. citizens, legal permanent residents, or have valid work authorization.
- Have successfully passed required background checks.
- Coordinate and participate in recruitment efforts with Reach University in order to refer prospective candidates to Reach University Programs. This includes, but is not limited to, the following collaborative recruitment strategies:
 - Providing a list of eligible prospective candidates and their contact information to Reach University at least once per recruitment cycle, including contact information.
 - Promoting Reach University Programs by posting/distributing flyers, sharing Program information via email, and informing employees about virtual Information Sessions presented by Reach University.
 - Hosting informational sessions for prospective candidates.
- Verify candidate employment during the admissions process and prior to the start of each academic term.
- Assign mentors for candidates, if applicable.

Reach University Responsibilities

- Provide the Local Education Agency with recruitment materials, program information, and info session invitations.
- Align outreach activities with the Local Education Agency’s workforce needs.
- Assist and guide candidates through the application process, and coordinate employment verification at the time of admission.
- Provide tools and support for employment verification and job alignment.

Shared Responsibilities

- Both Parties will collaborate in planning and executing recruitment activities to ensure alignment with workforce needs and mutual accountability for candidate outcomes.

4.3 Job-Embedded Learning & Candidate Support

Local Education Agency Responsibilities

- Ensure that each candidate engages in job-embedded learning for a minimum of 15 hours per week in an academic environment. This may include roles such as paraeducator, instructional aide, tutor, teacher leader, administrator, or other school-based support staff.
- Notify Reach University if a candidate’s role materially changes and may no longer meet the job-embedded learning requirements.
- Provide site-level support to candidates.
- Participate in periodic Reach University-hosted webinars and virtual updates to share feedback, receive program information, and support continuous improvement efforts.

Reach University Responsibilities

- Guide Local Education Agency staff on program expectations.

Shared Responsibilities

- Establish and maintain ongoing communication to address issues, resolve challenges, and support candidate success.
- Reach University and the Local Education Agency will collaborate in good faith to determine next steps, which may include transitioning the candidate to a qualifying role or pausing enrollment until eligibility is re-established.

4.4 Data Sharing & Program Feedback

Local Education Agency Responsibilities

- Participate in annual workforce outcome reporting, including sharing aggregate data on candidate roles, transitions, and retention.
- Complete an annual Employer Partner Survey and similar instruments to support program evaluation.
- If the Local Education Agency requires detailed information about candidate progress, academic standing, or related metrics, Reach University strongly encourages the Local Education Agency to establish clear agreements directly with its employees regarding such requirements. These agreements should ensure transparency for employees and align with applicable privacy and employment laws.

Reach University Responsibilities

- Share candidate information, as necessary for program administration and in compliance with our FERPA policy, state privacy laws, and institutional policies, to support collaborative recruitment efforts and promote candidate retention and success. Data may be shared proactively or upon request. See our FERPA policy here: info.reach.edu/support/family-educational-rights-and-privacy-act-ferpa-acknowledgment.
- Analyze and apply data gathered through surveys and reporting to inform program enhancements and continuous improvement.
- Issue invoices for agreed-upon tuition support once per term, typically in September and February.
- Provide assistance to the Local Education Agency regarding billing questions and adjustments as required.

5. Terms

5.1 Insurance

During the term of this Agreement, Reach University agrees to maintain insurance policies, including a standard comprehensive general liability insurance policy with the following coverage: \$1 million general liability, \$1 million personal injury, and \$2 million general aggregate; and educator's legal liability of \$1 million per occurrence and \$2 million aggregate.

5.2 Term

This Agreement shall have an initial term of five (5) years from the effective date. Upon expiration of the initial term, the Agreement shall automatically renew for successive five (5) year terms unless and until terminated by either party in accordance with the termination provisions set forth in Section 5.3.

The Parties agree to review the terms of this Agreement at least once every five (5) years to assess continued alignment and effectiveness.

5.3 Termination

Except as otherwise provided, each party agrees to give six (6) months' written notice prior to terminating this Agreement and the program partnership. The Parties agree to make their best efforts to ensure enough time for candidates enrolled to graduate before the effective termination date.

5.4 Confidentiality

Candidate information will only be shared to provide the services outlined in this Agreement. Confidential candidate information, as defined by state and federal regulations, will only be disclosed to the Local Education Agency when necessary to carry out the tasks described here, in compliance with the law, and subject to a Non-Disclosure Agreement. The Parties also each agree to safeguard each other's confidential information learned in performing this Agreement.

5.5 Indemnification

To the extent allowed by law, the Local Education Agency agrees to indemnify, defend, and hold harmless Reach University from and against any claims by a candidate or other third party that arise from a candidate's employment or activity at the Local Education Agency site.

5.6 Non-Discrimination

Both Parties agree that participation in this program will not be limited on the basis of race, color, national origin, sex, disability, age, or any other protected category under federal or state law.

5.7 Force Majeure

Neither party shall be held liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any

term of this Agreement (except for payment obligations) when such failure or delay is caused by acts of God, natural disasters, pandemics, governmental orders or laws, labor disputes, power or internet failures, or any other cause beyond the reasonable control of the affected party. The affected party shall promptly notify the other party in writing of such force majeure event and make reasonable efforts to resume performance as soon as practicable.

5.8 Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the matter through good faith negotiations. If the dispute cannot be resolved through negotiation within thirty (30) days, the Parties agree to submit the matter to non-binding mediation conducted by a mutually agreed-upon mediator. If mediation does not resolve the dispute, the Parties may then pursue any remedies available at law or in equity.

5.9 Name & Likeness

No child's image or likeness will be used without explicit prior consent in accordance with the Local Education Agency's policies. Reach University will coordinate with the Local Education Agency to ensure full compliance with all applicable privacy regulations and parental consent requirements.

Reach University may take photographs and make audio or video recordings of Reach University candidates at Local Education Agency school sites for educational, licensure assessment, and training purposes. These recordings may include images of Reach University candidates, faculty, and staff, as well as general school site identification.

5.10 Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

5.11 Entire Agreement

This Agreement, including all incorporated addenda, constitutes the entire understanding between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter herein.

5.12 Amendments

This Agreement may only be amended, modified, or supplemented by a written document signed by authorized representatives of both Parties.

5.13 Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without prior written consent of the other party.

6. Signatures

The undersigned confirms having read and understood the policies stated above and affirms possessing the authority to execute this document and engage in the activities outlined herein.

Reach University

Authorized Representative	
Title	
Work Phone	
Email Address	
Signature	
Date	

Local Education Agency

The signature below must be completed by the representative who is authorized to sign on behalf of the Local Education Agency.

Local Education Agency	
State	State
Authorized Approver	Sample MOU
Title	
Work Phone	Work Phone
Email Address	pyoon@reach.edu
Signature	
Date	

Reach University Employer Partnership Memorandum Of Understanding **Addendum: Graduate Programs (General)**

This Addendum supplements the Reach University Employer Partnership Memorandum of Understanding (“Base Agreement”) between Reach University and the Local Education Agency, and also incorporates the role of Alternatives in Action, the current California Commission on Teacher Credentialing accredited recommending agency. This Addendum sets forth additional terms and responsibilities among Reach University, Alternatives in Action, and the Local Education Agency and shall be effective as of the date of the last signature on this Addendum.

This Addendum outlines additional terms, responsibilities, and partnership commitments related to Reach University’s graduate degree programs and credential programs offered through Alternatives in Action. All provisions of the Base Agreement remain in full force and effect unless expressly modified by this Addendum.

Reach University is accredited by the WASC Senior College and University Commission and provides Master level academic courses and candidate support services to enrolled candidates. Alternatives in Action is accredited by the California Commission on Teacher Credentialing (“CCTC”) to offer state-authorized educator preparation (certification) programs in California. Alternatives in Action partners with Reach University to deliver credential pathway programming. Alternatives in Action provides program oversight for Reach University’s credential programming and recommends eligible candidates for the appropriate credentials. If Reach University receives CTC authorization as an independent recommending agency, Reach University may assume the responsibilities described herein as currently fulfilled by Alternatives in Action. **The programs referenced in this Addendum are available exclusively in California.**

A.1 Definitions

- Program(s): All degree programs and the CCTC-authorized educator preparation programs, including California Preliminary Single-Subject and Multiple-Subject Teaching Credential programs (including the Early Completion Option or ECO) and/or Induction (the Clear Teaching Credential program), and the Master of Arts in Teaching program.
- ILP: Individual Learning Plan, a personalized plan designed to guide the professional growth and development of a candidate. The ILP addresses the California Standards for the Teaching Profession (CSTPs), the Teacher Performance Expectations (TPEs), and provides a roadmap for the candidate’s work in their respective program. This plan is intended to be a living document, with opportunities to develop professional goals and measurable outcomes, plan, reflect on progress, and modify as needed in response to the authentic needs of the individual. The ILP is designed and implemented solely for the professional growth and development of the individual and not for evaluation for employment purposes.
- Primary School Site Contact: Acts as a liaison to Alternatives in Action and the Reach Teachers College Division of Graduate Studies. This representative is required to meet and/or communicate regularly with Reach University Program staff to address candidate needs.

A.2 Roles & Responsibilities

This section outlines the commitments of the Local Education Agency, Alternatives in Action, Reach University, and all parties jointly to ensure the successful implementation of Reach University's graduate programs and associated credentialing pathways operated by Alternatives in Action.

A.2.1 Program Access & Support

Local Education Agency Responsibilities

- Identify a Local Education Agency Designee (Employment Verification Contact) who will verify the employment of candidates enrolled in Reach University programs each term and ensure placements align with credential requirements and provide opportunities to work with the full range of students identified in program standards, including English learners, students with disabilities, and students from diverse cultural, linguistic, and socioeconomic backgrounds.
- Assign a representative to meet and/or communicate regularly with Alternatives in Action and Reach University to address candidate needs and necessary updates, e.g., Intern Preservice (pre-semester preparation course, which starts two months before the starting semester), Intern Subject Matter Competence Requirement, Intern Early Completion Option (ECO), and/or Induction Mentor hours.
- Select placement sites that demonstrate commitment to collaborative, evidence-based practices and continuous improvement; maintain partnerships with educational, social, and community entities that support teaching and learning; place students with disabilities in the Least Restrictive Environment (LRE); and provide robust programs and support for English learners.
- Permit video capture for candidate field supervision, coursework, reflection, and state performance tasks such as the California Teacher Performance Assessment (TPA) and the Literacy Performance Assessment (LPA), including but not limited to having a recording policy in place to accommodate TPA video assessments.

Reach University Responsibilities

- Comply and submit reports or other information on matters related to accreditation or program requirements and activities to Alternatives in Action, the California Commission on Teacher Credentialing (CCTC), the California Department of Education (CDE), and the Western Association of Schools and Colleges (WASC), as required.
- Establish effective and ongoing communication between the Local Education Agency or Primary School Site Contact and Reach University to promote this agreement and address candidate needs.
- Provide orientation, professional development, and ongoing support for field supervisors, coaches, and mentors.
- Communicate with candidates, Primary School Site Contact, mentors, and program staff in a timely manner regarding program requirements and updates.

- Communicate with Alternatives in Action as needed, who verifies that credential program candidates have successfully completed all program and credential requirements.

Alternatives in Action Responsibilities

- Oversee and recommend candidates for credentials in credentialing pathways.
- Maintain compliance with all CCTC requirements for intern and induction programs.

A.2.2 Candidate Support & Collaboration

Local Education Agency Responsibilities

- Support candidate success by supervising and evaluating candidates using established Local Education Agency processes and performance assessment tools.

Reach University Responsibilities

- Solicit feedback from stakeholders to guide the development and continuous improvement of processes and systems.
- Facilitate program-specific advisory councils to support candidate success and align with Local Education Agency and Alternatives in Action expectations.
- Share verifying information and recommendations with Alternatives in Action on behalf of candidates; Alternatives in Action will recommend eligible candidates for the applicable California credential.

A.2.3 Program & Data Collaboration

Shared Responsibilities

- Convene the committee regularly to gather feedback and insights for enhancing processes and systems within each program, and to contribute to the development and oversight of new programs.
- Collaborate to maintain effective communication with all stakeholders to support candidate success and program quality.

A.3 Execution of Addendum

This Addendum supplements the Base Agreement and does not modify any other terms unless expressly stated herein. All indemnification, confidentiality, and liability provisions of the Base Agreement apply equally to this Addendum.

The undersigned confirms having read and understood the policies stated above and affirms possessing the authority to execute this document on behalf of the Local Education Agency and engage in the activities outlined herein.

Reach University

Authorized Representative	
Title	
Signature	
Date	

Local Education Agency

Local Education Agency	
Authorized Approver	Sample MOU
Signature	
Date	

Alternatives in Action

Authorized Representative	Sample
Title	
Signature	
Date	

Reach University Employer Partnership Memorandum Of Understanding

Addendum: Intern Teacher Credential and Master of Arts in Teaching Program

This Addendum supplements the Reach University Employer Partnership Memorandum of Understanding and the Graduate Programs Addendum (“Base Agreement”) between Reach University and the Local Education Agency, and also incorporates the role of Alternatives in Action, the current California Commission on Teacher Credentialing (“CCTC”) accredited recommending agency.

This Addendum outlines additional terms, responsibilities (among Reach University, Alternatives in Action, and the Local Education Agency), and program details specific to the Teacher Intern credentialing pathway offered through Alternatives in Action. All credential recommendations are made by Alternatives in Action, a CCTC-accredited recommending agency. Reach University provides the Master of Arts in Teaching degree pathway. All provisions of the Base Agreement remain in full force and effect unless expressly modified by this Addendum.

A.1 Program Overview & Definitions

The program description herein reflects Reach University’s program as of the effective date of this Addendum. For the most up-to-date version, please see reach.edu and info.reach.edu.

The Teacher Intern Program allows candidates to earn their Master of Arts in Teaching degree while participating in a credentialing pathway operated by Alternatives in Action. Reach University supports candidates’ academic progress; Alternatives in Action oversees all credentialing processes and recommendations. An Early Completion Option (ECO) is offered to qualified Intern candidates; however, ECO candidates are not eligible for the Master of Arts in Teaching program, as they do not complete coursework for credit.

A.1.1 Definitions

- Intern Program: An alternative certification program. Intern teachers are employed as the teacher of record in a classroom while concurrently enrolled in the credential program.
- Preservice: Candidates must complete Preservice in order to be eligible for an Intern Credential. At Reach University, Preservice is a three-unit (135-hour) graduate-level course. Once granted, Intern Credentials may be backdated by 90 calendar days (current CTC policy). Preservice for Single-Subject and Multiple-Subject candidates must include: General pedagogy including classroom management and planning, reading/language arts, subject-specific pedagogy, human development, and specific content regarding the teaching of English Learners, pursuant to California Code of Regulations §80033.
- Fieldwork: Employment as a teacher of record, where fieldwork, practice, support, supervision, and application of coursework to teaching take place. The Local Education Agency ensures candidates are placed in teaching assignments that match the credentials and subject areas for which the candidates are seeking their credentials for a minimum of 600 hours per year. A candidate’s teaching position and intern programming go

hand-in-hand. *Any changes to their employment status may affect their program status, and vice versa.*

- ECO: The Early Completion Option (ECO) is intended to provide candidates who have requisite skills and knowledge an opportunity to challenge the coursework portion of a Single-Subject or Multiple-Subject Intern Credentialing Program. The Early Completion Option does not waive the entire program but allows for an expedited pathway by waiving preparation program coursework for those candidates who meet the criteria.
- M.A.T.: Master of Arts in Teaching, a graduate degree that emphasizes both practical teaching skills and in-depth subject matter knowledge.
- ILP: Individual Learning Plan, a personalized plan designed to guide the professional growth and development of a candidate. The ILP addresses the California Standards for the Teaching Profession (CSTPs), the Teacher Performance Expectations (TPEs), and provides a roadmap for the candidate's work in their respective program. This plan is intended to be a living document, with opportunities to develop professional goals and measurable outcomes, plan, reflect on progress, and modify as needed in response to the authentic needs of the candidate. The ILP is designed and implemented solely for the professional growth and development of the candidate and not for evaluation for employment purposes.

A.1.2 Intern Teacher Credential & Master Of Arts In Teaching Program

Candidates work as intern teachers while pursuing a Preliminary California Teaching Credential and a Master of Arts in Teaching degree.

Intern candidates are novice teachers. They are employed as teachers of record while pursuing preliminary credentials. Each week, Intern candidates attend synchronous classes and engage in approximately 10 hours of independent studies, including academic coursework and job-embedded practice. Intern candidates engage in at least 5 hours of supervision with an Intern District-Employed Mentor each week, and engage in twelve one-on-one coaching cycles with a Reach University-provided field supervisor per academic year. They also complete two cycles of the CalTPA, the state teaching performance assessment.

Participation in the Intern and Master of Arts in Teaching Program is a significant workload beyond the responsibilities of a typical credentialed teacher. Local Education Agencies are responsible for ensuring that candidates are supported to be successful both in the classroom and in their graduate credentialing coursework.

Degree Earned: Master of Arts in Teaching

Credential Earned: California Intern Teaching Credential and California Preliminary Single-Subject or Multiple-Subject Teaching Credential (upon successful completion of the Intern Teacher Credential Program and credentialing requirements).

Program Duration: Two years. Accepts up to 9 transfer credits.

Program Eligibility: The Intern Teacher Credential Program leads to a California Preliminary Single-Subject or Multiple-Subject Teaching Credential. WSCUC accredits the concurrent Master of Arts in Teaching Program. Admission requirements can be found at reach.edu.

To be recommended for an Intern Credential, and prior to enrolling in the Intern Teacher Credential Program, candidates must:

- Hold a baccalaureate degree or higher from a regionally accredited institution of higher education. Pursuant to Education Code Sections 44325, 44326, 44453.
- Demonstrate subject matter competence prior to being recommended for the Intern Credential.
- Provide all required enrollment documents established by the CCTC and by the Intern Teacher Credential Program.
- Complete the requisite hours of pre-service preparation established by the CCTC (the Reach Preservice Course taken in the term *before* the starting semester does meet this requirement).
- Have a qualified Intern District–Employed Mentor identified who meets the CCTC criteria for mentor eligibility.

Alternatives in Action, the recommending agency, reserves the right to determine admissions and continued enrollment. Once admitted, all two-year pathway candidates are eligible for Reach University’s concurrent Master of Arts in Teaching Program.

Program Components:

- As candidates enroll in Alternatives in Action’s teacher intern program, they will begin by completing preservice. Candidates must complete Preservice in order to be eligible for an Intern Credential. Preservice is a three-unit (135-hour) graduate-level course that must cover general pedagogy—such as classroom management and planning, reading/language arts, subject-specific pedagogy, human development—as well as specific content on teaching English Learners, in accordance with California Code of Regulations §80033.
- Fieldwork is a required component of the Intern program. The Local Education Agency must ensure that candidates are placed in teaching assignments that match the credentials and subject areas for which the candidates are seeking their credentials for a minimum of 600 hours per year. A candidate’s teaching position and intern programming go hand-in-hand. *Any changes to their employment status may affect their program status, and vice versa.*
- Intern District–Employed Mentor: Intern candidates must be assigned an Intern District–Employed Mentor. An Intern District–Employed Mentor must hold a Clear Credential in the content area for which they are providing supervision and have a minimum of three years of content area K–12 teaching experience. The Intern District–Employed Mentor must have demonstrated exemplary teaching practices as determined by the employer and the Program. Matching a candidate and an Intern District–Employed Mentor must be a collaborative process between the Local Education Agency and the Program. The Program provides Intern Mentors with a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The Program ensures that Intern District–Employed Mentors remain current in the knowledge and skills for candidate supervision and program expectations. Intern District–Employed Mentor must also provide opportunities for

candidates to be observed and receive feedback, co-observe and debrief, co-plan lessons, and review student data around structured literacy, diagnostic and intervention techniques, oral and written language, and provide support for students with dyslexia per the California Dyslexia Guidelines. At a minimum, the Intern District-Employed Mentor provides their Intern an average of five hours of support and guidance per week.

- Support and supervision are shared responsibilities between the Local Education Agency and the Program. Pursuant to California Code of Regulations §80033, participating institutions in partnership with employing Local Education Agencies shall provide 144 hours of support and supervision annually and 45 hours of support and supervision specific to teaching English learners. These hours are completed through a combination of support and supervision with the Intern District-Employed Mentor and the field supervisor.
- California Teaching Performance Assessment (CalTPA) support is provided by Reach University and is supplemented by employer support. Passing the CalTPA is required in order for a candidate to be recommended for a Preliminary Teaching Credential.
- Coursework: Key elements are aligned with California TPEs and Reach University’s PLOs. The Program’s coursework provides multiple opportunities for candidates to learn, apply, and reflect on each Teaching Performance Expectation (TPE). As candidates progress through the Program, pedagogical assignments are increasingly complex and challenging. The scope of the pedagogical assignments (a) addresses the TPEs as they apply to the subjects to be authorized by the credential, and (b) prepares the candidate for the teaching performance assessment (TPA) and other program-based assessments. Reach University will provide all CCTC-required coursework aligned with the California Teaching Performance Expectations (TPEs) for the Intern Program, ensure Intern candidates are prepared to teach and assess literacy skills (foundational, written, and oral), and work with students needing intervention when available.
- Master of Arts in Teaching candidates in the two-year Intern Program pathway take two additional elective courses to obtain a master's degree.

A.2 Roles & Responsibilities

This section defines the commitments of the Local Education Agency, Reach University, and Alternatives in Action to support successful implementation of the Teacher Intern Program.

A.2.1 Program Access & Support

Local Education Agency Responsibilities

- Identify a Local Education Agency Employment Verification Contact responsible for verifying candidate employment each term and liaising with Alternatives in Action and Reach University.
- Assign a Primary School Site Contact to meet regularly with Reach University and Alternatives in Action staff to address candidate needs and stay current on program processes and materials.

- Assign a School Site Leader who has mentors and/or candidates on staff, and who should be informed about program processes and materials, and stay current with changing program requirements, including program alignment to the Literacy Standards and Teaching Performance Expectations (TPEs) in the Intern Program.
- **Inform employees/Intern candidates of the TWO CCTC requirements to earn an Intern Credential:**
 - **Preservice completion:** A preparation course (135 hours) in the term *before* the starting semester. Preservice must be passed to be eligible for an Intern Credential as well as to continue in the Intern Program (e.g., for a Fall enrollee, the Preservice course is offered in the summer term). Preservice covers general pedagogy, including classroom management and planning, subject-specific pedagogy, and specific content regarding the teaching of English Learners pursuant to the California Code of Regulations.
 - **Subject Matter Competence Requirement (SMCR)** completion through CSETs and/or collegiate courses (including a combination of the two).
- Ensure and verify that all Intern candidates are placed in classrooms designed to provide the most comprehensive clinical practice experiences possible, particularly in literacy instruction for all students. Placements must provide:
 - Opportunities to work with other education professionals and veteran practitioners serving students at risk for or with dyslexia or literacy-related disabilities.
 - Sites where candidates can practice screening and diagnostic techniques, implement early intervention strategies, and develop oral and written literacy skills aligned with state Literacy Standards.
 - Ample opportunities to practice a strong literature, language, and comprehension component with a balance of oral and written literacy skills and the additional cross-cutting themes in literacy, especially in the literacy areas of making meaning, language development, and effective expression.
- Ensure any Intern candidate assigned to a Transitional Kindergarten (TK) classroom meets at least one of the following criteria:
 - Possesses 24 units in early childhood education/child development.
 - Holds professional experience equivalent to 24 units.
 - Holds a child development teacher permit issued by the CTC.
- Permit video capture for field supervision, coursework, and state performance tasks (e.g., CalTPA) and maintain a recording policy to accommodate credentialing requirements.

Reach University and Alternatives in Action Responsibilities

- Provide academic programming and support aligned with the Master of Arts in Teaching degree.
- Establish effective communication with the Primary Employer Partnership Contact to promote this Agreement.
- Provide orientation, professional development, and ongoing support for field supervisors, coaches, and mentors.
- Communicate with Alternatives in Action as needed to verify that Intern candidates have completed all program and credential requirements.

A.2.2 Candidate Supervision & Evaluation

Shared Responsibilities

- Collaboratively supervise candidates through a team consisting of the Intern District–Employed Mentor, School Site Leader, Alternatives in Action supervisor, and Reach University faculty.
- Ensure all program supervision meets the CCTC–required 144 hours annually, including 45 hours specific to teaching English learners, provided through a combination of district–employed mentoring and Reach University field supervision.
- Conduct formal observations that include feedback, formative/summative assessment analysis, and candidate performance data review.

A.2.3 Program & Data Collaboration

Shared Responsibilities

- Establish a Partnership Advisory Committee with superintendents/designees from partnering Local Education Agencies, Reach University’s Program Director, and Alternatives in Action representatives.
- Convene the committee regularly to provide leadership, gather feedback, and support continuous program improvement.

A.3 Execution of Addendum

This Addendum supplements the Base Agreement and Graduate Programs Addendum, and does not modify any other terms unless expressly stated herein. All indemnification, confidentiality, and liability provisions of the Base Agreement apply equally to this Addendum.

The undersigned confirms having read and understood the policies stated above and affirms possessing the authority to execute this document on behalf of the Local Education Agency and engage in the activities outlined herein.

Reach University

Authorized Representative	
Title	
Signature	
Date	

Local Education Agency

Local Education Agency	Sample MOU
Authorized Approver	Sample MOU
Signature	
Date	

Alternatives in Action

Authorized Representative	Sample
Title	
Signature	
Date	

Reach University Employer Partnership Memorandum Of Understanding

Addendum: Teacher Induction Program

This Addendum supplements the Reach University Employer Partnership Memorandum of Understanding and the Graduate Programs Addendum (“Base Agreement”) between Reach University and the Local Education Agency, and also incorporates the role of Alternatives in Action (“Alternatives in Action”), the current California Commission on Teacher Credentialing (“CCTC”) accredited recommending agency.

This Addendum outlines additional terms, responsibilities (among Reach University, Alternatives in Action, and the Local Education Agency), and program details specific to the Teacher Induction Program, operated through Alternatives in Action. Alternatives in Action serves as the lead sponsor and CCTC-accredited recommending agency for all credential recommendations. Reach University provides administrative support where applicable, but does not independently offer or recommend candidates for the Teacher Induction Program. All provisions of the Base Agreement and Graduate Programs Addendum remain in full force and effect unless expressly modified by this Addendum.

A.1 Program Overview

The program description herein reflects Reach University’s program as of the effective date of this Addendum. For the most up-to-date version, please see reach.edu and info.reach.edu.

The Teacher Induction Program is a two-year job-embedded individualized induction program focused on assisting new teachers in transitioning into the profession and obtaining their California Clear Credential through Alternatives in Action.

Induction candidates are teachers who have attained their Preliminary Teaching Credential and are seeking to attain their Clear Teaching Credential. Teacher Induction Program provides job-embedded support and professional learning for induction candidates to obtain a Clear California Single-Subject or Multiple-Subject credential or Education Specialist Credential. The Teacher Induction Program supports candidate development and growth in the teaching profession by building on the knowledge and skills they have gained during their preliminary preparation program through a robust mentoring system. Mentoring support includes both “just in time” and long-term analysis of their teaching practice to support candidates in developing enduring professional skills through cycles of inquiry. The Teacher Induction Program serves to strengthen teachers' professional practice and contribute to their retention in the profession. Reach University will provide the California Standards for the Teaching Profession (CSTPs) for the Induction candidates.

Credential Earned: California Clear Teaching or Education Specialist Credential.

Program Duration: Two years. Transferred credits are not accepted.

Program Eligibility: To be recommended for a Clear Credential, candidates must: (a) meet with a TIP Mentor for a minimum of 30 hours per year and provide documentation, (b) complete an Individualized Learning Plan (ILP), including a CSTP co-assessment (between the candidate and TIP Mentor) and a triad meeting (a candidate, their TIP Mentor, and the School Site Leader) within the first 60 days of enrollment, (c) successfully complete Cycles of Inquiry in collaboration with a

TIP Mentor, and (d) satisfy all renewal requirements placed on their California Preliminary Teaching or Education Specialist Credential by the CCTC.

Key Program Components – Mentorship and Fieldwork:

The Teacher Induction Program requires each candidate to be assigned a qualified mentor who provides guidance and expectations for the mentoring experience. All TIP Mentors for Induction candidates are hired and managed by Reach University. They will have their employment verified during the enrollment process and must meet all TIP Mentor requirements established by the CCTC. Qualifications for mentors will include, but are not limited to:

- Knowledge of the context and the content area of the candidate’s teaching assignment
- Demonstrated commitment to professional learning and collaboration
- A Clear California Teaching Credential
- Meet candidates’ needs for support
- Have a minimum of 3 years of effective teaching experience

TIP Mentors are expected to support candidates in the Program to the best of their abilities through various means, including but not limited to:

- Provide "just in time" support for candidates, in accordance with their ILP, in addition to providing support for the candidates in their cycles of inquiry
- Support candidate progress towards mastery of the California Standards for the Teaching Profession
- Facilitate candidate growth and development through modeling, guiding reflection on practice, and feedback on classroom instruction
- Connect candidates with available resources to support their professional growth and accomplishment of the ILP
- Periodically review the ILP with candidates and make adjustments as needed

The Program will provide ongoing training and support for TIP Mentors that includes, but is not limited to:

- Coaching and mentoring
- Goal setting
- Use of appropriate mentoring instruments
- Best practices in adult learning
- Support for individual mentoring challenges, reflection on mentoring practices, and opportunities to engage with mentoring peers in professional learning networks
- Processes designed to support candidates’ growth and effectiveness

Fieldwork Provisions and Guidelines: For candidates in the Teacher Induction Program, teaching assignments must include at least **one** class in the teacher’s designated credential area (i.e., a single-subject science credentialed teacher must teach at least one science class). Candidates must be allowed to work with a group of students on an ongoing basis, including opportunities to plan, execute instruction, and analyze the resultant data representing student learning.

→ Please note that the completion of mentor hours is a CCTC requirement with a minimum of 30 hours per year of the two-year program.

A.2 Roles & Responsibilities

This section defines the commitments of the Local Education Agency, Reach University, and Alternatives in Action to support successful implementation of the Teacher Induction Program.

Alternatives in Action Responsibilities

Alternatives in Action, as the California Commission on Teacher Credentialing (CCTC)–approved Induction program sponsor and credential recommending body, agrees to:

- Maintain CCTC accreditation in good standing and ensure the Teacher Induction Program remains compliant with all applicable standards, guidelines, and reporting requirements.
- Recommend eligible candidates for the California Clear Credential upon successful completion of all Teacher Induction Program requirements.
- Ensure the overall design, implementation, and continuous improvement of the Teacher Induction Program, including oversight of curriculum, mentoring systems, and candidate assessment practices.
- Monitor and verify each candidate’s completion of program requirements, including documented mentor hours, Individualized Learning Plan (ILP) components, and cycles of inquiry.
- Ensure that all data collection and reporting to the CCTC reflects accurate records of candidate participation, progress, and program completion.
- Provide guidance and technical assistance to Reach University staff and Local Education Agencies regarding credentialing requirements and program compliance.
- Maintain secure records for all Teacher Induction Program candidates and ensure confidentiality in accordance with state and federal regulations.
- Respond to CCTC audits, inquiries, or data requests as required, and communicate relevant findings or updates to Reach University and the Local Education Agency as needed.

A.3 Execution of Addendum

This Addendum supplements the Base Agreement and Graduate Programs Addendum and does not modify any other terms unless expressly stated herein. All indemnification, confidentiality, and liability provisions of the Base Agreement apply equally to this Addendum.

The undersigned confirms having read and understood the policies stated above and affirms possessing the authority to execute this document on behalf of the Local Education Agency and engage in the activities outlined herein.

Reach University

Authorized Representative	
Title	
Signature	
Date	

Local Education Agency

Local Education Agency	
Authorized Approver	Sample MOU
Signature	
Date	

Alternatives in Action

Authorized Representative	Sample
Title	
Signature	
Date	

Reach University Employer Partnership Memorandum Of Understanding

Addendum: Tuition & Billing

This Addendum supplements the Reach University Employer Partnership Memorandum of Understanding (“Base Agreement”) between Reach University and the Local Education Agency, and shall be effective as of the date of the last signature on this Addendum. This Addendum outlines additional terms and responsibilities regarding tuition contributions and billing for Reach University candidates. All provisions of the Base Agreement remain in full force and effect unless expressly modified herein.

A.1 Local Education Agency Responsibilities

- Notify Reach University at least 30 days prior to the start of each academic term if the Local Education Agency intends to cover full or partial tuition for any candidates.
- Confirm the list of candidates for whom the Local Education Agency will be invoiced, including verification of employment and employer recommendation to ensure billing accuracy.
- Provide accurate billing contact information to Reach University and promptly communicate any updates.
- Process invoices in a timely manner according to the agreed-upon tuition support arrangement.
- All candidates enrolled in Reach University programs are responsible for tuition and associated fees. Payment of tuition is the candidate’s primary responsibility unless the Local Education Agency chooses to provide support.

A.2 Tuition Support Confirmation

The Local Education Agency shall confirm the following details regarding tuition contribution:

Is the Local Education Agency contributing to tuition for any candidates?	<input type="checkbox"/> Yes, our organization will contribute toward tuition. <input type="checkbox"/> No, our organization will not contribute toward tuition at this time.
If you selected "yes," please complete the following section.	

Program (check all that apply)	<input type="checkbox"/> Bachelor Of Arts In Liberal Studies (BLS) Degree Program <input type="checkbox"/> Bachelor of Arts in Global Education (Educator Preparation Program Pathway for Arkansas and Louisiana) <i>Graduate Programs only offered in California:</i> <input type="checkbox"/> Intern Teacher Credential / Master of Arts in Teaching (M.A.T.) Program <input type="checkbox"/> Teacher Induction Program
Tuition Support Level	<input type="checkbox"/> Entire net candidate contribution <input type="checkbox"/> Other: _____
Accounts Payable Contact Name	Contact Name
Accounts Payable Contact Title	Contact Title

A.3 Billing Terms

- All candidates enrolled in Reach University programs are responsible for tuition and associated fees. Payment of tuition is the candidate’s primary responsibility unless the Local Education Agency chooses to provide support.
- If the Local Education Agency agrees to pay Reach University for tuition and fees associated with candidates enrolled in Reach University programs, Reach University will invoice the Local Education Agency once per academic term, typically in September and February.
- **Payment Terms:** The Local Education Agency shall remit full payment within thirty (30) calendar days of the invoice date, unless otherwise agreed to in writing. Payments shall be made via electronic funds transfer or another approved method as specified on the invoice.
- **Nonpayment Clause:** Reach University reserves the right to suspend candidate participation in Reach University programs for Local Education Agencies’ failure to meet their financial obligations.

A.4 Execution of Addendum

This Addendum supplements the Base Agreement and does not modify any other terms unless expressly stated herein. All indemnification, confidentiality, and liability provisions of the Base Agreement apply equally to this Addendum.

The undersigned confirms having read and understood the policies stated above and affirms possessing the authority to execute this document on behalf of the Local Education Agency and engage in the activities outlined herein.

Reach University

Authorized Representative	
Title	
Signature	
Date	

Local Education Agency

Local Education Agency	
Authorized Approver	Sample MOU
Signature	
Date	

Coversheet

Approval of Keyn Solutions Information Technology Management Service Provider Agreement (Extension)

Section: IX. Business/Financial Services
Item: A. Approval of Keyn Solutions Information Technology Management Service Provider Agreement (Extension)
Purpose: Vote
Submitted by: Gigi Lenz
Related Material: Keyn Solutions Information Technology Management Service Provider Agreement (Extension) - 2026.04.02.pdf

BACKGROUND:

Motivated Youth Academy (MYA) utilizes a managed service provider to support its technology infrastructure, cybersecurity, device management, and technical support needs for staff and students. Keyn Solutions currently provides these IT management services under the existing 2025–2026 agreement.

Under this extension, Keyn Solutions will continue providing core IT services including helpdesk support, remote monitoring and management, device configuration, Google Admin administration, mobile device management, and staff onboarding and offboarding. The agreement also includes support for MYA's VoIP system and key cloud applications used by the organization.

The cost structure remains based on the number of active users, including staff, students, and devices, and is evaluated on a monthly basis with adjustments made accordingly.

Presented for approval is an extension of the current agreement through June 30, 2026, to align the contract term with the school's fiscal year. All other terms and conditions of the existing agreement, including the ability for either party to terminate with sixty (60) days' written notice, remain unchanged.

RECOMMENDATION:

It is recommended the Board approve the Keyn Solutions Information Technology Management Service Provider Agreement extension for Motivated Youth Academy (#1628).

Fiscal Impact: estimated \$17,584.32 (before true-ups)



IT Support Contract (Revised)

Renewal for 2025/2026

Prepared for:

William Dobson
Motivated Youth Academy

Created by:

John Algallar Keyn Group, LLC

Introduction

The IT challenge for small to medium schools/non-profit organizations (NPO) is cost-effectively meeting broad, industry-specific IT needs. With the options of hiring IT staff or bringing in an IT managed service provider (MSP), hiring may seem like the natural choice. But there are risks around skill gaps, providing timely resolutions, and high labor costs. Working with an IT MSP may be the right choice, but you must balance cost, provided services, and quality of service. KEYN Solutions' (Keyn) remote IT services reduce costs and provides a broad array of IT services that meet the needs of many industries.

Services to be Performed by Keyn Group, LLC

Under the terms of this contract between Keyn Group, LLC, hereinafter referred to as "Keyn Solutions" and Motivated Youth Academy, hereinafter referred to as "CUSTOMER," Keyn Solutions will provide the following

Core IT support maintenance and/or services:

- IT Reviews and Consultations
- IT Helpdesk Support
- Remote Monitoring and Management
- Email Management and Web Filtering
- IT Procurement & Asset Management
- Manage Google Admin Console
- Configure and provision staff and student IT devices
- Staff Onboarding & Offboarding
- Security Controls & Compliance
- 2 Hours of On-site Support*

VoIP Support

- Onboarding/Offboarding
- Phone # and Extensions Configurations
- Troubleshooting

Cloud Application Support

- Onboarding/Offboarding
- Configuration Adjustments
- Troubleshooting
- The following cloud applications are included:
 - Google Workplace Suite
 - Kintone

- GoGuardian
- Clever
- Zoom
- Adobe Pro
- Microsoft 365
- PandaDoc
- PirateShip

Managed Cybersecurity Suite

- Cybersecurity Training and Phishing Simulation
- Password Manager
- Endpoint Detection & Response (Antivirus)

Add-on Services Available Upon Request

- Additional On-site Support: \$125/hour + Travel & Lodging
- Weekend Support: \$500/day
- Additional Cloud Application Support: Dependent on level of support required.
- Computer Repairs: Cost is on a per repair basis
- Strategic Projects: Cost is on a per project basis.

To cover the broad array of IT services, Keyn Solutions may recommend services with other IT services providers and technical experts to provide high-quality support of all your IT needs. For strategic projects, Keyn may contract with other service providers to fulfill the request.

*MYA to reimburse for travel & lodging as agreed upon.

Pricing

The following table depicts the base monthly pricing for each service to be performed by Keyn Solutions and the quantity of staff, students, and devices that will be active by the start of this contract. The pricing and base quantities have been agreed upon by both Keyn Solutions and Motivated Youth Academy prior to the signing of this contract.

Service Name	Price	Base QTY	Subtotal
Core IT Support - Staff Active Staff - Teachers & Administrators	\$25.00	35	\$875.00
Core IT Support - Students Enrolled Students	\$15.00	250	\$3,750
Core IT Support - Additional Devices Devices used for administrative purposes or shared by multiple users.	\$10.00	10	\$100.00
VOIP Support	\$75.00	1	\$75.00
Cloud Application Support	\$350	1	\$350
Cybersecurity Suite	\$13.50	35	\$472.50

Total **\$5,622.50**

*Any approved travel & lodging costs incurred by Keyn Solutions will be reimbursed by MYA.

Software Reimbursement	Price	QTY	Subtotal
Adobe Pro	\$23.99	6	\$143.94
PandaDoc**	\$19.00	5	\$95.00

Total **\$238.94**

**PandaDoc is billed annually

Keyn Solutions will conduct a monthly "true-up" and will adjust the quantities of active students, staff, and additional devices as approved by Motivated Youth Academy. The approved quantities will be reflected on the next billing period. The pricing table above is the base monthly cost and does not include the procurement of additional hardware and/or third-party software licenses/subscriptions.

In addition to the compensation paid to Keyn solutions according to the pricing table above the CUSTOMER shall pay directly or reimburse Keyn Solutions for all of the expenses paid or incurred by Keyn Solutions (to the extent not reimbursable by another party) in connection with the services it provides to the CUSTOMER pursuant to this contract, including, but not limited to: third-party software licenses/subscriptions, computers, hotspots, shipping materials, expedited shipping.

Payment Terms

Motivated Youth Academy will pay Keyn Solutions the total agreed upon amount as stated on the invoice for maintenance and services that will be provided under this contract within fifteen (15) days of receiving the invoice. Default billing cycle will be monthly; however, Motivated Youth Academy may elect to be billed on a quarterly cycle. Payment can be provided by check, ACH or credit card (additional fee for ACH or credit card payments).

Terms of Termination

The terms for this contract shall be in effect April 1, 2025 and remain in effect through June 30, 2026. Either party will have the right to terminate the contract by giving written notice to the other party at least 60 days prior to termination of contract. Should either the CUSTOMER or Keyn Solutions elect to terminate this contract, Keyn Solutions has thirty (30) days to relinquish any applicable passwords, server controls, technology, and/or reasonable information or services necessary for the CUSTOMER'S operations. Under these conditions, Keyn Solutions reserves the right to collect payment for services provided and will allow CUSTOMER fifteen (15) days to remit payment in the amount disclosed on final invoice that will be provided to CUSTOMER by Keyn Solutions within fifteen (15) days of contract termination.

Agreement

By signing below, both Keyn Solutions and Motivated Youth Academy acknowledge that everything in this contract is true and agree to be bound to the terms listed above.

Keyn Group, LLC

Motivated Youth Academy

John Algallar

William Dobson

Coversheet

Approval of the California Charter Schools Association (CCSA) Membership (Renewal)

Section: X. Education/Student Services
Item: A. Approval of the California Charter Schools Association (CCSA)
Membership (Renewal)
Purpose: Vote
Submitted by: Bill Dobson
Related Material: CCSA Membership Agreement 2026-2028 (Renewal).pdf

BACKGROUND:

Approval of continued membership with the California Charter Schools Association (CCSA) is recommended to ensure the school maintains access to critical advocacy, guidance, and support services. CCSA provides essential resources, including local and statewide advocacy, renewal and authorizer support, legal and regulatory expertise, and access to the Legal Defense Fund. These services are especially important as charter schools navigate evolving political and regulatory environments.

The proposed increase in membership cost reflects CCSA's transition to a tiered membership model, which aligns dues with the level of services provided. This represents an increase of approximately 50% over the previous contract. Additionally, securing the most favorable rate requires a two-year commitment.

The recommended Standard Membership tier preserves full access to comprehensive services, including on-the-ground advocacy, strategic guidance, and regional and statewide support. This model emphasizes the importance of coordinated local and statewide efforts to protect and strengthen charter schools.

Maintaining this level of membership ensures the school remains well-positioned to respond to local challenges, engage effectively with authorizers, and benefit from a unified statewide strategy.

RECOMMENDATION:

It is recommended the Board approve the California Charter Schools Association (CCSA) Membership (Renewal) renewal for Motivated Youth Academy (#1628).

Fiscal Impact: \$15,998.50



MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") is entered into by and between **Motivated Youth Academy** ("Member") and **California Charter Schools Association** ("CCSA") and is effective as of the date of last signature below (the "Effective Date").

1. **Membership Options.** Subject to the terms and conditions of this Agreement, CCSA offers the following membership levels (each, a "Membership Level"): (a) Standard Membership and (b) Basic Membership. Member's election of Membership Level shall be set forth in **Exhibit A**, which is incorporated herein by reference, and shall remain in effect for the applicable Term, unless otherwise adjusted in accordance with this Agreement. The specific benefits available as set forth [here](#) are incorporated into this Agreement by reference.
2. **Term.** The term of a Standard Membership shall be two (2) years and the term of a Basic Membership shall be one (1) or two (2) years, as selected in **Exhibit A**, each measured in consecutive membership years beginning July 1 and ending June 30 (each, a "Membership Year"), unless earlier terminated. Upon expiration of the initial term or any renewal term, this Agreement shall automatically renew for a successive term of the same length (one (1) year or two (2) years, as applicable), on the same terms and conditions, unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
3. **Pricing.** Member shall pay membership fees based on its elected Membership Level and applicable student enrollment, as follows:
 - (a) **Standard Membership Fees.** For the 2026–27 Membership Year, the fee shall be Twenty-Four Dollars (\$24.00) per student and the fee shall increase automatically each Membership Year, as set forth [here](#).
 - (b) **Basic Membership Fees.** For the 2026–27 Membership Year, the fee shall be Sixteen Dollars and Fifty Cents (\$16.50) per student and the fee shall increase automatically each Membership Year, as set forth [here](#).

3.1 Student Enrollment Determination. Annual membership fees shall be calculated based on the student enrollment data reported by Member in the California Basic Educational Data System ("CBEDS") for the academic year immediately preceding the Membership Year. Any invoice for a fully prepaid two-year term shall be calculated using CBEDS student enrollment data from the academic year immediately preceding the first Membership Year, regardless of enrollment fluctuations during the term. In the event CBEDS is not available, membership fees will be calculated based on Member's self-reported enrollment numbers.



4. Pricing Discounts

4.1 **Standard Membership Discounts.** Subject to timely payment and compliance with this Agreement, the following discounts apply to Standard Membership fees:

(a) **Prepayment Discount.** A discount of One Dollar (\$1.00) per student shall apply to the second year of the Term if the two-year membership fee is paid no later than September 30 of the first Membership Year.

(b) **High Enrollment Discount.** Membership fees for the first ten thousand (10,000) students shall be billed at the Standard Membership rate. Any students in excess of 10,000 shall be billed at the Basic Membership rate.

4.2 **Basic Membership Discounts.** Subject to timely payment and compliance with this Agreement, the following discounts apply to Basic Membership fees:

(a) **Two-Year Commitment Discount.** A discount of Fifty Cents (\$0.50) per student shall apply to the second Membership Year of a two-year Basic Membership Term.

(b) **Prepayment Discount.** A discount of One Dollar (\$1.00) per student shall apply to the second year of the Term if the two-year membership fee is paid no later than September 30 of the first Membership Year.

5. Payment Terms. Member may pay the membership fee in full on an annual basis or prepay the two-year membership fee, in either case, payment is due no later than September 30. Full payment or prepayment entitles Member to the applicable discount, if any, as described in Section 4. Alternatively, Member may choose an annual installment plan with fifty percent (50%) of the annual membership fee due by September 30 and the remaining fifty percent (50%) due by December 15. Member's choice applies for the applicable Term.

6. Membership Policies

6.1 **Network-Wide Participation.** If any school operated by a Charter Management Organization ("CMO") or network elects to become a Member, all schools operated by such CMO or network shall be required to participate as Members under this Agreement.

6.2 **Geographic Consistency of Membership Level.** All schools operated by a CMO or network that are physically located within the same CCSA-designated geographic region shall participate at the same Membership Level. The schools located within each applicable geographic region shall be identified in **Exhibit A**.

6.3 **Notice of School Changes.** Member shall notify CCSA in writing within thirty (30) days of the opening or closure of any school within its CMO or network.



6.4 School Closures; No Refunds. If a CMO or network school closes, the school shall be removed from the Member's account; however, membership fees for the then-current Membership Year shall remain due and payable, and no refund, credit, or proration shall be issued for any membership fees already paid. The closed school shall be excluded from the calculation of membership fees for any subsequent Membership Year following the closure. Any amount previously paid by the Member is non-refundable and no refund, credit, or proration shall be issued for the closed school. If the Member operates only one school and that school closes, membership fees for the then-current Membership Year shall remain due and payable, and no refund, credit, or proration shall be issued; however, the contract shall be terminated at the end of the Membership Year.

6.5 School Openings. If a CMO or network school opens during the Term, such school shall be added to the Member's account. Membership will be complimentary for the school's first year of operation. Membership fees will be billed for the school's second year of operation and such fees will not be eligible for the Prepayment Discount or the Two-Year Commitment Discount.

6.6 Participation Threshold Adjustment. If a participation threshold required for CCSA to deliver Standard Membership benefits in a particular region is not met, any Member electing Standard Membership shall be recategorized to Basic Membership for the same Term and membership fees shall be lowered accordingly.

6.7 Communications and Member Portal Access. By executing this Agreement, Member consents to receive communications from CCSA via email, including notices, updates, and information regarding membership benefits. Any individuals affiliated with Member's school or corporate entity who are granted access to the Member Portal and related digital resources, whether listed in **Exhibit B** or already associated with Member accounts or added through future registrations or invitations, including invitations to the Member Portal and the CCSA mailing list, shall be permitted such access. Member acknowledges and agrees that such access is a condition of membership, and that CCSA may communicate relevant membership information through these channels.

6.8 Membership Suspension. CCSA may immediately suspend Member's access to some or all membership benefits, without liability, if Member has executed this Agreement and fails to make any required payment by the applicable September 30 or December 15 deadline, or is otherwise in material breach of this Agreement.

6.9 Membership Rescission. CCSA may, upon written notice to Member, suspend or terminate Member's membership if Member's conduct or activities are no longer consistent with CCSA's mission, values, or standards, or for other good-faith reasons determined by CCSA.



7. Standard Contract Terms

7.1 Independent Contractor Relationship. The parties are independent contractors, and nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, or employment relationship between them.

7.2 Dispute Resolution Any dispute arising out of or relating to this Agreement or the Membership shall be resolved exclusively by binding, individual arbitration in California before a single arbitrator under the rules of the American Arbitration Association or an administrator selected by CCSA, with class, collective, representative, and private attorney general actions waived, damages limited to the total annual membership fees paid or payable for the applicable year, punitive and consequential damages waived, and each party bearing its own attorneys' fees and costs except as required by law.

7.3 Entire Agreement. This Agreement, including **Exhibits A and B**, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings. Any amendment must be in writing and signed by both parties, except that CCSA may update administrative policies, procedures, and membership benefits.

7.4 Notices. Any notice required or permitted under this Agreement may be provided by email to the most recent contact information provided by Member in **Exhibit B** and shall be deemed effective upon transmission, regardless of receipt. Notices to CCSA shall be sent to membercontracts@ccsa.org.

7.5 Force Majeure. CCSA shall not be liable for any failure or delay in performance under this Agreement due to events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, public health emergencies, or failures of utilities or communications systems.

7.6 Survival. The provisions of this Agreement which by their nature should survive termination or expiration of this Agreement shall survive, including without limitation provisions relating to payment obligations, no-refund terms, dispute resolution, arbitration, class action waiver, limitation of remedies, governing law, and miscellaneous provisions.

7.7 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.


7.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-laws principles.

8. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CCSA:
Name: Sara deLeeuw
Title: Chief Financial Officer
Date:

CCSA:  _____
Name: Julie Umansky
Title: Chief Legal Officer & General Counsel
Date: 3/2/2026

Member:
Name:
Title:
Date:



EXHIBIT A – MEMBERSHIP SELECTION

Section 1 – CCSA Designated Geography and Membership Level Selection

All schools within the same CCSA-designated geographic region shall participate at the same Membership Level and all schools shall participate as Members for the same Term in accordance with the Agreement.

Member elects the following Membership Level for each region and term for Basic Membership, if applicable:

CCSA-Designated Geographic Region: San Diego and Imperial Counties

School Member Id	School name	County
A-10779	Motivated Youth Academy	San Diego

Membership Level for San Diego and Imperial Counties

Term (Basic Membership only)

*If you selected Basic Membership only, please select a Term below. If you selected Standard Membership in any region, you should **not** select a Term as any selection other than two (2) years will not apply, per the terms of this agreement.*

Standard Membership shall have a two (2) year Term, as set forth in the Agreement.

If Member elects Basic Membership and does not select a Term, the Term shall automatically be deemed two (2) years.

Member represents and warrants that the schools listed above accurately reflect all schools operated by Member within each identified CCSA-designated geographic region as of the Effective Date of the Agreement. Member agrees to notify CCSA in writing of any changes, additions, or closures of schools in accordance with the Agreement.



EXHIBIT B – MEMBER PORTAL ACCESS

Section 1 – Authorized Individuals

Title	First Name	Last Name	Email
Primary Contact (Required)			
Billing Contact (Required)			

Member shall list below additional individuals affiliated with Member’s school or corporate entity who are authorized to access the Member Portal and related digital resources.

Title	First Name	Last Name	Email
Board Chair/President (Required)			
Board Secretary (Required)			
Additional Board Member			
Additional Board Member			
Additional Board Member			
Additional Board Member			
Additional Board Member			
Additional Board Member			

Member may also include additional individuals for registration at its discretion:

Additional Individual 1	
<u>First Name</u>	<u>Last Name</u>



California
Charter Schools
Association

<u>Email</u>	<u>Title</u>
<u>Role</u>	

Additional Individual 2	
<u>First Name</u>	<u>Last Name</u>
<u>Email</u>	<u>Title</u>
<u>Role</u>	

Additional Individual 3	
<u>First Name</u>	<u>Last Name</u>
<u>Email</u>	<u>Title</u>
<u>Role</u>	

Additional Individual 4	
<u>First Name</u>	<u>Last Name</u>
<u>Email</u>	<u>Title</u>
<u>Role</u>	

Additional Individual 5



California
Charter Schools
Association

<u>First Name</u>	<u>Last Name</u>
<u>Email</u>	<u>Title</u>
<u>Role</u>	

Additional Individual 6	
<u>First Name</u>	<u>Last Name</u>
<u>Email</u>	<u>Title</u>
<u>Role</u>	

Additional Individual 7	
<u>First Name</u>	<u>Last Name</u>
<u>Email</u>	<u>Title</u>
<u>Role</u>	

Acknowledgment; Terms and Privacy.

This Agreement incorporates by reference CCSA’s Terms & Conditions and Privacy Policy, as updated from time to time. Member acknowledges that individuals designated or provided by Member, whether listed in this Exhibit or added in the future, may be registered in the Member Portal and included in CCSA’s email communications for membership administration. Member represents and warrants that it has obtained, or will obtain prior to submission, all legally required notices and consents from such individuals. Member further acknowledges that portal access and receipt of membership-related communications are conditions of membership.

Coversheet

Approval of 2026-2027 Strategic Staffing Plan

Section: XI. Personnel Services
Item: A. Approval of 2026-2027 Strategic Staffing Plan
Purpose: Vote
Submitted by: Gigi Lenz

Related Material:

Strategic Staffing Plan 2026-27.pdf
Certificated Salary Schedule (Revised) 04.09.2026 .pdf
Learning Facilitator (Redlined) Mar 2026.pdf
Learning Facilitator (Clean) Mar 2026.pdf
2026-2027 MYA Work Year Calendars - 11 Month Certificated (Revised) 2026.3.12.pdf
2026-2027 MYA Work Year Calendars - 220 day Certificated (Revised) 2026.3.12.pdf
2026-2027 MYA Work Year Calendars - 11 Month Classified (Revised) 2026.3.12.pdf
2026-2027 MYA Work Year Calendars - 220 day Classified (Revised) 2026.3.12.pdf
2026-2027 MYA Work Year Calendars - 12 Month (Revised) 2026.3.12.pdf

BACKGROUND:

The 2026–2027 Strategic Staffing Plan is designed as a framework to support student learning, potential school growth, and organizational stability. The plan reflects Board approved adjustments to the certificated salary schedule from the March 11, 2026 meeting.

The plan includes current and potential future positions, refined job descriptions, vacant positions, new positions, and updated work calendars. It is intended to guide the school in responding efficiently and in alignment with its mission and vision to meet the evolving needs of students, staff, and the community in real time. Employee benefits remain unchanged.

The fiscal impact represents a projected maximum cost rather than a fixed or immediate obligation. Actual expenditures are expected to be lower and will be incurred gradually based on staffing needs, employee benefit elections, student enrollment, and available funding.

This approach ensures the organization remains both strategically positioned and fiscally responsible.

RECOMMENDATION:

It is recommended that the Board approve the 2026–2027 Strategic Staffing Plan for Motivated Youth Academy (#1628).

Fiscal Impact: \$5,271,692.00 (projected maximum cost if fully implemented).



STRATEGIC STAFFING PLAN

2026-2027

At a Glance



Certificated Salary Schedule (revised)

- Adjusted the certificated salary schedule so that all salary steps meet the minimum FLSA requirement for exempt positions.

Benefits (no changes)

- No contribution changes proposed. Full plan review recommended.

Job Descriptions (reviewed)

- Learning Facilitator JD only; all others remain unchanged.

Work Calendars (updated)

- Simplified 240 days to a 12-month calendar, and added blackout days

2026–2027 Strategic Staffing Plan



Classifications

Job descriptions – active, reactivated, and revised



- Administrative Assistant
- Administrative Services Technician
- Admissions Coordinator
- Assistant Director
- Community Program Specialist
- Content Area Learning Specialist
- Director
- Education Specialist
- EL Testing Assistant
- Executive Assistant to the CEO(*)
- Lead Learning Facilitator (*)
- Learning Facilitator (revised)**
- Learning Facilitator on Special Assignment(*)
- Learning Support Assistant
- Learning Support Assistant – Content Area
- Learning Support Assistant – Special Ed
- Learning Support Assistant – Bilingual
- Learning Support Specialist
- Marketing Assistant
- Office Assistant - Student Services
- Operations and Program Manager
- Registrar and Data Specialist (*)
- School Admissions Liaison (*)
- School Counselor
- School Psychologist/Program Manager
- Student Success Coordinator
- Technology Support Assistant



Compensation



Salary Schedules

- **Certificated (Revised effective SY 2026–27)**
- Classified
- Classified Management
- Administrative

Stipends

- Education Stipend
- Professional Development Reimbursement
- Professional Development Compensation
- Mentorship per teacher supported

2026–2027 Strategic Staffing Plan



Employee Benefits



Retirement

- Retirement plans – CalSTRS, 403(b) and 457(b)
- Up to 5% match (based on employee contribution)
- Guaranteed 5% contribution (no employee contribution required)
- STRS employer contribution: 19.1%

Health Benefits

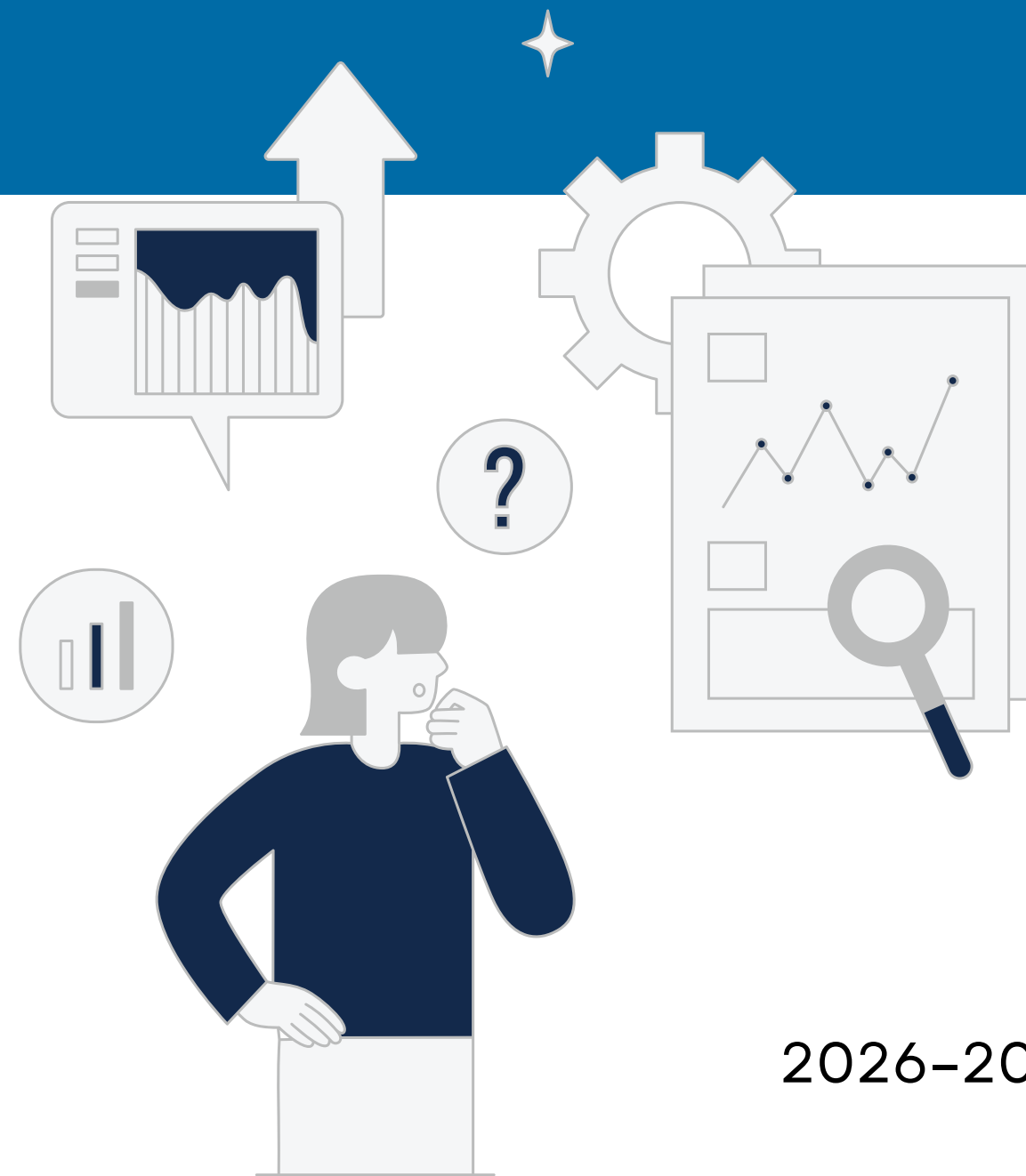
- Medical, Dental, Vision, and Life Insurance plans administered by VEBA
- Tier II (75%–100% FTE): \$20,000/annually
- Tier I (50%–74% FTE): \$8,800/annually
- Flexible Spending Account (FSA) option for healthcare and dependent care

Summary



Certificated Salaries	\$2,660,607
Classified Salaries	\$1,140,856
Benefits	\$1,195,539
Stipends	\$49,100
New Positions	\$225,590
Total Cost:	\$5,271,692

Any Questions?



2026-2027 Strategic Staffing Plan





THANK YOU



2026–2027 Strategic Staffing Plan



Certificated Salary Schedule

Certificated - Learning Facilitator					Education Specialist				
Years of Service	Hourly Rate	Daily Rate	Annual (185 Days)	Annual (220 Days)	Years of Service	Hourly Rate	Daily Rate	Annual (185 Days) [1]	Annual (220 Days)
Intern	\$ 29.58	\$ 236.64	\$ 43,778.40	\$ 52,060.80	Intern	\$ 34.01	\$ 272.08	\$ 51,695.20	\$ 59,857.60
0	\$ 36.97	\$ 295.76	\$ 54,715.60	\$ 65,067.20	0	\$ 42.51	\$ 340.08	\$ 64,615.20	\$ 74,817.60
1	\$ 37.70	\$ 301.60	\$ 55,796.00	\$ 66,352.00	1	\$ 43.36	\$ 346.88	\$ 65,907.20	\$ 76,313.60
2	\$ 38.46	\$ 307.68	\$ 56,920.80	\$ 67,689.60	2	\$ 44.23	\$ 353.84	\$ 67,229.60	\$ 77,844.80
3	\$ 39.23	\$ 313.84	\$ 58,060.40	\$ 69,044.80	3	\$ 45.11	\$ 360.88	\$ 68,567.20	\$ 79,393.60
4	\$ 40.01	\$ 320.08	\$ 59,214.80	\$ 70,417.60	4	\$ 46.02	\$ 368.16	\$ 69,950.40	\$ 80,995.20
5	\$ 40.81	\$ 326.48	\$ 60,398.80	\$ 71,825.60	5	\$ 46.93	\$ 375.44	\$ 71,333.60	\$ 82,596.80
6	\$ 41.64	\$ 333.12	\$ 61,627.20	\$ 73,286.40	6	\$ 47.88	\$ 383.04	\$ 72,777.60	\$ 84,268.80
7	\$ 42.47	\$ 339.76	\$ 62,855.60	\$ 74,747.20	7	\$ 48.84	\$ 390.72	\$ 74,236.80	\$ 85,958.40
8	\$ 43.31	\$ 346.48	\$ 64,098.80	\$ 76,225.60	8	\$ 49.81	\$ 398.48	\$ 75,711.20	\$ 87,665.60
9	\$ 44.19	\$ 353.52	\$ 65,401.20	\$ 77,774.40	9	\$ 50.80	\$ 406.40	\$ 77,216.00	\$ 89,408.00
10	\$ 45.06	\$ 360.48	\$ 66,688.80	\$ 79,305.60	10	\$ 51.82	\$ 414.56	\$ 78,766.40	\$ 91,203.20
11	\$ 45.96	\$ 367.68	\$ 68,020.80	\$ 80,889.60	11	\$ 52.86	\$ 422.88	\$ 80,347.20	\$ 93,033.60
12	\$ 46.88	\$ 375.04	\$ 69,382.40	\$ 82,508.80	12	\$ 53.91	\$ 431.28	\$ 81,943.20	\$ 94,881.60
13	\$ 47.83	\$ 382.64	\$ 70,788.40	\$ 84,180.80	13	\$ 55.00	\$ 440.00	\$ 83,600.00	\$ 96,800.00
14	\$ 48.78	\$ 390.24	\$ 72,194.40	\$ 85,852.80	14	\$ 56.10	\$ 448.80	\$ 85,272.00	\$ 98,736.00
15	\$ 49.75	\$ 398.00	\$ 73,630.00	\$ 87,560.00	15	\$ 57.21	\$ 457.68	\$ 86,959.20	\$ 100,689.60
16	\$ 50.75	\$ 406.00	\$ 75,110.00	\$ 89,320.00	16	\$ 58.36	\$ 466.88	\$ 88,707.20	\$ 102,713.60
17	\$ 51.77	\$ 414.16	\$ 76,619.60	\$ 91,115.20	17	\$ 59.53	\$ 476.24	\$ 90,485.60	\$ 104,772.80
18	\$ 52.80	\$ 422.40	\$ 78,144.00	\$ 92,928.00	18	\$ 60.72	\$ 485.76	\$ 92,294.40	\$ 106,867.20
19	\$ 53.86	\$ 430.88	\$ 79,712.80	\$ 94,793.60	19	\$ 61.94	\$ 495.52	\$ 94,148.80	\$ 109,014.40
20	\$ 54.93	\$ 439.44	\$ 81,296.40	\$ 96,676.80	20	\$ 63.17	\$ 505.36	\$ 96,018.40	\$ 111,179.20

Step Factor: 1.02

Step Placement:

Initial salary step placement is based on up to 5 years of related teaching experience. Higher step placement may be approved by the Director and confirmed by the Board of Directors for shortage areas. Eligibility for salary step advancement is reviewed on July 1 of each fiscal year and is based upon completion of at least 75% of the work year calendar, the School's budget solvency, employee performance, and any other relevant factors.

Intern - 80% of step 1 of certificated schedule

Salary Schedule - Substitute Teacher

	Hourly	Daily Rate	1/2 day	
Intern	\$30.16	\$241.28	\$120.64	80% of step 1 of certificated schedule
Intern Education Specialist	\$34.69	\$277.52	\$138.76	80% of step 1 of education specialist schedule
30 day sub permit	\$33.93	\$271.44	\$135.72	90% of step 1 of certificated schedule
30 day sub permit after 30 days	\$34.68	\$277.44	\$138.72	92% of step 1
Credentialed substitute teacher	\$35.44	\$283.52	\$141.76	94% of step 1
Credentialed substitute teacher after 30 days	\$37.70	\$301.60	\$150.80	Step 1 of certificated schedule
Credentialed Education Specialist	\$40.76	\$326.08	\$163.04	94% of step 1 Education Specialist
Credentialed Education Specialist after 30 days	\$43.36	\$346.88	\$173.44	Step 1 of Education Specialist
Content Area Teacher	\$40.81	\$326.48	\$163.24	paid at Step 5 of the Teacher of Record schedule

Employees serving in positions that are 50% FTE or greater are eligible for the education stipend.

Professional Development:

Staff will be compensated using step 7 of the certificated salary schedule for their attendance at management directed staff development or training days outside of their regular work year calendar.

[1] formula has 190 days



Learning Facilitator Job Description

Reports To: Director or Director Designee

FLSA Status: Exempt or Non-Exempt

Classification: Certificated

Work Year: 11 Months

Location: Remote work with mandatory in-person student meetings, training, and events, requiring regular commuting within Southern California.

Position Summary

MY Academy is a primarily virtual, independent study program designed to provide flexible, personalized learning for students. While we do not have a physical campus, our learning facilitators and support staff meet with students in person on a weekly basis at mutually agreed-upon locations within their communities. These regular in-person meetings are a core component of our educational model, ensuring students receive the support, guidance, and connection they need to succeed. Weekly in-person meetings with students is an essential part of this role.

This role focuses on enhancing learning experiences to drive learning success and student engagement through personalized support and resource guidance. Responsibilities include upholding educational standards, managing compliance with school policies, and fostering collaborative efforts to align with the school's goals. In addition, this role includes participating in tasks and events to promote student enrollment growth within the local community.

Minimum Qualifications

- Must possess a valid California teaching credential, with preference for authorization to teach English learners.
- Access to reliable transportation
- Must pass state and federal background checks and provide a recent TB clearance.

General skills

- Team-oriented with a commitment to lifelong learning.
- Adaptable, open-minded, and proficient in conflict resolution.
- Strong interpersonal communication skills and integrity in upholding the school's values.

Essential Duties and Responsibilities

- Conduct required weekly in-person meetings with students to review academic progress and provide individualized support, while maintaining regular communication with educational

Commented [1]: @glenz@myacademy.org I've moved the bullet up to the top, which puts the in-person requirement as the first bullet. I also updated the bullet to reflect your revision.

If all looks good, let me know and I'll create the redlined and clean versions.

Commented [2R1]: Looks good. Please create redlined and clean version.

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Learning Facilitator Job Description
Board Approval: 03/25



partners and proactively addressing concerns. Maintain regular communication and in-person scheduled meetings with students, educational partners, and advocates, reviewing progress and addressing concerns proactively.

- Utilize diverse facilitation modalities and resources for course delivery, ensuring compliance with school standards.
- Contribute to the expansion of the school by engaging in initiatives aimed at growing student enrollment.
- Tailor curriculum materials for students with varied needs and maintain a conducive learning environment.
- Assess and document student learning and social progress, issuing grades and progress reports.
- Implement school assessment programs, conduct required testing, and support post-secondary transitions.
- ~~Conduct required weekly in-person meetings with students to review academic progress and provide individualized support, while maintaining regular communication with educational partners and proactively addressing concerns. Maintain regular communication and in-person scheduled meetings with students, educational partners, and advocates, reviewing progress and addressing concerns proactively.~~
- Collaborate in educational planning meetings (e.g., SST, IEP) and contribute to curriculum development.
- Identify and address student challenges in collaboration with professional staff.
- Manage independent study records and maintain updated information in the student database.
- Engage in continuous professional development and effectively integrate technology in facilitation.
- Supervise and participate in school activities.
- Contribute to faculty committees, student activities, and school-wide initiatives.
- Proctor exams during the testing season.
- Promptly respond to school-related communications within 24 business hours.
- Document and report student disciplinary actions, assisting in complaint resolution and adhering to California Penal Code Section 11166.
- Undertake additional duties as required.

Knowledge and Abilities

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

The role requires familiarity with contemporary research on adolescent development, curriculum design, learning support methods, and assessment methods. Knowledge of classroom management, student motivation theories, special education guidelines, and relevant education laws is also essential.

Learning Facilitator Job Description
Board Approval: 03/25

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Commented [3]: @glenz@myacademy.org is this the bullet you wanted moved up in the LF JD? _Assigned to glenz@myacademy.org_

Commented [4R3]: Yes. We might want to change the language a bit too to emphasize the requirement of in-person weekly meetings with students.

Commented [5R3]: Maybe something like this- but maybe we can condense it "Conduct required weekly in-person meetings with students to review academic progress, support social-emotional well-being, and foster meaningful real-life connection, while maintaining ongoing communication with educational partners and advocates to proactively address concerns."

Commented [6]: @glenz@myacademy.org is this the bullet you wanted moved up in the LF JD? _Assigned to glenz@myacademy.org_

Commented [7R6]: Yes. We might want to change the language a bit too to emphasize the requirement of in-person weekly meetings with students.

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Bilingual

In addition to the above duties, bilingual positions also interpret verbally and translate in writing between English and a designated language; interprets for student, educational partner, or facilitator, as required; and may serve as an interpreter and/or translator for staff in educational partner parent conferences or other meetings.

Use of Computer Technology

Skilled in using educational software, Google Suite applications, Microsoft Office, and web-based tools for effective learning support and communication.

Physical Demands

The role requires meeting certain physical demands to perform job functions effectively. These include auditory and verbal communication, manual dexterity, computer and machinery operation, visual acuity for reading and student observation, flexibility for bending, kneeling, or crouching, as well as the ability to sit or stand for long durations. The position involves lifting up to 25 pounds independently and, with support, managing heavier loads. Additionally, driving to student meetings is necessary. Reasonable accommodations are available to support individuals with disabilities in fulfilling these requirements.

Work Environment

This position operates in a virtual home office environment requiring a flexible schedule and the ability to travel for student support, meetings, and school events. The role involves moderate noise levels, indoor and outdoor work in varying temperatures, and the necessity for personal transportation capable of 200-mile daily travel. Reasonable accommodations are provided for those with disabilities.

Hazards

Employees may encounter challenging interactions with dissatisfied individuals

Employee Acknowledgement

This description summarizes key responsibilities and requirements and is not exhaustive. Employees may perform additional duties as assigned, aligning with the school's needs and goals.

Learning Facilitator Job Description
Board Approval: 03/25



Employee Signature

Printed Name

Date

Learning Facilitator Job Description
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Learning Facilitator

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Employee Signature

Printed Name

Date

Learning Facilitator Job Description
Board Approval: 03/25



Motivated Youth Academy | 2026-2027 | CERTIFICATED WORK YEAR CALENDAR - 11 MONTHS (185 DAYS)

JULY					0	0	AUGUST					11	11	SEPTEMBER					21	21
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
N	N	N	N	N	0	0	N	N	N	N	N	0	0		1	2	3	4	4	4
N	N	N	N	N	0	0	N	N	N	N	N	0	0	H	8	9	10	11	4	4
N	N	N	N	N	0	0	17	18	19	20	21	5	5	14	15	16	17	18	5	5
N	N	N	N	N	0	0	24	25	26	27	28	5	5	21	22	23	24	25	5	5
N	N	N	N	N	0	0	31					1	1	28	29	30			3	3
OCTOBER					22	22	NOVEMBER					15	15	DECEMBER					14	14
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
			1	2	2	2	2	3	4	5	6	5	5		1	2	3	4	4	4
5	6	7	8	9	5	5	9	10	H	12	13	4	4	7	8	9	10	11	5	5
12	13	14	15	16	5	5	16	17	18	19	20	5	5	14	15	16	17	18	5	5
19	20	21	22	23	5	5	N	N	N	H	H	0	0	N	N	N	H	H	0	0
26	27	28	29	30	5	5	30					1	1	N	N	N	H		0	0
JANUARY					19	19	FEBRUARY					19	19	MARCH					18	18
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
				H	0	0	1	2	3	4	5	5	5	1	2	3	4	5	5	5
4	5	6	7	8	5	5	8	9	10	11	12	5	5	8	9	10	11	12	5	5
11	12	13	14	15	5	5	H	16	17	18	19	4	4	15	16	17	18	19	5	5
H	19	20	21	22	4	4	22	23	24	25	26	5	5	N	N	N	N	N	0	0
25	26	27	28	29	5	5						0	0	29	30	31			3	3
APRIL					22	22	MAY					20	20	JUNE					4	4
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
			1	2	2	2	3	4	5	6	7	5	5		1	2	3	4	4	4
5	6	7	8	9	5	5	10	11	12	13	14	5	5	N	N	N	N	N	0	0
12	13	14	15	16	5	5	17	18	19	20	21	5	5	N	N	N	N	N	0	0
19	20	21	22	23	5	5	24	25	26	27	28	5	5	N	N	N	N	N	0	0
26	27	28	29	30	5	5	H					0	0	N	N	N			0	0

HOLIDAYS:	
9/7/2026	Labor Day
11/11/2026	Veterans Day
11/26-11/27/2026	Thanksgiving Day + Friday after Thanksgiving
12/24-12/25/2026	Christmas Eve/Day
12/31/2026 + 1/1/2027	New Year's Eve/Day
1/18/2027	Martin Luther King Jr.
2/15/2027	Presidents Day
5/31/2027	Memorial Day
6/18/2027	Juneteenth
	First Day of Track F
	Last Day of Track F

H Holiday
 N Non-working Day

Employee must be in paid status before and after the date of the holiday in order to be eligible for holiday pay.
 Assignment start and end dates are dependent on the program.

Calendar Days (M-F)	261
Total Holidays	12
Total Compensated Days	185
Total Work Days	185



Motivated Youth Academy | 2026-2027 | CERTIFICATED WORK YEAR CALENDAR - 12 MONTHS (220 DAYS)

JULY					22	22	AUGUST					21	21	SEPTEMBER					21	21	
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	
		1	2	H	2	2	3	4	5	6	7	5	5	8	9	10	11	12	13	14	14
6	7	8	9	10	5	5	10	11	12	13	14	5	5	H	8	9	10	11	12	13	14
13	14	15	16	17	5	5	B	B	B	B	B	5	5	14	15	16	17	18	19	20	21
20	21	22	23	24	5	5	24	25	26	27	28	5	5	21	22	23	24	25	26	27	28
B	B	B	B	B	5	5	31					1	1	28	29	30					
OCTOBER					22	22	NOVEMBER					18	18	DECEMBER					20	20	
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	
			1	2	2	2	2	3	4	5	6	5	5		1	2	3	4	5	4	4
5	6	7	8	9	5	5	9	10	H	12	13	4	4	7	8	9	10	11	12	13	14
12	13	14	15	16	5	5	16	17	18	19	20	5	5	14	15	16	17	18	19	20	21
19	20	21	22	23	5	5	23	24	25	H	H	3	3	21	22	23	H	H	24	25	26
26	27	28	29	30	5	5	30					1	1	28	29	30	H				
JANUARY					19	19	FEBRUARY					19	19	MARCH					22	22	
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	
				H	0	0	1	2	3	4	5	5	5	1	2	3	4	5	6	5	5
4	5	6	7	8	5	5	8	9	10	11	12	5	5	8	9	10	11	12	13	14	15
11	12	13	14	15	5	5	H	16	17	18	19	4	4	15	16	17	18	19	20	21	22
H	19	20	21	22	4	4	22	23	24	25	26	5	5	22	23	24	25	N	26	27	28
25	26	27	28	29	5	5						0	0	29	30	31					
APRIL					22	22	MAY					20	20	JUNE					21	21	
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	
			1	2	2	2	3	4	5	6	7	5	5		1	2	3	4	5	4	4
5	6	7	8	9	5	5	10	11	12	13	14	5	5	7	8	9	10	11	12	13	14
12	13	14	15	16	5	5	17	18	19	20	21	5	5	B	B	B	B	H	22	23	24
19	20	21	22	23	5	5	24	25	26	27	28	5	5	21	22	23	24	25	26	27	28
26	27	28	29	30	5	5	H					0	0	28	29	30					

HOLIDAYS:	
7/3/2026	Independence Day (Observed)
9/7/2026	Labor Day
11/11/2026	Veterans Day
11/26-11/27/2026	Thanksgiving Day + Friday after Thanksgiving
12/24-12/25/2026	Christmas Eve/Day
12/31/2026 + 1/1/2027	New Year's Eve/Day
1/18/2027	Martin Luther King Jr.
2/15/2027	Presidents Day
5/31/2027	Memorial Day
6/18/2027	Juneteenth

H	Holiday
N	Non-working Day
B	Blocked Out Dates for Planted Day Requests
	First & Last Day of Track E
	First & Last Day of Track F
	First & Last Day of Track G

Employee must be in paid status before and after the date of the holiday in order to be eligible for holiday pay. Assignment start and end dates are dependent on the program.

Calendar Days (M-F)	261
Total Holidays	13
Total Compensated Days	247
Total Work Days	247
Non Work Days to Plant	27
Adjusted Total Compensated Days	220



Motivated Youth Academy | 2026-2027 | CLASSIFIED WORK YEAR CALENDAR - 11 MONTHS (185 DAYS)

JULY					0	0	AUGUST					11	11	SEPTEMBER					21	21
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
N	N	N	N	N	0	0	N	N	N	N	N	0	0		1	2	3	4	4	4
N	N	N	N	N	0	0	N	N	N	N	N	0	0	H	8	9	10	11	4	4
N	N	N	N	N	0	0	17	18	19	20	21	5	5	14	15	16	17	18	5	5
N	N	N	N	N	0	0	24	25	26	27	28	5	5	21	22	23	24	25	5	5
N	N	N	N	N	0	0	31					1	1	28	29	30			3	3
OCTOBER					22	22	NOVEMBER					15	15	DECEMBER					14	14
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
			1	2	2	2	2	3	4	5	6	5	5		1	2	3	4	4	4
5	6	7	8	9	5	5	9	10	H	12	13	4	4	7	8	9	10	11	5	5
12	13	14	15	16	5	5	16	17	18	19	20	5	5	14	15	16	17	18	5	5
19	20	21	22	23	5	5	N	N	N	H	H	0	0	N	N	N	H	H	0	0
26	27	28	29	30	5	5	30					1	1	N	N	N	H		0	0
JANUARY					19	19	FEBRUARY					19	19	MARCH					18	18
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
				H	0	0	1	2	3	4	5	5	5	1	2	3	4	5	5	5
4	5	6	7	8	5	5	8	9	10	11	12	5	5	8	9	10	11	12	5	5
11	12	13	14	15	5	5	H	16	17	18	19	4	4	15	16	17	18	19	5	5
H	19	20	21	22	4	4	22	23	24	25	26	5	5	N	N	N	N	N	0	0
25	26	27	28	29	5	5						0	0	29	30	31			3	3
APRIL					22	22	MAY					20	20	JUNE					4	4
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days
			1	2	2	2	3	4	5	6	7	5	5		1	2	3	4	4	4
5	6	7	8	9	5	5	10	11	12	13	14	5	5	N	N	N	N	N	0	0
12	13	14	15	16	5	5	17	18	19	20	21	5	5	N	N	N	N	N	0	0
19	20	21	22	23	5	5	24	25	26	27	28	5	5	N	N	N	N	N	0	0
26	27	28	29	30	5	5	H					0	0	N	N	N			0	0

HOLIDAYS:	
9/7/2026	Labor Day
11/11/2026	Veterans Day
11/26-11/27/2026	Thanksgiving Day + Friday after Thanksgiving
12/24-12/25/2026	Christmas Eve/Day
12/31/2026 + 1/1/2027	New Year's Eve/Day
1/18/2027	Martin Luther King Jr.
2/15/2027	Presidents Day
5/31/2027	Memorial Day
6/18/2027	Juneteenth
	First Day of Track F
	Last Day of Track F

H Holiday
 N Non-working Day

Employee must be in paid status before and after the date of the holiday in order to be eligible for holiday pay.
 Assignment start and end dates are dependent on the program.

Calendar Days (M-F)	261
Total Holidays	12
Total Compensated Days	185
Total Work Days	185



Motivated Youth Academy | 2026-2027 | CLASSIFIED WORK YEAR CALENDAR - 12 MONTHS (220 DAYS)

JULY					22	22	AUGUST					16	16	SEPTEMBER					21	21	
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	
		1	2	H	2	2	3	4	5	6	7	5	5	8	9	10	11	12	4	4	
6	7	8	9	10	5	5	10	11	12	13	14	5	5	H	8	9	10	11	4	4	
13	14	15	16	17	5	5	B	B	B	B	B	0	0	14	15	16	17	18	5	5	
20	21	22	23	24	5	5	24	25	26	27	28	5	5	21	22	23	24	25	5	5	
B	B	B	B	B	5	5	31					1	1	28	29	30			3	3	
OCTOBER					22	22	NOVEMBER					18	18	DECEMBER					20	20	
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	
			1	2	2	2	2	3	4	5	6	5	5		1	2	3	4		4	4
5	6	7	8	9	5	5	9	10	H	12	13	4	4	7	8	9	10	11	5	5	
12	13	14	15	16	5	5	16	17	18	19	20	5	5	14	15	16	17	18	5	5	
19	20	21	22	23	5	5	23	24	25	H	H	3	3	21	22	23	H	H	3	3	
26	27	28	29	30	5	5	30					1	1	28	29	30	H		3	3	
JANUARY					19	19	FEBRUARY					19	19	MARCH					22	22	
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	
				H	0	0	1	2	3	4	5	5	5	1	2	3	4	5		5	5
4	5	6	7	8	5	5	8	9	10	11	12	5	5	8	9	10	11	12	5	5	
11	12	13	14	15	5	5	H	16	17	18	19	4	4	15	16	17	18	19	5	5	
H	19	20	21	22	4	4	22	23	24	25	26	5	5	22	23	24	25	N	4	4	
25	26	27	28	29	5	5						0	0	29	30	31			3	3	
APRIL					22	22	MAY					20	20	JUNE					17	17	
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	
			1	2	2	2	3	4	5	6	7	5	5		1	2	3	4		4	4
5	6	7	8	9	5	5	10	11	12	13	14	5	5	7	8	9	10	11	5	5	
12	13	14	15	16	5	5	17	18	19	20	21	5	5	B	B	B	B	H	0	0	
19	20	21	22	23	5	5	24	25	26	27	28	5	5	21	22	23	24	25	5	5	
26	27	28	29	30	5	5	H					0	0	28	29	30			3	3	

HOLIDAYS:	
7/3/2026	Independence Day (Observed)
9/7/2026	Labor Day
11/11/2026	Veterans Day
11/26-11/27/2026	Thanksgiving Day + Friday after Thanksgiving
12/24-12/25/2026	Christmas Eve/Day
12/31/2026 + 1/1/2027	New Year's Eve/Day
1/18/2027	Martin Luther King Jr.
2/15/2027	Presidents Day
5/31/2027	Memorial Day
6/18/2027	Juneteenth

H	Holiday
N	Non-working Day
B	Blocked Out Dates for Planted Day Requests
	First & Last Day of Track E
	First & Last Day of Track F
	First & Last Day of Track G

Employee must be in paid status before and after the date of the holiday in order to be eligible for holiday pay.
Assignment start and end dates are dependent on the program.

Calendar Days (M-F)	261
Total Holidays	13
Total Compensated Days	238
Total Work Days	238
Non Work Days to Plant	27
Adjusted Total Compensated Days	220



Motivated Youth Academy | 2026-2027 | CLASSIFIED WORK YEAR CALENDAR - 12 MONTH

JULY					22	22	AUGUST					21	21	SEPTEMBER					21	21	
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	
		1	2	H	2	2	3	4	5	6	7	5	5	8	9	10	11	12	13	14	15
6	7	8	9		5	5	10	11	12	13	14	5	5	H	8	9	10	11	12	13	14
13	14	15	16	17	5	5	17	18	19	20	21	5	5	14	15	16	17	18	19	20	21
20	21	22	23	24	5	5	24	25	26	27	28	5	5	21	22	23	24	25	26	27	28
27	28	29	30	31	5	5	31					1	1	28	29	30					
OCTOBER					22	22	NOVEMBER					18	18	DECEMBER					20	20	
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	
			1	2	2	2	2	3	4	5	6	5	5		1	2	3	4		4	4
5	6	7	8	9	5	5	9	10	H	12	13	4	4	7	8	9	10	11	5	5	
12	13	14	15	16	5	5	16	17	18	19	20	5	5	14	15	16	17	18	5	5	
19	20	21	22	23	5	5	23	24	25	H	H	3	3	21	22	23	H	H	3	3	
26	27	28	29	30	5	5	30					1	1	28	29	30	H		3	3	
JANUARY					19	19	FEBRUARY					19	19	MARCH					22	22	
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	
				H	0	0	1	2	3	4	5	5	5	1	2	3	4	5		5	5
4	5	6	7	8	5	5	8	9	10	11	12	5	5	8	9	10	11	12	5	5	
11	12	13	14	15	5	5	H	16	17	18	19	4	4	15	16	17	18	19	5	5	
H	19	20	21	22	4	4	22	23	24	25	26	5	5	22	23	24	25	N	4	4	
25	26	27	28	29	5	5						0	0	29	30	31			3	3	
APRIL					22	22	MAY					20	20	JUNE					21	21	
M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	M	Tu	W	Th	F	Work Days	Comp Days	
			1	2	2	2	3	4	5	6	7	5	5		1	2	3	4		4	4
5	6	7	8	9	5	5	10	11	12	13	14	5	5	7	8	9	10	11	5	5	
12	13	14	15	16	5	5	17	18	19	20	21	5	5	14	15	16	17	H	4	4	
19	20	21	22	23	5	5	24	25	26	27	28	5	5	21	22	23	24	25	5	5	
26	27	28	29	30	5	5	H					0	0	28	29	30			3	3	

HOLIDAYS:	
7/3/2026	Independence Day (Observed)
9/7/2026	Labor Day
11/11/2026	Veterans Day
12/24-12/25/2026	Christmas Eve/Day
12/31/2026 + 1/1/2027	New Year's Eve/Day
1/18/2027	Martin Luther King Jr.
2/15/2027	Presidents Day
5/31/2027	Memorial Day
6/18/2027	Juneteenth
H	Holiday
N	Non-working Day
	First & Last Day of Track E
	First & Last Day of Track F
	First & Last Day of Track G

Calendar Days (M-F)	261
Total Holidays	13
Total Compensated Days	247
Total Work Days	247
Adjusted Total Compensated Days	240

Employee must be in paid status before and after the date of the holiday in order to be eligible for holiday pay.
Assignment start and end dates are dependent on the program.