MY Academy

Regular Meeting of the Board of Directors

Published on May 8, 2026 at 4:32 PM PDT

Date and Time

Thursday May 14, 2026 at 9:00 AM PDT

Location

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

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

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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 Daniel Espinoza, School Psychologist/Program Manager on behalf of Motivated Youth Academy	FYI	Daniel Espinoza	2 m
IV.	**Approve/Adopt Agenda**			**9:05 AM**
A.	Approve Agenda	Vote	Board President	1 m

It is recommended the Board of Directors adopt as presented the agenda for the Regular Board meeting of May 14, 2026.

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

		Purpose	Presenter	Time
V.	**Approve Minutes**			**9:06 AM**
A.	Approve Minutes	Approve Minutes	Board President	1 m

It is recommended that the Board approve the Minutes of the Regular Meeting of the Board of Directors that was held on March 12, 2026.

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

Approve minutes for Regular Meeting of the Board of Directors on March 12, 2026

B.	Approve Minutes	Approve Minutes	Board President	1 m

It is recommended that the Board approve the Minutes of the Study Session of the Board of Directors that was held on April 9, 2026.

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

Approve minutes for Board of Directors Study Session on April 9, 2026

VI. Public Comment - Closed Session

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

		Purpose	Presenter	Time
VII.	**Adjourn to Closed Session**			**9:08 AM**

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

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

A.	PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Gov. Code 54957 a. Annual Performance Evaluation, Director/CEO	Discuss	Board President	5 m

VIII.	**Reconvene Regular Meeting**			**9:13 AM**
A.	Report out any action taken in closed session	Discuss	Board President	2 m

IX. Public Comments/Recognition/Reports

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

X.	**Correspondence/Proposals/Reports**			**9:15 AM**
A.	School Highlights from March and April 2026, presented by Daniel Espinoza, School Psychologist/Program Manager	FYI	Daniel Espinoza	4 m
B.	Financial Update Presented by Jason Sitomer, Head of Client Finance, Charter Impact	FYI	Jason Sitomer	5 m

		Purpose	Presenter	Time
C.	Presentation of Parsec Data	FYI	Melissa Lato	4 m
D.	Review of The Accrediting Commission for Schools, Western Association of Schools and Colleges (ACS WASC) Letter	FYI	Bill Dobson	2 m
E.	Update on Director and Chief Executive Officer Job Descriptions and Employee Agreements	Discuss	Gigi Lenz	2 m

XI. Consent — 9:32 AM

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

A.	Consent - Business/Financial Services	Vote	Board President	1 m

1. Approval of Check Register - March 2026
2. Approval of Check Register - April 2026

B.	Consent - Education/Student Services	Vote	Board President	1 m

1. Approval of 2026 Memorandum of Understanding (MOU) between Campo Kumeyaay Nation and Motivated Youth Academy
2. Approval of Portrait Of A Learner for Motivated Youth Academy
3. Approval of the Comprehensive School Safety Plan (CSSP) (Revision)
4. Approval of Zoom Workplace for Education School

C.	Consent - Personnel Services	Vote	Board President	1 m

1. Approval of Certificated Personnel Report
2. Approval of the 2026-2027 Employee Handbook

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

	Purpose	Presenter	Time

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

XII. Board Governance — 9:35 AM

A. Approval of Amended and Restated Articles of Incorporation — Vote — Bill Dobson — 2 m

It is recommended the Board approve the Amended and Restated Articles of Incorporation 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 _____

B. Approval of Sixth Amended and Restated Bylaws of Motivated Youth Academy Charter Schools — Vote — Bill Dobson — 2 m

It is recommended the Board approve the Sixth Amended and Restated Bylaws 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 _____

XIII. Business/Financial Services — 9:39 AM

A. Approval of Federal Tax Form 990 Return (Draft) and California Tax Form 199 Return (Draft) - — Vote — Bill Dobson — 2 m

	Purpose	Presenter	Time

Year Ended June (current year) as prepared by CliftonLarsonAllen (CLA)

It is recommended the Board approve Federal Tax Form 990 Return (Draft) and California Tax Form 199 Return (Draft) 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 _____

XIV. Education/Student Services — 9:41 AM

A. Approval of Keyn Solutions 2026-2027 Service Agreement — Vote — Bill Dobson — 2 m

It is recommended the Board approve the service agreement with Keyn Solutions for Motivated Youth Academy (#1628).

Fiscal Impact: $75,120.00

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

B. Approval of GHA Technologies Inc Chromebook Purchase — Vote — Bill Dobson — 2 m

It is recommended the Board approve the GHA Technologies Inc Chromebook Purchase for Motivated Youth Academy (#1628).

Fiscal Impact: $18,862.83

		Purpose	Presenter	Time

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

C. Approval of 2026-2027 Learning Staff Professional Development Proposal by Dr. Jamila Dugan — Vote — Bill Dobson — 2 m

It is recommended the Board approve the learning staff professional development proposal by Dr. Jamila Dugan for Motivated Youth Academy (#1628).

Fiscal Impact: $70,000.00 (+ travel expenses outlined in the proposal)

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

XV. Policy Development — 9:47 AM

A. Adoption of New Policy — Vote — Bill Dobson — 2 m

It is recommended the Board approve the adoption of the new proposed policy. This policy will allow the school greater operational flexibility to address immediate needs and ensure timely responsiveness to fiscal requests for Motivated Youth Academy (#1628).

3000 Series - Business/Non-Instructional
3030-MYA Purchase Card Policy

Fiscal Impact: None.

Roll Call Vote:
William Hall

		Purpose	Presenter	Time

Michael Humphrey
Steve Fraire
Peter Matz
Larry Alvarado
Moved by _____ Seconds by _____ Ayes _____ Nays _____ Absent _____

B. Approval of Resolution Regarding Compliance with Court Orders in Mirabelli v. Olson — Vote — Bill Dobson — 2 m

It is recommended the Board approve the Resolution regarding compliance with court orders in *Mirabelli v. Olson* and continued implementation of Board Policy 5070 Transgender and Gender Nonconforming Student Nondiscrimination Policy as presented for Motivated Youth Academy (#1628).

Fiscal Impact: None.

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

XVI. Calendar

The next scheduled regular meeting of the Board of Directors will be held on June 11, 2026.

XVII. Comments — 9:51 AM

A.	Board Comments	Discuss	Board President	5 m
B.	Interim Director and CEO Comments	Discuss	Bill Dobson	2 m

XVIII. Closing Items — 9:58 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 Daniel Espinoza, School Psychologist/Program Manager on behalf of Motivated Youth Academy

Section: III. Land Acknowledgment
Item: A. Land Acknowledgment read by Daniel Espinoza, School Psychologist/Program Manager on behalf of Motivated Youth Academy
Purpose: FYI
Submitted by:
Related Material: Land Acknowledgment 1.jpg

Land Acknowledgment

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

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

Coversheet

Approve Minutes

Section: V. Approve Minutes
Item: A. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Meeting of the Board of Directors on March 12, 2026

DRAFT

MY Academy

Minutes

Regular Meeting of the Board of Directors

Date and Time
Thursday March 12, 2026 at 9:00 AM

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

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Directors Present

Larry Alvarado, Peter Matz, Steve Fraire, William Hall

Directors Absent

Michael Humphrey

Guests Present

Gigi Lenz (remote), Michelle Jones, Roger Castillo, Toni DeJesus (remote)

I. Opening Items

A. Call the Meeting to Order

William Hall called a meeting of the board of directors of MY Academy to order on Thursday Mar 12, 2026 at 9:00 AM.

B. Record Attendance

Larry Alvarado made a motion to Remote participate of a Board Member Pete Matz due to emergency circumstances.
Steve Fraire seconded the motion.
The board **VOTED** to approve the motion.

II. Approve/Adopt Agenda

A. Approve Agenda

Steve Fraire made a motion to Approve/Adopt Agenda.
Larry Alvarado seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Peter Matz	Aye
William Hall	Aye

Roll Call

Larry Alvarado	Aye
Michael Humphrey	Absent
Steve Fraire	Aye

III. Approve Minutes

A. Approve Minutes

Larry Alvarado made a motion to approve the minutes from Regular Meeting of the Board of Directors on 02-12-26.
Steve Fraire seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Steve Fraire	Aye
Peter Matz	Aye
Larry Alvarado	Aye
Michael Humphrey	Absent
William Hall	Aye

IV. Board Governance

A. Reappointment of Member to Board of Directors: Steve Fraire

Peter Matz made a motion to Reappointment of Member to Board of Directors: Steve Fraire.
Larry Alvarado seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Steve Fraire	Aye
Michael Humphrey	Absent
Larry Alvarado	Aye
William Hall	Aye
Peter Matz	Aye

V. Consent

A. Consent - Business/Financial Services

B. Consent - Education/Student Services

C. Consent - Personnel Services

D. Consent - Policy Development

Larry Alvarado made a motion to Approve consent items A through D.

Steve Fraire seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Larry Alvarado	Aye
Steve Fraire	Aye
Peter Matz	Aye
William Hall	Aye
Michael Humphrey	Absent

Larry Alvarado made a motion to Approve consent items A through D.
Steve Fraire seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Larry Alvarado	Aye
Michael Humphrey	Absent
Steve Fraire	Aye
William Hall	Aye
Peter Matz	Aye

VI. Business/Financial Services

A. Approval of Second Interim Financial Report

Steve Fraire made a motion to Approve of Second Interim Financial Report.
Larry Alvarado seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Steve Fraire	Aye
William Hall	Aye
Michael Humphrey	Absent
Peter Matz	Aye
Larry Alvarado	Aye

B. Approval of CliftonLarsonAllen LLP (CLA) Annual Audit Engagement Services and Tax Entity Compliance Statement of Work

Steve Fraire made a motion to Approve of CliftonLarsonAllen LLP (CLA) Annual Audit Engagement Services and Tax Entity Compliance Statement of Work.
Larry Alvarado seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Peter Matz	Aye
Larry Alvarado	Aye
Steve Fraire	Aye
Michael Humphrey	Absent
William Hall	Aye

Steve Fraire made a motion to Approve of CliftonLarsonAllen LLP (CLA) Annual Audit Engagement Services and Tax Entity Compliance Statement of Work.
Larry Alvarado seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Michael Humphrey	Absent
Peter Matz	Aye
Larry Alvarado	Aye
William Hall	Aye
Steve Fraire	Aye

C. Approval of Federal Tax Form 990 Return (Draft) and California Tax Form 199 Return (Draft) - Year Ended June 30, 2025

Steve Fraire made a motion to Approve of Federal Tax Form 990 Return (Draft) and California Tax Form 199 Return (Draft) - Year Ended June 30, 2025.
Larry Alvarado seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Larry Alvarado	Aye
Michael Humphrey	Absent
Steve Fraire	Aye
William Hall	Aye
Peter Matz	Aye

VII. Education/Student Services

A. Approval of Memorandum of Understanding (MOU) with Metro Community Ministries Inc. (MCMI)

Steve Fraire made a motion to Approve of Memorandum of Understanding (MOU) with Metro Community Ministries Inc. (MCMI).
Larry Alvarado seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

William Hall	Aye
Steve Fraire	Aye
Peter Matz	Aye
Larry Alvarado	Aye
Michael Humphrey	Absent

VIII. Personnel Services

A. Approval of Declarations of Need (DON) for Fully Qualified Educators

Steve Fraire made a motion to Approve of Declarations of Need (DON) for Fully Qualified Educators.
Larry Alvarado seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Larry Alvarado	Aye
Michael Humphrey	Absent
Peter Matz	Aye
Steve Fraire	Aye
William Hall	Aye

B. Approval of the Certificated Salary Schedule (Revised)

Steve Fraire made a motion to Approve of the Certificated Salary Schedule (Revised).
Larry Alvarado seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Larry Alvarado	Aye
William Hall	Aye
Michael Humphrey	Absent
Peter Matz	Aye
Steve Fraire	Aye

IX. Policy Development

A. Approval of Revision of 3005 MYA Purchasing Fiscal Policy

Steve Fraire made a motion to Approve of Revision of 3005 MYA Purchasing Fiscal Policy.
Larry Alvarado seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Michael Humphrey	Absent
William Hall	Aye
Larry Alvarado	Aye
Steve Fraire	Aye
Peter Matz	Aye

Steve Fraire made a motion to Approve of Revision of 3005 MYA Purchasing Fiscal Policy.
Larry Alvarado seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Steve Fraire	Aye
Larry Alvarado	Aye
Peter Matz	Aye

Roll Call

William Hall	Aye
Michael Humphrey	Absent

X. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:23 AM.

Respectfully Submitted,
Gigi Lenz

Documents used during the meeting

None

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

Coversheet

Approve Minutes

Section:	V. Approve Minutes
Item:	B. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Board of Directors Study Session on April 9, 2026

DRAFT

MY Academy

Minutes

Board of Directors Study Session

Date and Time
Thursday April 9, 2026 at 9:00 AM

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

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Directors Present

Larry Alvarado, Michael Humphrey (remote), Peter Matz, Steve Fraire, William Hall

Directors Absent

None

Guests Present

Bill Dobson, Gigi Lenz, Tammam Tautou, Toni DeJesus (remote)

I. Opening Items

A. Call the Meeting to Order

William Hall called a meeting of the board of directors of MY Academy to order on Thursday Apr 9, 2026 at 9:00 AM.

B. Record Attendance

C. Board Member, Mike Humphrey, participating remotely due to emergency circumstances.

II. Approve/Adopt Agenda

A. Approval of the Agenda for April 9, 2026 Board of Directors Study Session

Peter Matz made a motion to Approve the Agenda for April 9, 2026 Board of Directors Study Session.
Steve Fraire seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Larry Alvarado	Aye
Peter Matz	Aye
William Hall	Aye

Roll Call

Michael Humphrey	Aye
Steve Fraire	Aye

III. Board Governance

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

Michael Humphrey made a motion to Approve the Fifth Amended and Restated Bylaws of Motivated Youth Academy.
Larry Alvarado seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Michael Humphrey	Aye
Larry Alvarado	Aye
William Hall	Aye
Steve Fraire	Aye
Peter Matz	Aye

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

Steve Fraire made a motion to Approve the Resolution No. 2026-001, Increasing Motivated Youth Academy's Board of Directors' Stipend, Effective January 1, 2026.
Peter Matz seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Peter Matz	Aye
Steve Fraire	Aye
Larry Alvarado	Aye
William Hall	Aye
Michael Humphrey	Aye

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

IV. Consent

A. Consent - Business/Financial Services

B. Consent - Education/Student Services

C. Consent - Personnel Services

Michael Humphrey made a motion to Approve Consent items A through C.
Peter Matz seconded the motion.
The board **VOTED** to approve the motion.

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

Michael Humphrey made a motion to Approve Consent items A through C.
Peter Matz seconded the motion.
The board **VOTED** to approve the motion.

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

V. Business/Financial Services

A. Approval of Keyn Solutions Information Technology Management Service Provider Agreement (Extension)

Steve Fraire made a motion to Approve the Keyn Solutions Information Technology Management Service Provider Agreement (Extension).
Larry Alvarado seconded the motion.
The board **VOTED** to approve the motion.

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

VI. Education/Student Services

A. Approval of the California Charter Schools Association (CCSA) Membership (Renewal)

Peter Matz made a motion to Approve the California Charter Schools Association (CCSA) Membership (Renewal).
Larry Alvarado seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Michael Humphrey	Aye
Peter Matz	Aye
William Hall	Aye

Roll Call	
Steve Fraire	Aye
Larry Alvarado	Aye

VII. Personnel Services

A. Approval of 2026-2027 Strategic Staffing Plan

Peter Matz made a motion to Approve the 2026-2027 Strategic Staffing Plan.
Larry Alvarado seconded the motion.
The board **VOTED** to approve the motion.

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

VIII. Closing Items

A. Adjourn Meeting

Steve Fraire made a motion to Adjourn Meeting.
Peter Matz seconded the motion.
The board **VOTED** to approve the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:30 AM.

Respectfully Submitted,
Gigi Lenz

Documents used during the meeting

None

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

Coversheet

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Section: VII. Adjourn to Closed Session
Item: A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Purpose: Discuss
Submitted by:
Related Material: Draft SY 25-26 Board Evaluation Letter for Bill Dobson.pdf

April 1, 2026

Goal #1 *I will collaborate with the Board, Charter Impact representatives, and Educational Partners to ensure Motivated Youth Academy is working toward maintaining good fiscal health, which includes a balanced budget with no deficit spending, cash flow of no less than 15 days per month, and a projected fund balance of 10%, being attentive to the implications of possible state deferrals, while meeting the academic needs of MYA students and the and social/emotional needs of all Educational Partners.*

Goal #1 - Link to Evidence of Goal 1

Evaluation of Goal #1: Mr. Dobson maintains a close working relationship with our sponsoring district and with the Board of Directors that demonstrates his fiduciary responsibility to ensure MY Academy's funds are spent according to its by-laws and to prioritize the needs of its students. Furthermore, Mr. Dobson works closely with our financial advisors, who provide detailed analysis of our budget at each monthly meeting of the Board of Directors, answering questions and discussing a vision for our long-term fiscal health.

Goal #2 *Every month I will collaborate with MYA staff and Educational Partners to increase the % of students meeting the Alternative Metrics for Charter Renewal in the DASS MOU with MEUSD that states "In accordance with Education Code Section 47607(c)(7), when reviewing the Charter School's renewal petition, the District shall consider the following as "alternative metrics" applicable to Charter School based upon the student population served:"*

Evaluation of Goal #2: Mr. Dobson works closely with MY Academy staff to adopt a curriculum that will engage students, interest them, and help them meet their personal and academic goals. Accordingly, the curriculum is designed and delivered with the intention of providing a learning experience that will set students up for success.

Goal #2 - Link to Evidence of Goal 2

Goal #3 *Every month I will collaborate with MYA staff, Educational Partners, and community agencies throughout San Diego County to increase student enrollment by 10%, focusing on high-risk student groups having Dashboard Alternative School Status (DASS).*

Goal #3 Link to Evidence of Goal 3

Evaluation of Goal #3: Mr. Dobson has built a wonderful working relationship with community agencies, including the local Native American tribes, to engage, and support all students to build their self-esteem and to prepare them for successful careers and for life in general.

Overall Summary:

The Board of Directors is grateful to Mr. Dobson for his tireless dedication to the students and community of MY Academy. In his tenure as Interim Director, Mr. Dobson has set MY Academy on course that will truly, positively impact the lives of students who've looked for a second opportunity to earn a diploma and to begin their lives anew. We look forward to working with Mr. Dobson for many years and support his efforts to receive his California Administrative Credential.

Bill Hall

William Hall
Board President

Mike Humphrey

Michael Humphrey
Board Vice President

Coversheet

School Highlights from March and April 2026, presented by Daniel Espinoza, School Psychologist/Program Manager

Section: X. Correspondence/Proposals/Reports
Item: A. School Highlights from March and April 2026, presented by Daniel Espinoza, School Psychologist/Program Manager
Purpose: FYI
Submitted by:
Related Material: School Highlights - March & April 2026 (with project links).pdf

MOTIVATED YOUTH ACADEMY

Enrollment

School Highlights | March-April 2026

2025-2026 Enrollment (as of 04/30/2026)
Total Enrolled - 355

Track E
July 1, 2025 - April 30, 2026
- 0 Enrolled
  - 0 - Imperial County
  - 0 - Orange County
  - 0 - Riverside County
  - 0 - San Diego County

Track F
August 25, 2025 - April 30, 2026
- 251 Enrolled
  - 15 - Imperial County
  - 10 - Orange County
  - 35 - Riverside County
  - 191 - San Diego County

Track G
September 23, 2025 - April 30, 2026
- 98 Enrolled
  - 6 - Imperial County
  - 5 - Orange County
  - 20 - Riverside County
  - 67 - San Diego County

Important Dates

- MYA Board Meeting: Thursday, May 14, 2026, from 9:00 – 10:00 am



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

- Develop the engagement of Educational Partners in Continuous School Improvement
- Monitor progress on the implementation of the Schoolwide Action Plan
- Review the action plan frequently during the school year
- Celebrate all that has been accomplished

Organization for Student Learning:

Vision, Leadership, Resources and Professional Learning



MY Academy Staff Participated In:

California Charter Schools Association (CCSA)
- CalSTRS Advocacy: Latest Updates

Charter Impact
- Restructure Ripple: How Talent and Finance Decisions Shape Every Corner of Your School (Virtual)

Charter School Development Center (CSDC)
- Advocacy Affinity Group (Virtual)
- Budget, Policy, and Leadership Update: CalSTRS, State/Federal Budget, and More (Virtual)
- CBO Trainings (Virtual)
- Leadership Intensive Mentor Meeting (Virtual)

San Diego County Office of Education (SDCOE)
- Careers in Education Job Fair 2026
- LCAP Writing and Support Session (In Person)
- LCAP Withholding Webinar for Charter Schools (Virtual)

Young, Minney, and Corr (YM&C)
- Your Texts Are Showing: PRA Proof Your School (Virtual)

Vision and Mission

Shared by Director, Mr. Dobson:

MY Academy's commitment to students does not end at graduation; it evolves. Rooted in the belief that everyone belongs and that the journey continues beyond the classroom, MYA staff remain a steady, compassionate presence in the lives of alumni as they navigate the complexities of post graduation life.

Jani, a June 2025 graduate, reflects this ongoing commitment. Like many young adults, she experienced the ups and downs that can come after high school, including housing instability that made it difficult to stay connected. The diploma mailed to her was returned to MYA's office as she frequently relocated. But at MYA, we choose hope and practice servant leadership. Rather than letting distance become disconnection, staff persisted by reaching out, checking in, and continuing to extend a hand of support.

That persistence led to a meaningful moment. MYA staff personally delivered Jani's diploma, celebrating not just the achievement itself, but the resilience behind it. More importantly, this reconnection opened the door to continued partnership. Through listening, encouragement, and honoring her dreams, MYA staff continues to help Jani begin taking steps toward a career in a health related field.

This is what it means to celebrate the small things, recognizing that a hand delivered diploma is not just a document, but a symbol of belonging, accomplishment, and possibility. It reflects MYA's belief in academic excellence through many paths, and our commitment to walking alongside students as those paths unfold.

By staying connected, seeking feedback, and approaching every interaction with gratitude, MYA ensures that students like Jani are never alone in their journey. Graduation is not the end. It is a milestone in a lifelong relationship grounded in care, belief, and shared success.



Organization for Student Learning

Shared by Learning Facilitator, Ms. Chavers:

Ms. Sullivan and I had the opportunity to attend a community fair in Vista on March 11. We met many people who could benefit from our school, or who knew someone who could. The great thing is that I am the learning facilitator in Vista, so everyone interested had the chance to meet me. We connected with many individuals who could truly benefit from a school like MYA, and they seemed excited to get started!







Professional Learning and Capacity Building

Shared by Learning Facilitator, Ms. Andres:

On March 13–14, I had the privilege of attending the Native Ways of Knowing Literacy Training at the Marina Village Conference Center. This intensive, two-day experiential program provided a profound look into how we can better support K-12 readers by integrating the rich cultural traditions, beliefs, and sovereign histories of Native American people into our daily instruction.

The goal was to ensure that all K-12 students—and specifically Native youth—see their identities reflected and honored in the literature they encounter.

One of the most impactful aspects of this institute was the wealth of high-quality, authentic resources provided to participants.
To support our ongoing work, we received:
* Award-winning books authored and illustrated by Native American and Alaska Native creators.
* Native Ways of Knowing Book Guides and lesson plans built on an indigenized teaching framework.
* Place-based learning activities designed to connect students to the land and history around them.

The event was a beautiful example of community support. Hosted at no cost to participants, the training was made possible through federal Office of Indian Education grant funding, with significant support from the La Posta Band of Mission Indians and the Campo Band of Kumeyaay Indians.

This training is unique because it goes beyond "checking a box" for professional development. It builds real confidence in teaching about Native American cultures by emphasizing diversity and sovereignty.

By expanding our literary collections and adopting these new strategies, we are not just teaching literacy; we are honoring Indigenous voices and working toward improved literacy outcomes and a more inclusive school culture. I am honored to bring these "Ways of Knowing" back to our community to better serve all our students.

Most importantly, I am honored to have met amazing people!

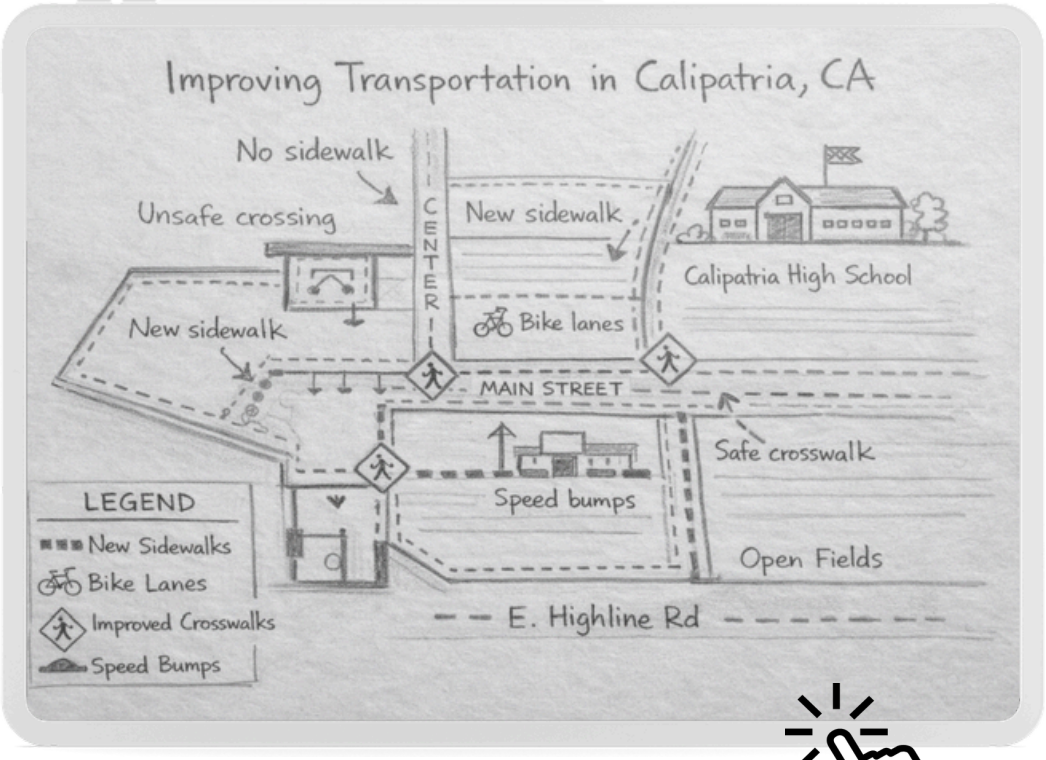




Rigorous and Relevant Curriculum

Shared by Learning Facilitator, Ms. Brock:

The student really enjoyed this assignment in which he identified a transportation problem in his community and proposed solutions that would benefit those who live there. Click below to view more.



Rigorous and Relevant Curriculum

Shared by Learning Facilitator, Ms. Brock:

By volunteering to remove invasive species at the Tijuana Estuary, our students moved beyond the classroom to engage in impactful "learning by doing." This service-learning project allowed students to apply our Science Competencies to real-world conservation and the study of human impacts on local biodiversity. Through this work, they demonstrated a mastery of environmental stewardship and core science concepts in a field setting. This initiative perfectly illustrates our rigorous and relevant curriculum by connecting academic standards with meaningful community action.





Rigorous and Relevant Curriculum

Shared by Learning Facilitator, Mr. Parks:

Students are removing invasive species at Tijuana Estuary.







Rigorous and Relevant Curriculum

Shared by Learning Facilitator, Ms. Hensley:

Our South Cluster community recently traded the classroom for the great outdoors! Students and Learning Facilitators gathered at the park for a high-energy day of Physical Fitness Testing. The event was a true team effort in a vibrant, collaborative environment. After successfully completing their fitness assessments, everyone celebrated their hard work with a well-earned pizza party! It was a fantastic day of sunshine, health, and community.

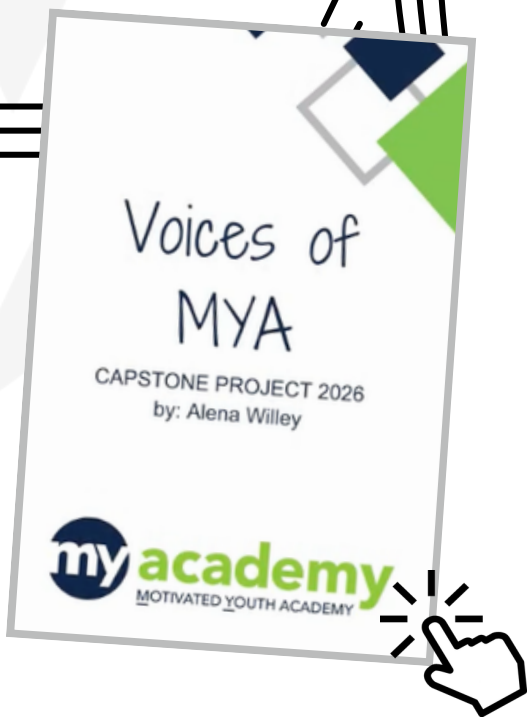


Effective Instruction and Student Engagement



Shared by Learning Facilitator, Ms. Shuster:

The student created a video capstone that demonstrates mastery of key competencies through a performance-based assessment. She applied academic knowledge, critical thinking, and real-world skills to produce a product aligned with schoolwide learner outcomes. She thought of the questions to ask and planned a time for everyone to meet and discuss them. She then made the interview date. Thanks to the help of staff member, Irene, some wonderful edits happened. Alena learned that she could utilize all MYA staff's help in this capstone. Click below to watch.

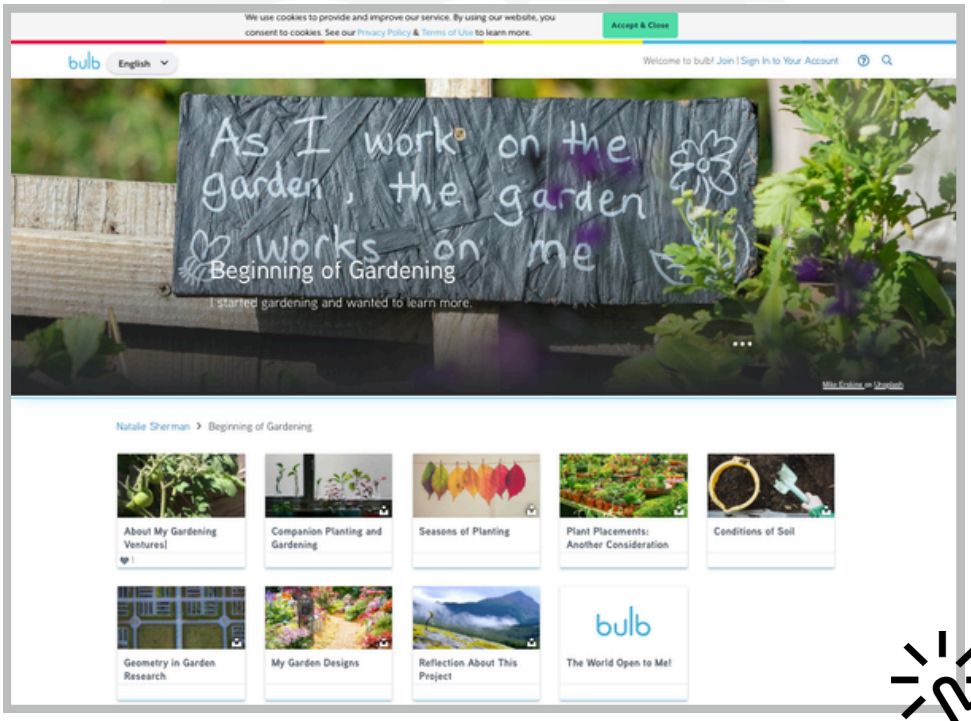


Effective Instruction and Student Engagement

Shared by Learning Support Specialist, Ms. Chromicz:

This 11th grade student joined MYA after a period of off-grid living. Last June, Natalie expressed a desire to grow a tomato plant during the school break. Her experience with that plant inspired her to investigate better ways to grow and protect plants. As part of her study of geometry, she chose research topics to help her design gardens that meet the needs of plants for sustainable nourishment, while providing visually appealing spaces for enjoyment. The richness of this experience prompted many deep discussions that gave her the opportunity to further develop her verbal communication skills.

Although she organized her research in tabs of a Google Doc, Natalie chose to embark on a new experience of presenting her work in a media format. She embraced creating interesting media content that might also encourage others to dive deeper into gardening. Her portfolio collection on Geometry and Gardening is only her first portfolio collection. She can retain this after she moves on from MYA and can continue creating new collections that interest her. Please enjoy her portfolio by navigating at the bottom of each page to the next. It was exciting to see Natalie develop a talent that has potential as a career. Click below to view.



Effective Instruction and Student Engagement

Shared by Learning Support Specialist, Ms. Brock:

South Cluster students and their families met MYA staff at Balboa Park to take advantage of Free Tuesdays. They engaged with exhibits in the Fleet Science Center and the Museum of Natural History while earning science credit.





Assessment and Continuous Improvement

MY Academy Staff Participated In:

PARSEC

- Insights Meeting



Shared by Learning Facilitator, Ms. Clark:

I have three students in an Earth Science class who expressed interest in studying volcanoes, as this phenomenon is not commonly experienced in California. They collaborated to create and label a diagram illustrating the parts of a volcano.



Assessment and Continuous Improvement

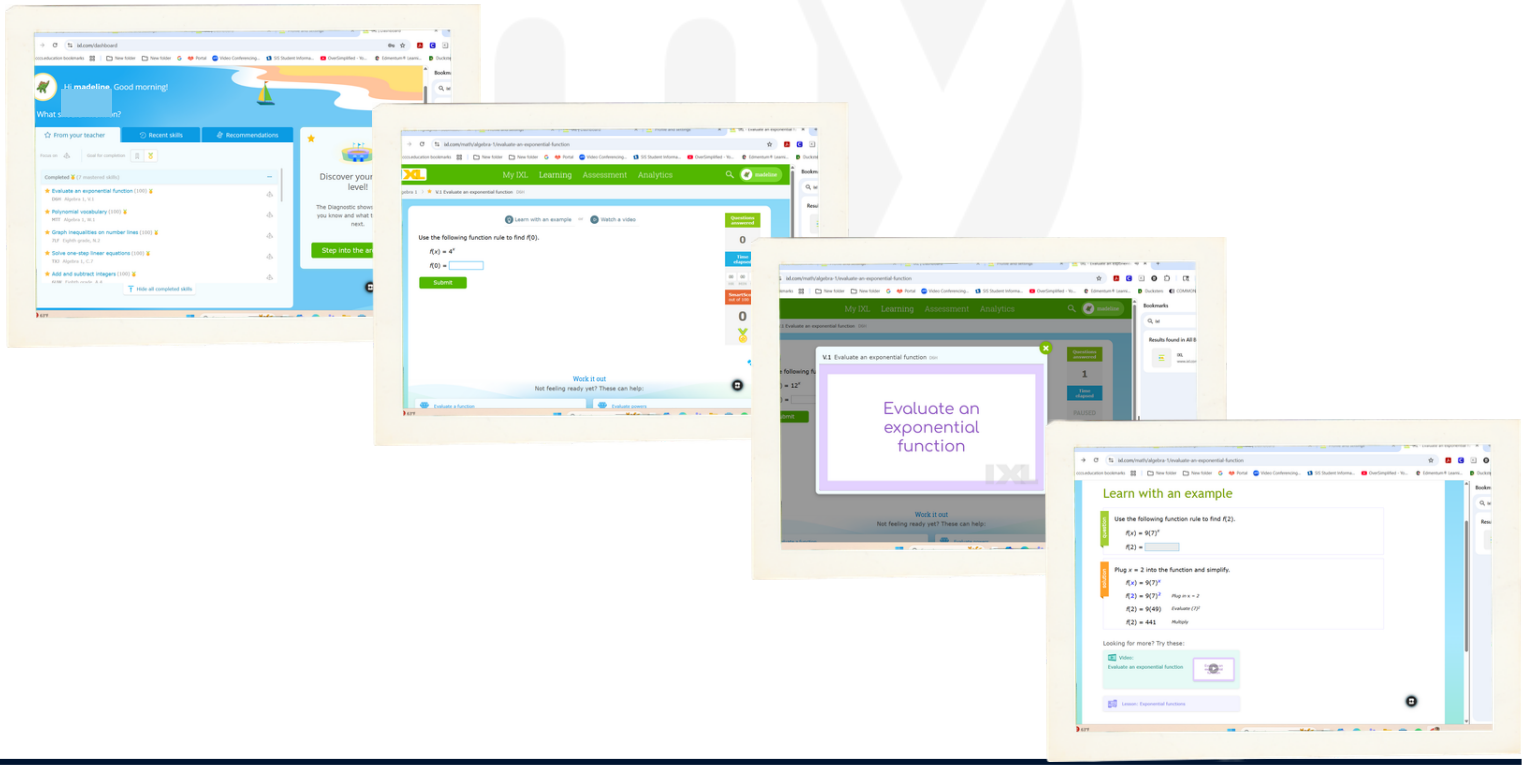
Shared by Learning Support Assistant - Special Education, Ms. Siegel:

This submission highlights a significant breakthrough for a student who previously struggled with Algebra and lacked confidence. Initially, the student demonstrated limited understanding of foundational concepts and required consistent support to complete basic problems.

Through the intentional use of varied instructional tools—including guided examples, scaffolded notes, and instructional videos—the student engaged in a structured learning process that emphasized repetition, modeling, and gradual accountability. Over time, she began independently taking organized notes, recognizing patterns in formulas, and accurately applying them to solve equations without assistance.

This process also supported reflective teaching practices, as instructional strategies were continuously refined to better meet the student's needs.

As a result, the student not only improved her ability to solve multi-step algebraic equations independently, but also experienced a notable increase in confidence and academic engagement. This example demonstrates how intentional assessment, responsive instruction, and continuous improvement practices at MY Academy directly contribute to meaningful student growth and achievement.



Inclusive School Culture

Shared by Learning Facilitator, Ms. Strauss:

After meeting with two students, they decided to play chess. They were comfortable around each other and willing to play chess against each other. Both were very cordial and played as if they were old friends. MY Academy promotes this positive and accepting culture where students feel at ease around each other. It was great to see the camaraderie that has built over the last two years of bumping into each other in between meetings, during one-on-one meetings and at various meet ups. These two students felt respected and safe to express themselves, whether it is at winning or losing a game or two of chess.





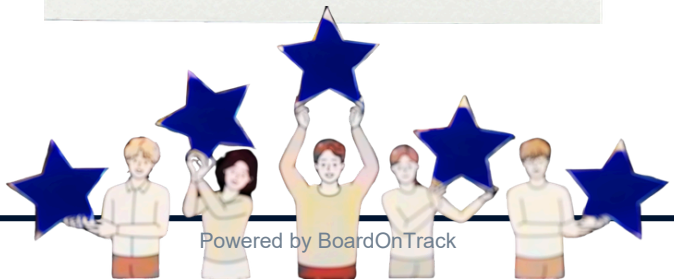


Inclusive School Culture

Shared by Office Assistant - Community Programs, Ms. Bravo:

MYA successfully participated in the Arena TAY Center resource fair in Riverside County, establishing valuable community partnerships and connections. We were pleased to reconnect with a recent MYA graduate who is continuing to thrive in their post-graduation journey. We appreciate the Arena TAY Center's invitation to participate in this well-attended community event.





Inclusive School Culture

Shared by Learning Facilitator, Ms. Strauss:

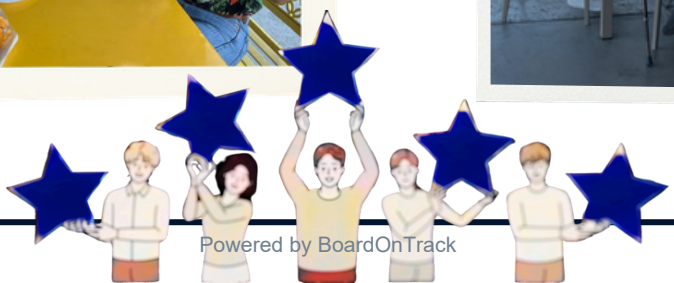
Students in Ramona came together over some sandwiches, chips, and cookies at Jersey Mike's at the Spring Meet-up on Thursday, March 26th. Staff, students and educational partners were able to meet and talk. We had a wonderful discussion about perspectives and having hope given the current climate, amongst other topics. One of the students commented that he enjoyed the discussion and felt like he was a participant and not just a listener. He enjoyed sharing his thoughts and ideas as well as hearing from others. This is an example of how MY Academy promotes a positive and respectful culture for all. Some of the topics that became part of the discussion can be sensitive and draw out the extreme passion in some. However, everyone was patient and respectful of each others' opinions and viewpoints. It was an engaging and informative discussion. All left that evening with stomachs filled and minds invigorated and stretched.







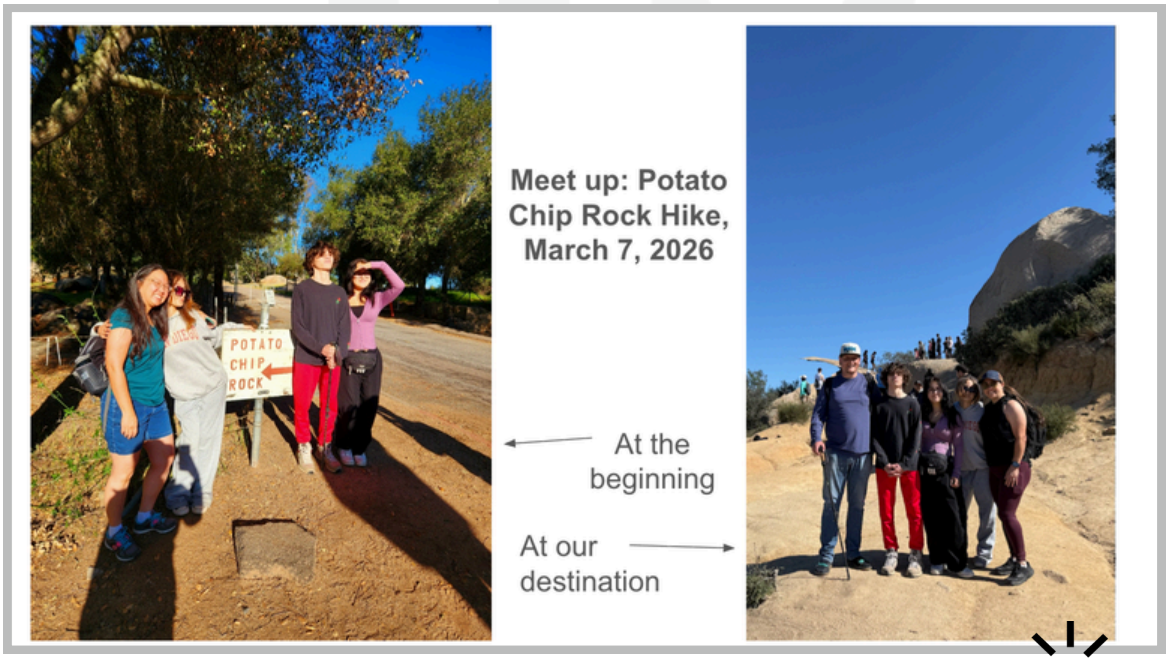




Inclusive School Culture

Shared by Learning Facilitator, Ms. Strauss:

On March 7th, students and parents met up to go on a hike to Potato Chip Rock. It was a great time for students and parents to get to know each other better and enjoy being in the outdoors. We took pictures, talked and laughed together, creating an atmosphere of trust and respect. Students felt valued and a sense of belonging. It was a great day to hike as the sun was out but not scorching and the skies were blue with some cloud here and there in the distance. At the destination, one could see downtown San Diego and even, the ocean. We were mesmerized by the beauty that surrounded us and grateful to be in each other's company. Click below to view more.





College and Career Readiness

Shared by Learning Facilitator, Ms. Hensley:

Students and Learning Facilitators visited the Metro Career Center to jump-start their professional futures. Each student met one-on-one with the Youth Employment Opportunity Program to map out career goals and consulted with a representative from the Possibility Project regarding paid internships in their fields of interest. Students left the center feeling supported, motivated, and ready to take on the future!







College and Career Readiness

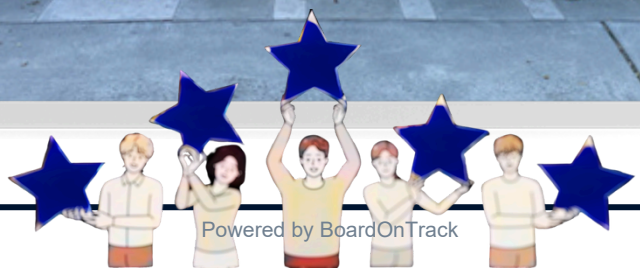
Shared by Learning Facilitator, Ms. Fredericks:

Students from the North and West clusters recently visited California State University San Marcos for an exciting and memorable campus experience. During the visit, students toured the beautiful campus, explored several academic departments, and learned about the many opportunities available to them as future college students.

They had the chance to hear about different majors, campus resources, and student life, helping them better understand what college can offer. For many students, this experience made college feel more real and within reach.

Overall, the visit sparked curiosity, inspired new goals, and encouraged students to start thinking about their futures beyond high school.





College and Career Readiness

Shared by Office Assistant - Community Programs, Ms. Bravo:

This week, MYA successfully connected with students and supported their attendance at the Metro Career Center, where meetings are held twice a month.

During these sessions, students were also connected with the Possibility Project, providing them with opportunities to explore potential career pathways after high school. MYA looks forward to continuing to empower students as they plan for their futures.





College and Career Readiness

Shared by Learning Facilitator, Mr. Parks:

To prepare for a career as a professional photographer, a dedicated student at My Academy is gaining hands-on experience through the ACMA Media Arts Academy. During her time there, she has already expanded her creative horizons by collaborating on a cross-school podcast. The following photograph captures her work during a recent food event, showcasing her growing talent and technical skill. Click to the right to view more.



Shared by Learning Facilitator, Ms. Hensley:

Our students and Learning Facilitators recently toured Southwestern College to explore post-graduation pathways. The visit was a resounding success; several students shared that they are already planning to enroll this fall!



College and Career Readiness

Shared by Learning Facilitator, Ms. Andres:

Visions of Tomorrow: Students Map Their Future Through Art

What does the future look like through the eyes of a student? At MY Academy, we recently explored this question through a creative "Future Self" art project. Students were challenged to look five years into the horizon and visualize who they want to be, the careers they hope to pursue, and the personal milestones they aim to achieve.

From Individual Dreams to a Collective Vision
The activity began as a personal reflection. Students used various artistic media to represent their aspirations—some drew themselves in professional uniforms, others used abstract colors to represent the "energy" of their future success, and many included symbols of the hobbies and passions they hope to cultivate by 2031.

To emphasize that our individual journeys are supported by a shared community, these diverse pieces of art were brought together into a single, vibrant **collage**.

A Framed Legacy
The final transformation occurred when the collage was officially framed. This wasn't just about preserving paper; it was about honoring the goals of our students. By framing their collective "Future Selves," we created a permanent visual testament to their potential.

This framed masterpiece now stands as a daily inspiration, reminding every student that their future is a work of art currently in progress.

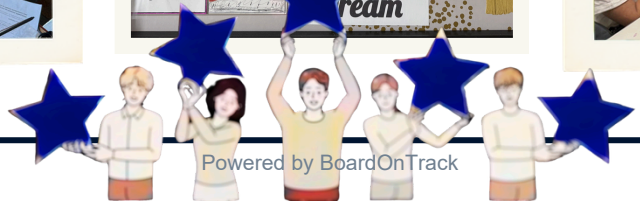
"Seeing my artwork next to my classmates' made me realize that while we all have different paths, we are all moving forward together." — *Participating Student*











Coversheet

Financial Update Presented by Jason Sitomer, Head of Client Finance, Charter Impact

Section: X. Correspondence/Proposals/Reports
Item: B. Financial Update Presented by Jason Sitomer, Head of Client Finance, Charter Impact
Purpose: FYI
Submitted by:
Related Material: Financial Update - Mar 2026 - Charter Impact.pdf

CHARTER IMPACT

Motivated Youth Academy

March 2026 Financials

5/14/2026 Board Meeting

Highlights

- The largest variance this month is a positive increase due to 14.17 more in ADA.
- CSI funding for FY26-27 has increase by $282K and is projected to be at $754K.
- ADA is now projected at 316.56 (+14.17) and aligns with the official P-2 Data.
- The Days cash on hand is now projecting at 118 days and includes a June deferral.
- Revenues added $239K vs 2nd Interim projections & is this month's big variance.
- Expenses are trending $60K lower but overall remain close to prior projections.
- The year-end surplus is forecasting at $954K and increased by $300K for March.

Compliance and Reporting

- 16.01 : 1 Pupil to Teacher – compliant
- 40/80 currently supports a 70% funding determination & is less than 1% shy of an 85% FD. FY25-26 is NOT a funding determination year.

Pupil:Teacher Ratio
16.01 : 1

Cert.	Instr.
46.6%	69.2%
424,412	(700,741)

Revenue

- Revenues are now forecasting at $6.47M & increased by $239K due to added ADA.
- State Aid Revenue added $226K from the 14.17 increase in ADA and is at $5.17M.
- Federal Revenues remain unchanged this month and at $588K.
- Other State Revenue increased by $14K from AB602 & Lotto funds and is at $698K.
- Other Local Revenue remains projecting at $13K this month.

	Year-to-Date			*Annual/Full Year*		
	Actual	**Budget**	**Fav/(Unf)**	**Forecast**	**Budget**	**Fav/(Unf)**
Revenue						
State Aid-Rev Limit	$ 3,241,195	$ 2,482,716	$ 758,480	$ 5,171,653	$ 4,377,821	$ 793,832
Federal Revenue	17,435	307,012	(289,577)	588,360	584,581	3,779
Other State Revenue	347,098	337,732	9,366	698,401	676,944	21,457
Other Local Revenue	11,376	4,971	6,405	12,752	6,450	6,302
Total Revenue	**$ 3,617,104**	**$ 3,132,430**	**$ 484,674**	**$ 6,471,165**	**$ 5,645,796**	**$ 825,369**

Expenses

- Expenses are forecasting at $5.51M and are $60K less than 2nd Interim.
- Personnel costs are $77K lower and mostly due to savings on the Benefits side.
- Operational costs increased by $17K and are mostly from the following line items:
  - Books & Supplies - $4K less mainly in lower Office Expenses.
  - Sub-agreement Services – $10K more in Specialized SPED Therapy costs.
  - Pro/Consulting Services – $11K more in JD Learning Partners PD.
  - Expenses remain trending close to 2nd Interim projections.

	Year-to-Date			*Annual/Full Year*		
	Actual	**Budget**	**Fav/(Unf)**	**Forecast**	**Budget**	**Fav/(Unf)**
Expenses						
Certificated Salaries	$ 1,569,480	$ 1,724,588	$ 155,109	$ 2,206,307	$ 2,334,805	$ 128,498
Classified Salaries	635,703	584,086	(51,617)	896,498	782,950	(113,547)
Benefits	709,268	817,496	108,227	1,016,689	1,095,942	79,253
Books and Supplies	207,881	200,437	(7,444)	302,568	276,386	(26,182)
Subagreement Services	42,225	137,265	95,040	215,339	215,274	(65)
Operations	112,431	121,125	8,694	178,627	161,500	(17,127)
Facilities	25,041	32,850	7,809	40,345	43,800	3,455
Professional Services	396,480	461,965	65,485	660,523	625,363	(35,160)
Total Expenses	**$ 3,698,510**	**$ 4,079,813**	**$ 381,303**	**$ 5,516,897**	**$ 5,536,021**	**$ 19,124**

Fund Balance

- The year-end surplus is at $954K & is 17.30% of total expenses.
- The fund balance is projecting at 43.1% of annual expenses.
- LEA's financials remain positive & healthy for the March close.

	Year-to-Date			*Annual/Full Year*		
	Actual	**Budget**	**Fav/(Unf)**	**Forecast**	**Budget**	**Fav/(Unf)**
Total Surplus(Deficit)	**$ (81,406)**	**$ (947,383)**	**$ 865,977**	**$ 954,268**	**$ 109,775**	**$ 844,493**
Beginning Fund Balance	1,422,277	1,422,277		1,422,277	1,422,277	
Ending Fund Balance	**$ 1,340,871**	**$ 474,895**		**$ 2,376,545**	**$ 1,532,052**	
As a % of Annual Expenses	*24.3%*	*8.6%*		*43.1%*	*27.7%*	

Appendices

- Monthly Cash Flow / Forecast 25-26
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- Check Register
- AP Aging
- Compliance Reminders

FY25-26 Motivated Youth Academy

Monthly Cash Flow/Forecast FY25-26

Revised 4/22/2026

Actuals Through: N

ADA = 316.56

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Revenues																**ADA =**	**296.67**
State Aid - Revenue Limit																	
	LCFF - New Grade	-	-	-	-	-	-	-	-	-					**-**	-	-
	LCFF - Continuing Charters	181,072	181,072	325,929	325,929	325,929	325,929	325,929	448,009	448,009	448,009	448,009	448,009	144,845	**4,376,679**	3,644,449	732,230
8011	LCFF State Aid	181,072	181,072	325,929	325,929	325,929	325,929	325,929	448,009	448,009	448,009	448,009	448,009	144,845	**4,376,679**	3,644,449	732,230
8012	Education Protection Account	-	-	13,327	-	-	13,326	-	-	18,660	-	-	-	17,999	**63,312**	59,334	3,978
8019	State Aid - Prior Year	-	-	-	-	-	-	-	105	-	-	-	-	-	**105**	-	105
8096	In Lieu of Property Taxes	-	-	-	-	209,420	-	-	98,550	-	70,598	70,598	70,598	211,793	**731,557**	674,038	57,519
		181,072	181,072	339,256	325,929	535,349	339,255	325,929	546,664	466,669	518,607	518,607	518,607	374,637	**5,171,653**	**4,377,821**	**793,832**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	36,510	**36,510**	36,510	-
8290	Title I, Part A - Basic Low Income	-	-	15,123	-	-	365	-	-	-	-	-	-	46,463	**61,951**	58,401	3,550
8291	Title II, Part A - Teacher Quality	-	-	1,947	-	-	-	-	-	-	-	-	-	5,833	**7,780**	7,551	229
8296	Other Federal Revenue	-	-	-	-	-	-	-	-	-	120,530	-	-	361,589	**482,119**	482,119	-
		-	-	17,070	-	-	365	-	-	-	120,530	-	-	450,395	**588,360**	**584,581**	**3,779**
Other State Revenue																	
8311	State Special Education	-	-	-	22,516	20,264	20,264	40,528	20,264	-	31,290	31,290	31,290	62,580	**280,285**	262,675	17,611
8520	Child Nutrition	-	-	-	-	-	-	-	-	-	1,686	1,686	1,686	3,372	**8,430**	16,497	(8,067)
8550	Mandated Cost	-	-	-	-	14,125	-	-	-	-	-	-	-	-	**14,125**	12,388	1,737
8560	State Lottery	-	-	-	-	-	-	22,968	-	23,907	16,286	-	-	23,259	**86,421**	80,991	5,430
8598	Prior Year Revenue	-	739	3,839	-	770	-	(3,939)	-	-	-	-	-	-	**1,409**	-	1,409
8599	Other State Revenue	-	-	-	-	-	-	100,000	-	60,852	73,313	2,036	2,036	69,493	**307,730**	304,394	3,336
		-	739	3,839	22,516	35,159	20,264	159,557	20,264	84,760	122,576	35,012	35,012	158,703	**698,401**	**676,944**	**21,457**
Other Local Revenue																	
8660	Interest Revenue	2,795	2,042	1,721	423	-	880	1,475	1,453	-	-	165	167	-	**11,119**	2,000	9,119
8698	ASB Fundraising	-	-	-	-	-	-	-	-	-	522	522	-	-	**1,045**	4,450	(3,405)
8699	School Fundraising	338	250	-	-	-	-	-	-	-	-	-	-	-	**588**	-	588
		3,133	2,292	1,721	423	-	880	1,475	1,453	-	522	687	167	-	**12,752**	**6,450**	**6,302**
Total Revenue		**184,205**	**184,103**	**361,886**	**348,868**	**570,508**	**360,764**	**486,961**	**568,382**	**551,429**	**762,235**	**554,306**	**553,785**	**983,736**	**6,471,165**	**5,645,796**	**825,369**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	53,648	131,099	134,547	147,838	127,356	120,082	120,070	120,597	135,068	145,798	148,298	155,798	-	**1,540,199**	1,728,464	188,265
1175	Teachers' Extra Duty/Stipends	877	2,136	2,123	2,123	1,755	1,882	1,882	1,882	2,495	3,394	3,394	27,436	-	**51,378**	15,500	(35,878)
1200	Pupil Support Salaries	24,156	26,567	26,567	26,786	26,594	28,491	26,567	26,567	26,567	26,426	26,426	26,426	-	**318,139**	317,109	(1,030)
1300	Administrators' Salaries	23,190	23,291	25,190	25,505	25,190	25,190	25,190	25,223	25,190	24,478	24,478	24,478	-	**296,591**	273,732	(22,859)
		101,872	183,093	188,426	202,253	180,894	175,645	173,708	174,269	189,320	200,095	202,595	234,137	-	**2,206,307**	**2,334,805**	**128,498**
Classified Salaries																	
2100	Instructional Salaries	25,981	26,824	36,536	33,299	29,819	36,504	44,083	42,239	43,460	45,720	45,720	45,720	-	**455,904**	202,147	(253,757)
2200	Support Salaries	30,790	31,183	31,362	31,529	30,237	31,537	31,323	30,587	31,560	31,326	31,326	31,326	-	**374,086**	580,804	206,718
2400	Clerical and Office Staff Salaries	4,868	5,867	6,169	1,452	3,191	3,490	3,404	3,934	4,474	9,886	9,886	9,886	-	**66,508**	-	(66,508)
		61,639	63,874	74,067	66,280	63,246	71,532	78,810	76,760	79,494	86,931	86,931	86,931	-	**896,498**	**782,950**	**(113,547)**
Benefits																	
3101	STRS	19,338	34,578	35,712	35,244	33,082	32,302	19,289	32,532	35,858	39,688	40,183	46,440	-	**404,245**	445,948	41,703
3301	OASDI	3,892	4,329	5,047	5,498	4,338	4,928	5,126	4,742	4,946	5,756	5,756	5,756	-	**60,116**	48,543	(11,573)
3311	Medicare	2,375	3,513	3,760	3,964	3,506	3,558	3,597	3,542	3,833	4,357	4,395	4,874	-	**45,274**	45,207	(66)
3401	Health and Welfare	37,963	22,955	27,252	42,581	30,808	50,530	31,232	33,652	32,692	35,250	35,250	33,750	-	**413,915**	393,750	(20,165)
3501	State Unemployment	123	312	148	166	68	499	3,484	488	328	1,371	1,371	1,871	-	**10,227**	25,313	15,085
3601	Workers' Compensation	8,619	(3,273)	746	13,874	-	-	746	746	746	9,207	6,744	6,606	-	**44,761**	43,649	(1,113)
3901	Other Benefits	2,582	2,355	(359)	7,347	(4,155)	2,637	2,876	2,656	3,417	6,010	6,063	6,723	-	**38,152**	93,533	55,381
		74,892	64,769	72,305	108,673	67,646	94,454	66,350	78,358	81,821	101,639	99,762	106,020	-	**1,016,689**	**1,095,942**	**79,253**
Books and Supplies																	
4100	Textbooks and Core Curricula	-	-	-	-	-	-	-	-	-	2,580	1,510	1,380	-	**5,470**	6,400	930
4302	School Supplies	-	-	-	-	-	15	-	-	-	9,000	6,912	6,500	-	**22,427**	22,429	2
4305	Software	113,508	4,905	5,284	14,793	1,668	12,505	10,125	3,263	7,197	7,123	7,123	7,123	-	**194,618**	146,160	(48,458)
4310	Office Expense	169	4,174	1,294	5,446	1,030	596	194	1,138	412	7,558	7,558	7,558	-	**37,128**	56,900	19,772
4311	Business Meals	100	1,468	815	1,432	475	95	-	50	1,116	958	958	958	-	**8,427**	8,000	(427)
4400	Noncapitalized Equipment	-	151	2,263	1,652	-	-	-	2,358	-	3,575	5,000	5,000	-	**19,999**	20,000	1
4700	Food Services	-	-	-	-	3,547	1,158	1,095	1,284	1,105	2,404	2,704	1,204	-	**14,500**	16,497	1,997
		113,777	10,698	9,656	23,323	6,720	14,370	11,414	8,093	9,830	33,199	31,766	29,724	-	**302,568**	**276,386**	**(26,182)**
Subagreement Services																	
5102	Special Education	-	-	7,501	809	4,039	5,635	6,731	7,346	9,209	9,478	8,978	9,478	-	**69,204**	54,600	(14,604)
5104	Transportation	-	-	-	-	-	-	-	-	-	1,067	1,067	1,067	-	**3,200**	6,000	2,800
5106	Other Educational Consultants	-	-	-	954	-	-	-	-	-	43,800	47,790	47,790	-	**140,335**	149,774	9,440
5107	Instructional Services	-	-	-	-	-	-	-	-	-	867	867	867	-	**2,600**	4,900	2,300
		-	-	7,501	1,763	4,039	5,635	6,731	7,346	9,209	55,211	58,701	59,201	-	**215,339**	**215,274**	**(65)**
Operations and Housekeeping																	
5201	Auto and Travel	765	2,155	1,242	8,234	1,887	10	549	1,023	6,860	3,142	2,292	2,142	-	**30,300**	20,000	(10,300)
5300	Dues & Memberships	4,652	1,270	-	(636)	1,324	-	835	-	-	2,993	2,329	2,329	-	**15,095**	15,200	105
5400	Insurance	6,480	1,786	1,786	1,786	1,786	1,786	1,786	1,816	1,816	10,051	4,242	4,242	-	**39,363**	40,400	1,037

FY25-26 Motivated Youth Academy

Monthly Cash Flow/Forecast FY25-26

Revised 4/22/2026

Actuals Through: M

ADA = 316.56

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
5516	Miscellaneous Expense	-	-	-	-	-	-	-	-	-	850	850	850	-	**2,550**	3,200	650
5900	Communications	5,266	6,455	8,017	8,576	5,412	8,918	4,118	4,849	5,146	9,292	9,392	9,392	-	**84,832**	76,400	(8,432)
5901	Postage and Shipping	532	152	1,000	571	571	571	37	1,121	120	604	604	604	-	**6,487**	6,300	(187)
		17,694	11,818	12,045	18,531	10,981	11,285	7,325	8,809	13,941	26,931	19,708	19,558	-	**178,627**	**161,500**	**(17,127)**
Facilities, Repairs and Other Leases																	
5601	Rent	3,170	2,662	3,251	2,435	2,683	2,441	276	2,541	2,702	3,292	3,292	5,792	-	**34,536**	37,000	2,464
5602	Additional Rent	-	-	-	-	-	-	-	-	-	603	633	633	-	**1,870**	2,100	230
5604	Other Leases	320	320	320	320	320	320	320	320	320	353	353	353	-	**3,939**	4,700	761
		3,490	2,982	3,571	2,755	3,003	2,761	596	2,861	3,022	4,248	4,278	6,778	-	**40,345**	**43,800**	**3,455**
Professional/Consulting Services																	
5801	IT	6,448	6,590	408	16,646	8,187	7,170	7,345	7,330	7,555	10,050	10,050	12,050	-	**99,829**	103,200	3,372
5802	Audit & Taxes	-	-	2,066	3,255	11,357	-	-	-	-	6,083	6,483	6,483	-	**35,727**	36,500	773
5803	Legal	-	828	120	-	-	40	478	186	43	10,500	8,200	8,200	-	**28,593**	28,700	107
5804	Professional Development	1,650	375	1,399	1,911	7,925	315	575	-	11,410	2,050	2,050	2,050	-	**31,710**	17,700	(14,010)
5805	General Consulting	14,450	17,648	17,873	16,342	16,126	11,525	23,893	14,698	15,350	20,146	20,746	20,746	-	**209,541**	200,450	(9,091)
5806	Special Activities/Field Trips	-	-	-	-	-	-	-	270	-	8,100	7,812	7,812	-	**23,994**	24,756	762
5807	Bank Charges	26	25	221	26	26	27	26	25	26	174	75	75	-	**751**	900	149
5808	Printing	-	603	512	-	-	-	683	-	81	667	667	667	-	**3,879**	5,600	1,721
5809	Other taxes and fees	-	85	149	1,161	-	-	92	30	100	258	258	258	-	**2,392**	2,900	508
5810	Payroll Service Fee	(1)	-	-	-	-	-	-	-	-	604	604	604	-	**1,812**	25,500	23,688
5811	Management Fee	11,762	11,837	11,837	11,762	11,762	11,762	11,762	11,837	11,762	14,322	14,322	14,322	-	**149,048**	108,185	(40,863)
5812	District Oversight Fee	-	-	-	-	13,083	-	-	8,722	-	4,667	4,667	4,667	10,738	**46,545**	39,400	(7,144)
5813	County Fees	-	2,288	-	-	-	-	-	2,344	-	2,500	-	-	2,868	**10,000**	9,400	(600)
5814	SPED Encroachment	-	-	-	-	-	-	-	-	-	1,095	1,095	1,095	7,802	**11,088**	10,471	(616)
5815	Public Relations/Recruitment	-	57	250	(150)	100	-	-	-	-	1,786	1,786	1,786	-	**5,614**	11,700	6,086
		34,334	40,336	34,834	50,953	68,565	30,838	44,853	45,441	46,326	83,002	78,815	80,815	21,409	**660,523**	**625,363**	**(35,160)**
Depreciation																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
Total Expenses		**407,697**	**377,570**	**402,405**	**474,532**	**405,094**	**406,521**	**389,789**	**401,938**	**432,964**	**591,257**	**582,557**	**623,165**	**21,409**	**5,516,897**	**5,536,021**	**19,124**
Monthly Surplus (Deficit)		**(223,492)**	**(193,468)**	**(40,519)**	**(125,664)**	**165,413**	**(45,757)**	**97,172**	**166,444**	**118,465**	**170,978**	**(28,251)**	**(69,379)**	**962,327**	**954,268**	**109,775**	**844,493**
															17.3%		
Cash Flow Adjustments																	
Monthly Surplus (Deficit)		(223,492)	(193,468)	(40,519)	(125,664)	165,413	(45,757)	97,172	166,444	118,465	170,978	(28,251)	(69,379)	962,327	**954,268**		
Cash flows from operating activities																	
Depreciation/Amortization		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Public Funding Receivables		812,771	49,208	5,809	58,541	76,039	-	(9,544)	55,260	-	-	-	-	(983,736)	**64,348**		
Grants and Contributions Rec.		-	-	-	-	1,345	-	3,938	-	-	-	-	-	-	**5,283**		
Due To/From Related Parties		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Prepaid Expenses		87,018	28,504	-	(1,111)	(38,058)	38,423	(1,762)	1,763	(65,550)	-	-	-	-	**49,227**		
Other Assets		.	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable		(62,486)	-	-	-	-	115	(116)	(196)	196	-	-	-	21,409	**(41,078)**		
Accrued Expenses		(28,745)	(35,901)	7,755	21,240	(47,086)	(9,210)	3,706	(5,329)	21,895	-	-	-	-	**(71,675)**		
Other Liabilities		-	-	-	-	-	-	-	-	-	-	-	(200,000)	-	**(200,000)**		
Deferred Revenue		6,576	3,509	94,492	113,914	20,490	6,316	(95,198)	9,035	(30,899)	-	-	(295,110)	-	**(166,875)**		
Cash flows from investing activities																	
Purchases of Prop. And Equip.		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Notes Receivable		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																	
Proceeds from Factoring		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Payments on Factoring		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Proceeds(Payments) on Debt		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash		591,642	(148,148)	67,537	66,920	178,143	(10,113)	(1,804)	226,977	44,107	170,978	(28,251)	(564,489)				
Cash, Beginning of Month		1,186,219	1,777,861	1,629,713	1,697,250	1,764,170	1,942,313	1,932,200	1,930,396	2,157,373	2,201,480	2,372,458	2,344,207				
Cash, End of Month		**1,777,861**	**1,629,713**	**1,697,250**	**1,764,170**	**1,942,313**	**1,932,200**	**1,930,396**	**2,157,373**	**2,201,480**	**2,372,458**	**2,344,207**	**1,779,717**				

Cert.	Instr.
46.6%	69.2%
424,412	(700,741)

Pupil:Teacher Ratio
16.01 : 1

Days Cash
118

Motivated Youth Academy

Budget vs Actual

For the period ended March 31, 2026

CHARTER IMPACT

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
8011 - LCFF Revenue	$ 448,009	$ 406,430	$ 448,009	$ 2,887,807	$ 2,018,730	$ 869,077	$ 3,644,449
8012 - Economic Protection Account Funding	18,660	-	18,660	45,313	29,667	15,646	59,334
8019 - State Aid - Prior Year	-	-	-	105	-	105	-
8096 - In Lieu of Property Taxes	-	119,860	-	307,970	434,318	(126,348)	674,038
Total State Aid - Revenue Limit	466,669	526,290	466,669	3,241,195	2,482,715	758,480	4,377,821
Federal Revenue							
8181 - Federal Special Education - IDEA	-	-	-	-	-	-	36,510
8290 - Title I, Part A - Basic Low Income	-	-	-	15,488	58,401	(42,913)	58,401
8291 - Title II, Part A - Teacher Quality	-	-	-	1,947	7,551	(5,604)	7,551
8296 - Other Federal Revenue	-	-	-	-	241,060	(241,060)	482,119
Total Federal Revenue	-	-	-	17,435	307,012	(289,577)	584,581
Other State Revenue							
8311 - State Special Education - AB602	-	29,294	-	123,836	145,500	(21,664)	262,675
8520 - State - Child Nutrition	-	1,567	-	-	8,661	(8,661)	16,497
8550 - State - Mandated Cost Reimbursement	-	-	-	14,125	12,388	1,737	12,388
8560 - State - State Lottery	23,907	-	23,907	46,875	16,286	30,589	80,991
8598 - Prior Year Revenues	-	-	-	1,409	-	1,409	-
8599 - State - Other State Revenue	60,852	1,736	60,852	160,852	154,896	5,956	304,393
Total Other State Revenue	84,760	32,596	84,760	347,098	337,732	9,366	676,944
Other Local Revenue							
8660 - Interest Revenue	-	167	-	10,788	1,500	9,288	2,000
8699 - School Fundraising	-	490	-	588	3,471	(2,883)	4,450
Total Other Local Revenue	-	656	-	11,376	4,971	6,405	6,450
Total Revenue	**551,429**	**559,542**	**551,429**	**3,617,104**	**3,132,430**	**484,674**	**5,645,795**
Expenses							
Certificated Salaries							
1100 - Certificated Teachers' Salaries	135,068	152,775	135,068	1,090,306	1,270,139	(179,834)	1,728,464
1175 - Certificated Teachers' Extra Duties/Stipends	2,495	1,394	2,495	17,154	11,318	5,836	15,500
1200 - Certificated Pupil Support Salaries	26,567	26,426	26,567	238,862	237,832	1,030	317,109
1300 - Certificated Supervisors' and Administrators' Salaries	25,190	22,811	25,190	223,158	205,299	17,859	273,732
Total Certificated Salaries	189,320	203,405	189,320	1,569,480	1,724,588	(155,108)	2,334,805
Classified Salaries							
2100 - Classified Instructional Salaries	43,460	17,700	43,460	318,745	149,048	169,697	202,147
2200 - Classified Support Salaries	31,560	48,588	31,560	280,108	435,039	(154,930)	580,804
2400 - Clerical, Technical, and Office Staff Salaries	4,474	-	4,474	36,850	-	36,850	-
Total Classified Salaries	79,494	66,288	79,494	635,703	584,086	51,617	782,950
Benefits							
3101 - State Teachers' Retirement System, certificated positions	35,858	38,850	35,858	277,935	329,397	(51,462)	445,948
3301 - OASDI/Medicare/Alternative, certificated positions	4,946	4,110	4,946	42,847	36,213	6,634	48,543
3311 - Medicare certificated positions	3,833	3,911	3,833	31,647	33,476	(1,829)	45,207
3401 - Health and Welfare Benefits, certificated positions	32,692	32,813	32,692	309,665	295,313	14,353	393,750
3501 - State Unemployment Insurance, certificated positions	328	2,531	328	5,615	21,516	(15,900)	25,312
3601 - Workers' Compensation Insurance, certificated positions	746	3,776	746	22,204	32,321	(10,118)	43,649
3901 - Other Benefits, certificated positions	3,417	8,091	3,417	19,355	69,260	(49,905)	93,533
Total Benefits	81,821	94,081	81,821	709,269	817,495	(108,227)	1,095,942
Books & Supplies							
4100 - Textbooks and Core Curricula Materials	-	533	-	-	4,800	(4,800)	6,400
4302 - School Supplies	-	3,077	-	15	13,199	(13,184)	22,429
4305 - Software	7,197	12,180	7,197	173,248	109,620	63,628	146,160
4310 - Office Expense	412	4,742	412	14,453	42,675	(28,222)	56,900
4311 - Business Meals	1,116	667	1,116	5,552	6,000	(448)	8,000
4400 - Noncapitalized Equipment	-	2,743	-	6,424	11,770	(5,345)	20,000
4700 - Food Services	1,105	1,375	1,105	8,188	12,373	(4,184)	16,497
Total Books & Supplies	9,830	25,316	9,830	207,881	200,437	7,444	276,386
Subagreement Services							
5102 - Special Education	9,209	4,550	9,209	41,271	40,950	321	54,600
5104 - Transportation	-	500	-	-	4,500	(4,500)	6,000
5106 - Other Educational Consultants	-	20,545	-	954	88,140	(87,186)	149,774
5107 - Instructional Services	-	408	-	-	3,675	(3,675)	4,900

Motivated Youth Academy

Budget vs Actual

For the period ended March 31, 2026

Total Subagreement Services	9,209	26,003	9,209	42,225	137,265	(95,040)	215,274
Professional/Consulting Services							
5801 - IT	7,555	8,600	7,555	67,679	77,400	(9,722)	103,200
5802 - Audit and Tax	-	-	-	16,677	36,500	(19,823)	36,500
5803 - Legal	43	2,392	43	1,693	21,525	(19,832)	28,700
5804 - Professional Development	11,410	1,475	11,410	25,560	13,275	12,285	17,700
5805 - General Consulting	15,350	16,704	15,350	147,904	150,337	(2,434)	200,450
5806 - Special Activities	-	3,396	-	270	14,569	(14,299)	24,756
5807 - Bank Charges	26	75	26	427	675	(248)	900
5808 - Printing	81	467	81	1,879	4,200	(2,321)	5,600
5809 - Other Taxes and Fees	100	242	100	1,617	2,175	(558)	2,900
5810 - Payroll Service Fee	-	2,125	-	(1)	19,125	(19,126)	25,500
5811 - Management Fee	11,762	9,015	11,762	106,083	81,139	24,944	108,185
5812 - District Oversight Fee	-	4,870	-	21,804	22,478	(674)	39,400
5813 - LACOE Fees	-	-	-	4,632	4,700	(68)	9,400
5814 - SELPA Fees	-	1,025	-	-	5,092	(5,092)	10,471
5815 - Public Relations	-	975	-	257	8,775	(8,518)	11,700
Total Professional/Consulting Services	46,326	51,361	46,326	396,480	461,965	(65,484)	625,362
Facilities, Repairs & Other Leases							
5601 - Rent	2,702	3,083	2,702	22,161	27,750	(5,589)	37,000
5602 - Additional Rent	-	175	-	-	1,575	(1,575)	2,100
5604 - Other Leases	320	392	320	2,880	3,525	(645)	4,700
Total Facilities, Repairs & Other Leases	3,022	3,650	3,022	25,041	32,850	(7,809)	43,800
Operations & Housekeeping							
5201 - Auto and Travel Expense	6,860	1,667	6,860	22,725	15,000	7,726	20,000
5300 - Dues & Memberships	-	1,267	-	7,445	11,400	(3,955)	15,200
5400 - Insurance	1,816	3,367	1,816	20,829	30,300	(9,471)	40,400
5516 - Miscellaneous Expense	-	267	-	-	2,400	(2,400)	3,200
5900 - Communications	5,146	6,367	5,146	56,757	57,300	(543)	76,400
5901 - Postage and Shipping	120	525	120	4,674	4,725	(51)	6,300
Total Operations & Housekeeping	13,941	13,458	13,941	112,431	121,125	(8,694)	161,500
Total Expenses	**432,964**	**483,563**	**432,964**	**3,698,510**	**4,079,811**	**(381,301)**	**5,536,019**
Change in Net Assets	**118,465**			**(81,406)**			
Net Assets, Beginning of Period	**1,222,406**			**1,422,277**			
Net Assets, End of Period	**$ 1,340,871**			**$ 1,340,871**			

Motivated Youth Academy
Statement of Financial Position
For the period ended March 31,2026

	Current Balance	Beginning Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	$ 2,201,479	$ 1,186,219	$ 1,015,261	86 %
Accounts Receivable	35,253	40,536	(5,284)	(13) %
Public Funding Receivables	6,850	1,054,933	(1,048,083)	(99) %
Prepaid Expenses	71,306	120,531	(49,225)	(41) %
Total Current Assets	2,314,888	2,402,219	(87,331)	(4) %
Total Assets	**$ 2,314,888**	**$ 2,402,219**	**$ (87,331)**	**(4) %**
Liabilities				
Current Liabilities				
Accounts Payable	$ (290)	$ 62,196	$ (62,486)	(100) %
Accrued Liabilities	243,560	315,129	(71,674)	(23) %
Deferred Revenue	730,747	602,617	128,235	21 %
Total Current Liabilities	974,017	979,942	(5,925)	(1) %
Total Liabilities	**974,017**	**979,942**	**(5,925)**	**(1) %**
Net Asset	**1,340,871**	**1,422,277**	**(81,406)**	**(6) %**
Liabilities & Net Assets	**2,314,888**	**2,402,219**	**(87,331)**	**(4) %**

MY Academy Charter

Check Register

For the period ended March 31, 2026

CHARTER IMPACT

Check Number	Vendor	Transaction Description	Check Date	Check Amount
21276	California Schools VEBA	Insurance Svcs - Employee Benefits - 03/26	3/6/2026	$ 39,169.92
21277	Securian Life Insurance Company	Life Ins. - 03/26	3/6/2026	956.87
21278	TSW Therapy, Inc.	SpEd Svcs - 01/26	3/6/2026	1,742.00
21279	California Association for Leading Innovation in Education	Registration (1) - Spring 2026	3/13/2026	620.00
21280	Campo Cafe	Meals - 02/26	3/13/2026	1,104.98
21281	Law Office of Young, Minney & Corr. LLP	Legal Svcs - 02/26	3/13/2026	42.50
21282	Parsec Education, Inc.	License (1) - 07/01/24 - 06/30/27 - Year 3 2026 - 2027	3/13/2026	30,020.00
21283	San Diego County Office of Education	Fingerprint Svcs	3/13/2026	68.00
21284	Gallagher Benefit Services, Inc	FSA - 02/26	3/19/2026	30.00
21285	IXL Learning	License (1) - 1 Year	3/19/2026	681.25
21286	KRA Corporation	Consulting Svcs - 02/26	3/19/2026	6,099.64
21287	State of California Department of Justice	Fingerprint Svcs - 02/26	3/19/2026	32.00
21288	SchoolsFirst Plan Administration LLC	MYA 403b 03/10/26	3/25/2026	956.11
21289	Acacia HR Solutions	Consulting Svcs - 04/26	3/27/2026	5,100.00
21290	California Schools VEBA	Insurance Svcs - Employee Benefits - 04/26	3/27/2026	36,276.28
21291	Department of General Services	Contractor Badge - V Bravo	3/27/2026	20.00
21292	Department of General Services	Contractor Badge - H Sullivan	3/27/2026	20.00
322271620000386	Keyn Group, LLC	Anti-ware Software (50)	3/6/2026	200.00
322271620000387	Michael P. Humphrey	Stipend - Additional - 03/26	3/6/2026	1,100.00
322271620000388	William W. Hall	Stipend - Additional - 03/26	3/6/2026	1,100.00
322271620000389	Larry Albert Alvarado	Stipend - 03/26	3/6/2026	650.00
322271620000390	Peter Matz	Stipend - 03/26	3/6/2026	650.00
322271620000391	Steve Fraire	Stipend - 03/26	3/6/2026	650.00
322271620000392	Specialized Therapy Services, Inc.	SpEd Svcs - 01/26	3/6/2026	8,137.01
322271620000393	JD Learning Partners	Professional Development - 50%	3/6/2026	10,000.00
322271620000394	Charter Impact LLC	Business Mgmt Svcs - 03/26	3/6/2026	11,762.00
322271620000395	Keyn Group, LLC	Mileage	3/13/2026	153.35
322271620000396	Propio Language Services, LLC	SpEd Svcs - 02/26	3/13/2026	111.25
322271620000397	Alpha Vision Computers, Inc.	Backupify G-Suite - 03/26	3/13/2026	70.00
322271620000398	Forth and Sons	Web Svcs - 01/26	3/13/2026	50.00
322271620000399	R&B Communications	Communications Svcs - 02/26	3/19/2026	513.00
322271620000400	Amazon Capital Services	Office Supplies	3/19/2026	29.00
322271620000401	Keyn Group, LLC	License (115)	3/27/2026	7,817.50
322271620000402	Amazon Capital Services	Office Supplies	3/27/2026	44.32
322271620000403	Forth and Sons	Web Svcs - 03/26	3/27/2026	50.00
322271620000404	Renaissance Learning, Inc.	Subscription (200)	3/27/2026	3,244.00
ACH	AT&T	Communication Svcs - 02/26	3/2/2026	86.75
ACH	Chase	Service Charges	3/4/2026	25.90
ACH	Inova	Federal & State Tax Payments for Pay Date 031026	3/9/2026	7,932.07
ACH	Verizon Wireless	Communication Svcs - 02/02/26 - 03/01/26	3/17/2026	2,885.71
ACH	Chase	Chase Ink CC# 0904 Payment 03/26	3/19/2026	9,027.39
ACH	Verizon Wireless	Communication Svcs - 02/06/26 - 03/05/26	3/23/2026	230.22
ACH	Philadelphia Insurance Companies	Ins. 03/26 - Specialty School Umbrella	3/24/2026	1,786.16
ACH	Inova	Federal & State Tax Payments for Pay Date 032626	3/25/2026	37,948.01
ACH	Inova	Federal & State Tax Payments for Pay Date 032626	3/26/2026	1,712.40
ACH	AT&T	Communication Svcs - 03/26	3/31/2026	86.75
Voided - 21267	Void	Void	3/5/2026	Void
		Total Disbursements in March		**$ 230,992.34**

Motivated Youth Academy
60-Day Compliance Calendar
March 1, 2026

Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
FINANCE	May-15	**Extended Due Date - Form 990 -** The IRS Form 990 is the annual information return filed by most non-profit charter schools. The form should be reviewed and accepted by the Board prior to filing.	MYA/Audit firm	Yes	No	
FINANCE	Board approval before June 30	**Local Control and Accountability Plan -** The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs. The components of the LCAP for the 2026-2027 LCAP year must be posted as one document assembled in the following order: LCFF Budget Overview for Parents Plan Summary Engaging Educational Partners Goals and Actions Increased or Improved Services for Foster Youth, English Learners, and Low-income students Action Tables Instructions **The LCAP must be presented at the same public meeting as the budget, preceding the budget hearing.** **Local Indicators Report - Information Item** **LCAP Public Hearing** **Approval of the LCAP (Adoption)** **Approval of the Budget (Adoption)**	MYA with Charter Impact support	Yes	No	https://www.cde.ca.gov/re/lc/
FINANCE	Board approval before June 30	**Submit Preliminary Budget Plan to Authorizer -** Charter Schools are required to submit their annual budgets to their authorizer by the authorizer-imposed deadline. Authorizers then use the budget to determine if the Charter School has reasonable financial health to sustain operations**.** **The budget must be presented at the same public meeting as the LCAP, following the budget hearing.**	Charter Impact	Yes	No	https://www.cde.ca.gov/fg/sf/fr/calendar23district.asp
FINANCE	Board approval before June 30	**Education Protection Account (EPA) spending plan -** The governing board is required to approve a spending plan for EPA funds prior to recording allocable expenses for the year. This approval is not required by June 30th but is commonly approved during the annual budget adoption meeting for the upcoming year.	Charter Impact	Yes	No	https://www.cde.ca.gov/fg/aa/pa/pafaq.asp
FINANCE	Board approval before June 30	**Complete Consolidated Application reporting - Spring -** The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in May, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program.	Charter Impact with MYA support	Yes	No	https://www.cde.ca.gov/fg/aa/co/index.asp
FINANCE	Jun-20	**Certification of the Second Principal Apportionment -** The Principal Apportionment includes funding for the Local Control Funding Formula, which is the primary source of an LEA's general purpose funding; Special Education (AB 602); and funding for several other programs. The Second Principal Apportionment (P-2), certified by June 20, is based on the second period data that LEAs report to CDE in April and May. P-2 supersedes the P-1 Apportionment calculations and is the final state aid payment for the fiscal year ending in June.	FYI	No	No	https://www.cde.ca.gov/fg/aa/pa/
FINANCE	Jun-30	**Prop 28 Annual Certification -** Local educational agencies (LEAs) must annually certify that all funds will be used to provide arts education programs, among other assurances.	Charter Impact with MYA support	No	No	https://www8.cde.ca.gov/ams
DATA	Jun-30	**Principal Apportionment Data Collection** - End-of-Year ADA data must be reconciled and submitted to Charter School authorizers for funding purposes. All attendance data collected from the first day of school to June 30 must be included in this submission. Due dates may vary and are prescribed by the schools' authorizer. The Principal Apportionment includes funding for the Local Control Funding Formula, which is the primary source of an LEA's general purpose funding; Special Education (AB 602); Expanded Learning Opportunities Program; and funding for several other programs. The Principal Apportionment is a series of apportionment calculations that adjust the flow of state funds throughout the fiscal year as information becomes known.	Charter Impact with MYA support	No	Yes	https://www.cde.ca.gov/fg/aa/pa/index.asp
DATA	Jun-30	**English Language Proficiency Assessment** - Students must be reclassified as fluent English proficient (RFEP) on or before 6/30 per the school's reclassification criteria. Reclassification is the process whereby a student is reclassified from English learner (EL) status to Fluent English Proficient (RFEP) status. Reclassification can take place at any time during the academic year, immediately upon the student meeting all the criteria. General information on how to setup, monitor and report students' RFEP status can be found at the website within the Notes column.	MYA with Charter Impact support	No	No	https://www.cde.ca.gov/sp/el/rd/
OPERATIONS	Jun-30	**Approve school calendar and instructional minutes -** 180/175 days charter schools and are allowed to shorten instructional year by 5 days without fiscal penalty. Kindergarten ~ 600 hours; Grades 1-3 ~ 840 hours; Grades 4-8 ~ 900 hours; Grades 9-12 ~ 1080 hours	MYA with Charter Impact support	Yes	No	https://www.cde.ca.gov/fg/aa/pa/lcffitfaq.asp
FINANCE	Jun-30	**Executive School Leadership Review Evaluation –** The board of directors is responsible for hiring and establishing the compensation (salary and benefits) of the executive director by identifying compensation that is "reasonable and not excessive". The board conducting the review should document who was involved and the process used to conduct the review, as well as the disposition of the full board's decision to approve the executive director's compensation (minutes of a meeting are fine for this). The documentation should demonstrate that the board took the comparable data into consideration when it approved the compensation.	MYA	Yes	No	This is an IRS requirement for Executive Director positions. If needed, Charter Impact can provide data on comparable salaries for your organization's Board of Directors.

GOVERNANCE	Jun-30	**Review your Homeless Education Policy -** A Homeless Education Policy is used to ensure that your school is compliant with key provisions of the Education for Homeless Children and Youths Act. It is also used to collect the contact information for your required designated homeless liaisons at your school. All schools are required to establish a board approved Homeless Education Policy.	MYA	No	No	https://www.cde.ca.gov/sp/hs/cy/strategies.asp
GOVERNANCE	Jun-30	**Review your Parental Involvement Policy -** Every local educational agency (LEA) in California must have a parental involvement policy: Federal requirement (LEAs accepting Title I funds). State requirement (California Education Code [EC] for non-Title I schools. Parents must be involved in how the funds reserved for parental involvement will be allocated for parental involvement activities. Keep minutes and sign-in sheets documenting these discussions. The California Department of Education (CDE) reviews the Consolidated Application and Reporting System (CARS) to see if the required reservation has been made.	MYA	Yes	No	https://www.cde.ca.gov/sp/sw/t1/parentfamilyinvolve.asp
FINANCE	Jul-16	**Final Federal Expenditure Report (Special Education) -** Financial reporting for year-end actuals are due for SELPA members.	Charter Impact	No	No	https://charterselpa.org/Partner-Services/Business-Services/
DATA TEAM	Jul-31	**2025-26 Local Indicators Dashboard deadline** -The 2026 Dashboard reporting window will be open from June 3, 2026 through July 31, 2026. California School Dashboard Coordinators report their LEA's 2025–26 Local Indicators to the Dashboard on the myCDEconnect unified system. These are the local indicators that will be reported on the 2025 Dashboard. This includes reporting the date that the 2025 local indicator results were reported to the local governing board/body on or before July 1, 2026, at the same meeting at which the Local Control and Accountability Plan (LCAP) is adopted. If an LEA does not submit results within the reporting window, a performance rating of "Standard Not Met" or "Standard Not Met for Two or More Years," as applicable, will appear on the LEA's 2025 Dashboard. For further information regarding Dashboard Coordinators or local indicators, please contact the Local Agency Systems Support Office by email at LCFF@cde.ca.gov.	MYA	Yes	No	https://www.cde.ca.gov/ta/ac/cm/localindicators.asp
FINANCE	Jul-31	**Comprehensive Support and Improvement (CSI) Expenditure Reporting - 2025 Report 1 and 2024 Report 4 -** Actual expenditures for each performance period within the grant period shall be reported to the California Department of Education (CDE) as part of regular grant management and administration.	Charter Impact with MYA support	No	No	https://www.cde.ca.gov/sp/sw/t1/csileagrantrpt.asp
FINANCE	Jul-31	**Federal Cash Management - Period 1 -** The Title I, Part A; Title I, Part D, Subpart 2; Title II, Part A; Title III LEP; Title III Immigrant; and Title IV programs under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the ESSA, will utilize the Federal Cash Management program. Charter schools that are awarded a grant under any of these programs must submit the CMDC report for a particular quarter in order to receive an apportionment for that quarter; CDE will apportion funds to LEAs whose cash balance is below a certain threshold.	Charter Impact	No	No	https://www.cde.ca.gov/fg/aa/cm/
GOVERNANCE	Jul-31	**Annual review of organization's Fiscal Policies** - Board approved fiscal policies define the organization's financial operations and internal controls to ensure compliance with industry and government regulations. An annual review is recommended to ensure compliance with current procedures and annually updated regulations. If updates are necessary, revised policies may be documented and presented for Board approval.	MYA	Yes	No	
DATA TEAM	Aug-17	**CALPADS End-of-Year 1 and 2 certification deadline** - Course completion data for grades 7-12, CTE participants, concentrators, completers, program eligibility/participation, homeless student counts, student discipline, cumulative enrollment and student absence data must be submitted to CDE by 7/25/25, with an amendment deadline of 8/8/2025.	MYA with Charter Impact support	No	No	https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp

Coversheet

Presentation of Parsec Data

Section: X. Correspondence/Proposals/Reports
Item: C. Presentation of Parsec Data
Purpose: FYI
Submitted by: Bill Dobson
Related Material: Parsec x MY Academy Insights 2 2025-26.pdf

BACKGROUND:

This presentation, developed in partnership with Parsec Education, provides an overview of key trends in student outcomes at MY Academy, including credit completion, attendance, enrollment duration, and graduation pathways. The data highlights areas of growth, student engagement patterns, and outcomes over time to support ongoing data-informed decision making, school planning, and charter renewal.

RECOMMENDATION:

Fiscal Impact: None.

Insights 2

MAY 14, 2026

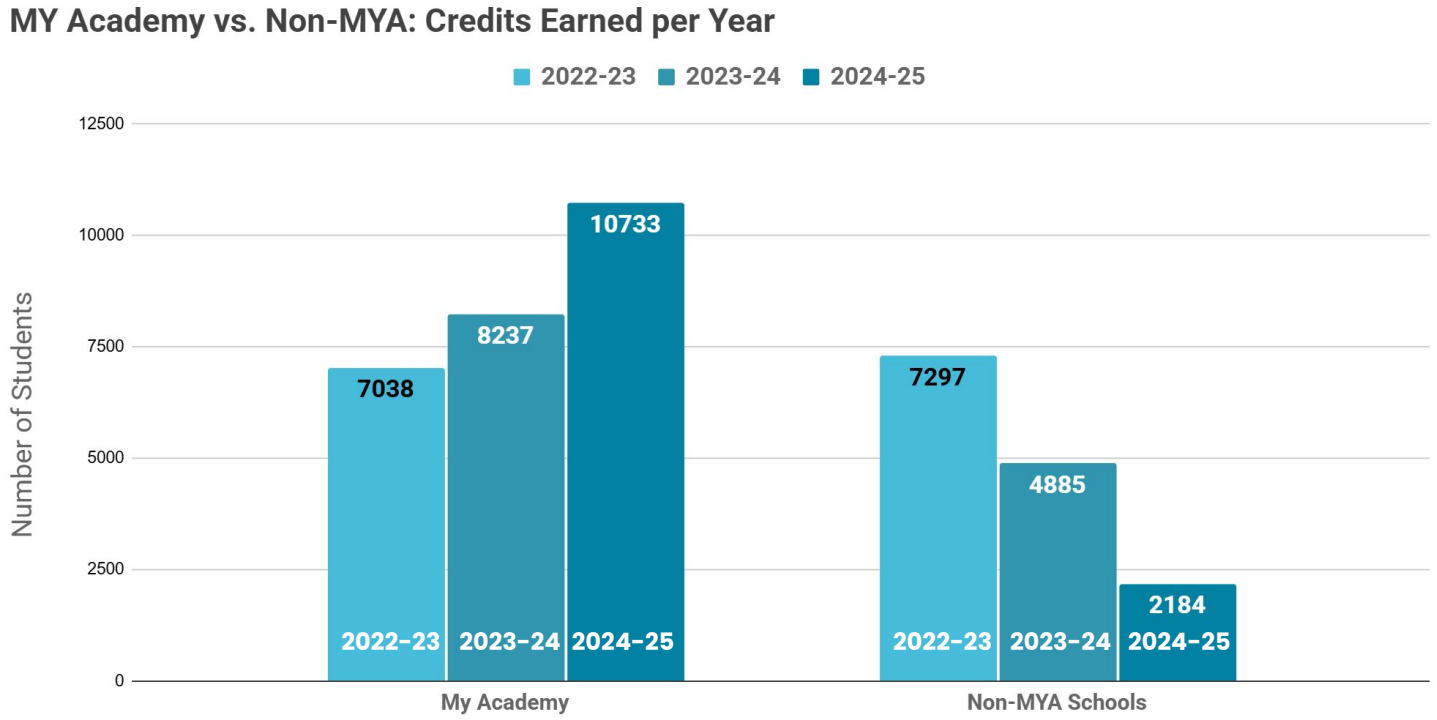
Credit Completion

MY Academy vs. Other Sites

Link to Data Source

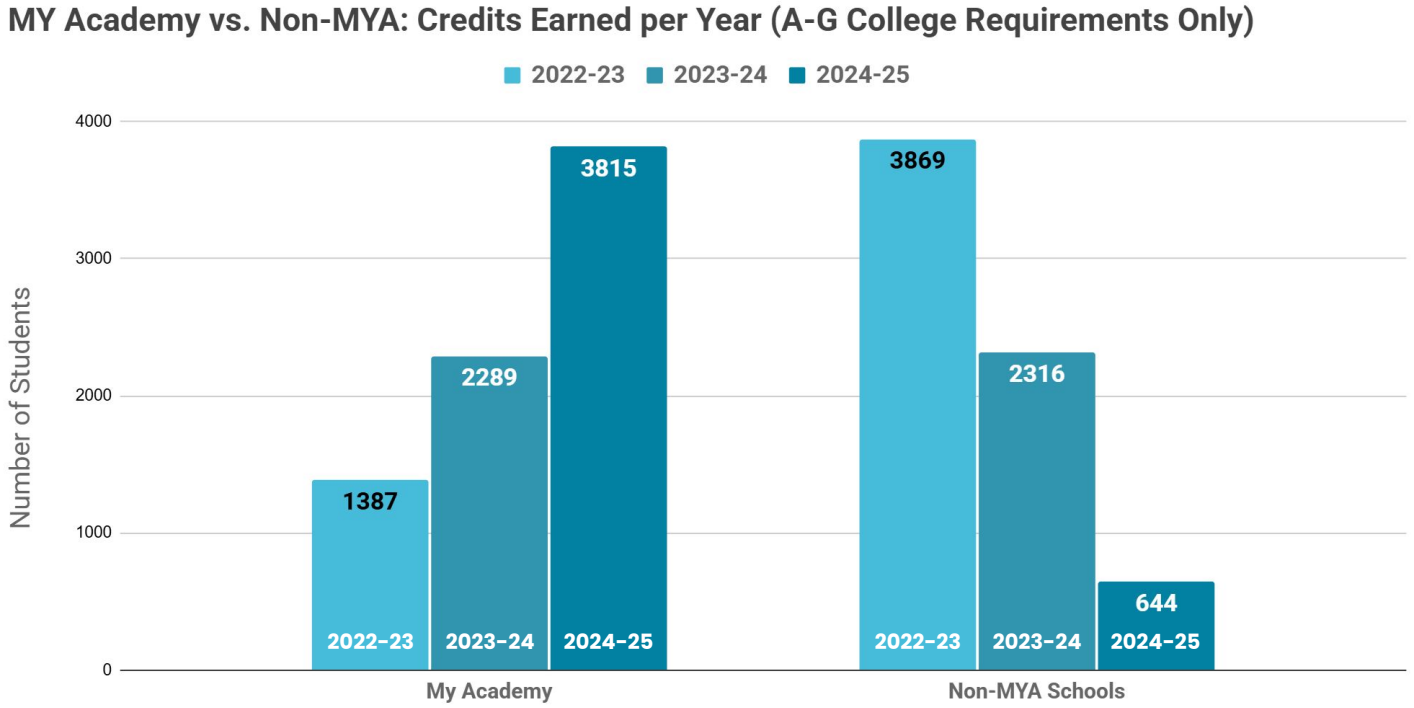
parsec education

MY Academy vs. Non-MYA Schools: Trends



Year over year, MY Academy students earn more credits than they did at their previous schools.

MY Academy vs. Non-MYA Schools: Trends (A-G Only)



Year over year, MY Academy A-G students earn more credits than they did at their previous schools.

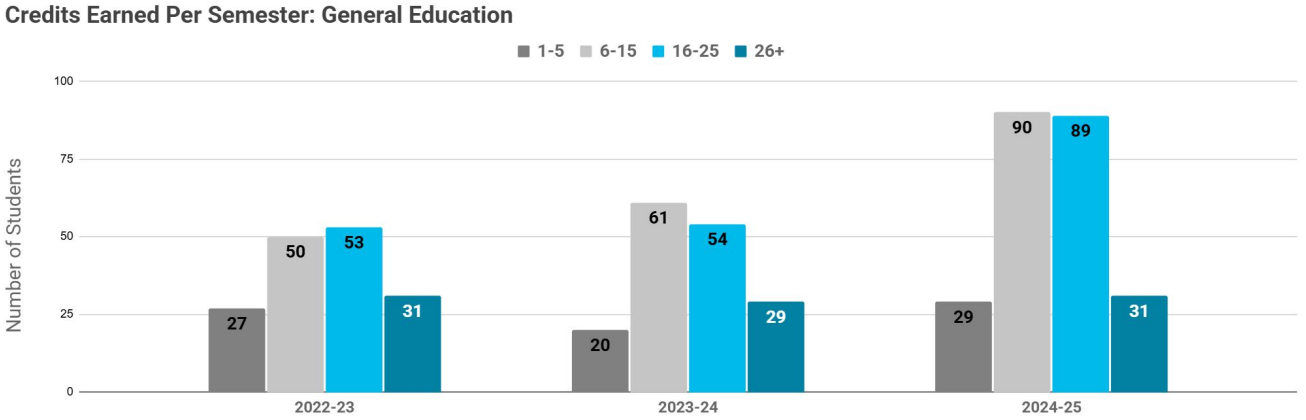
Credit Completion

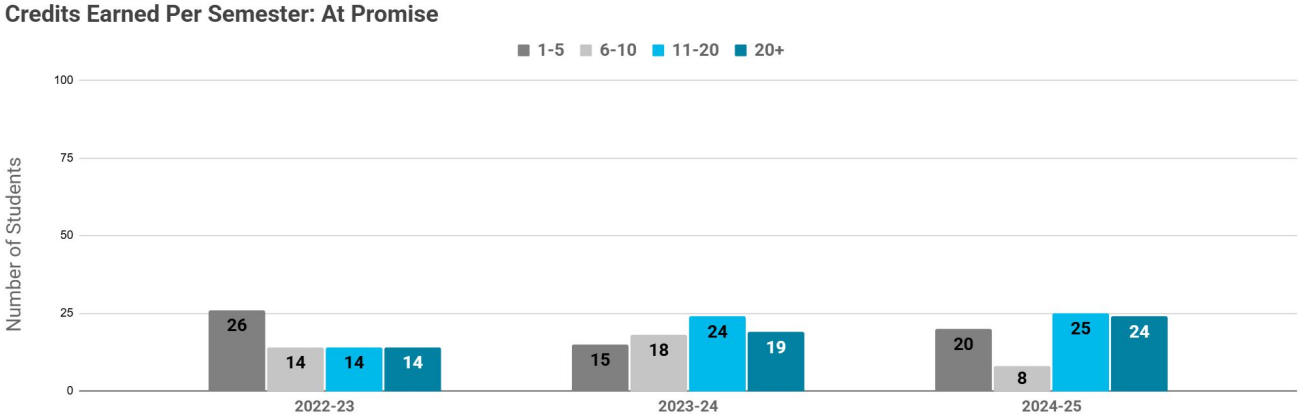
MY Academy Data

Link to Data Source

parsec education

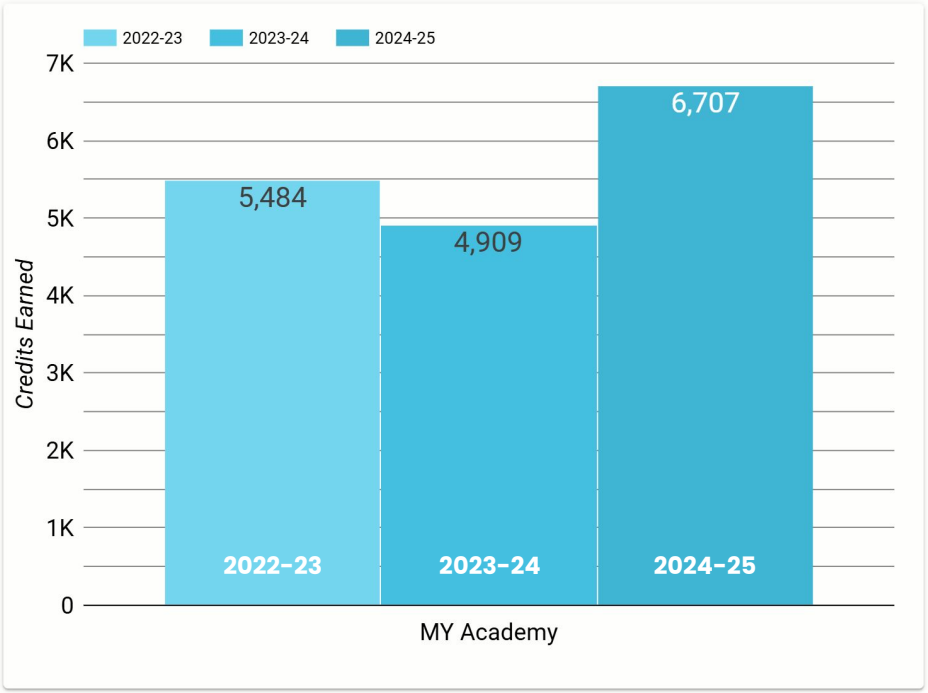
General Ed vs. At Promise: Trends



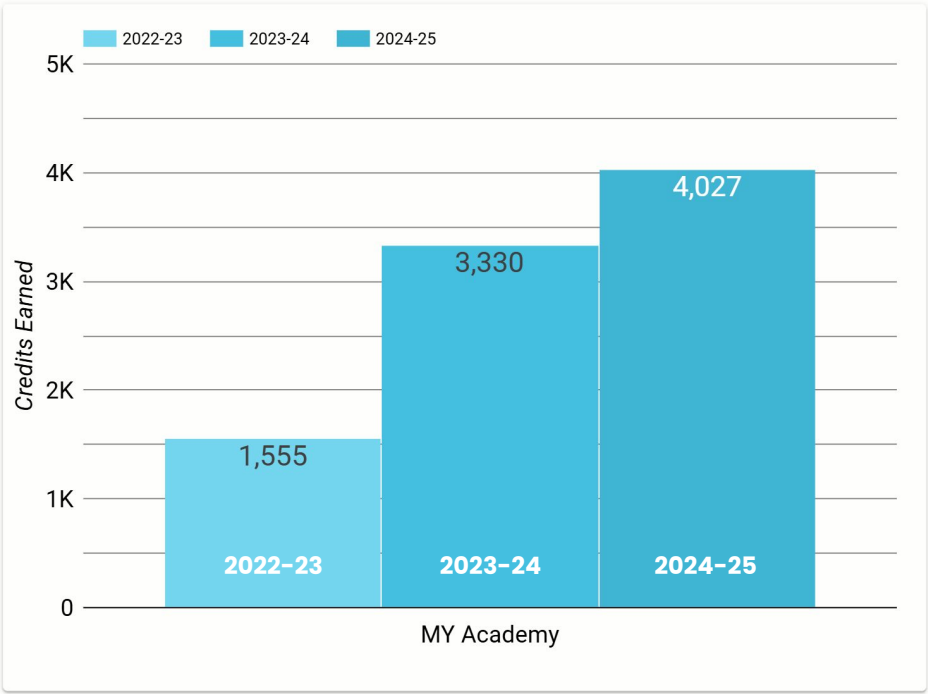


Year over year, students on both pathways are earning more credits.

Enrollment Length vs. Credits Earned



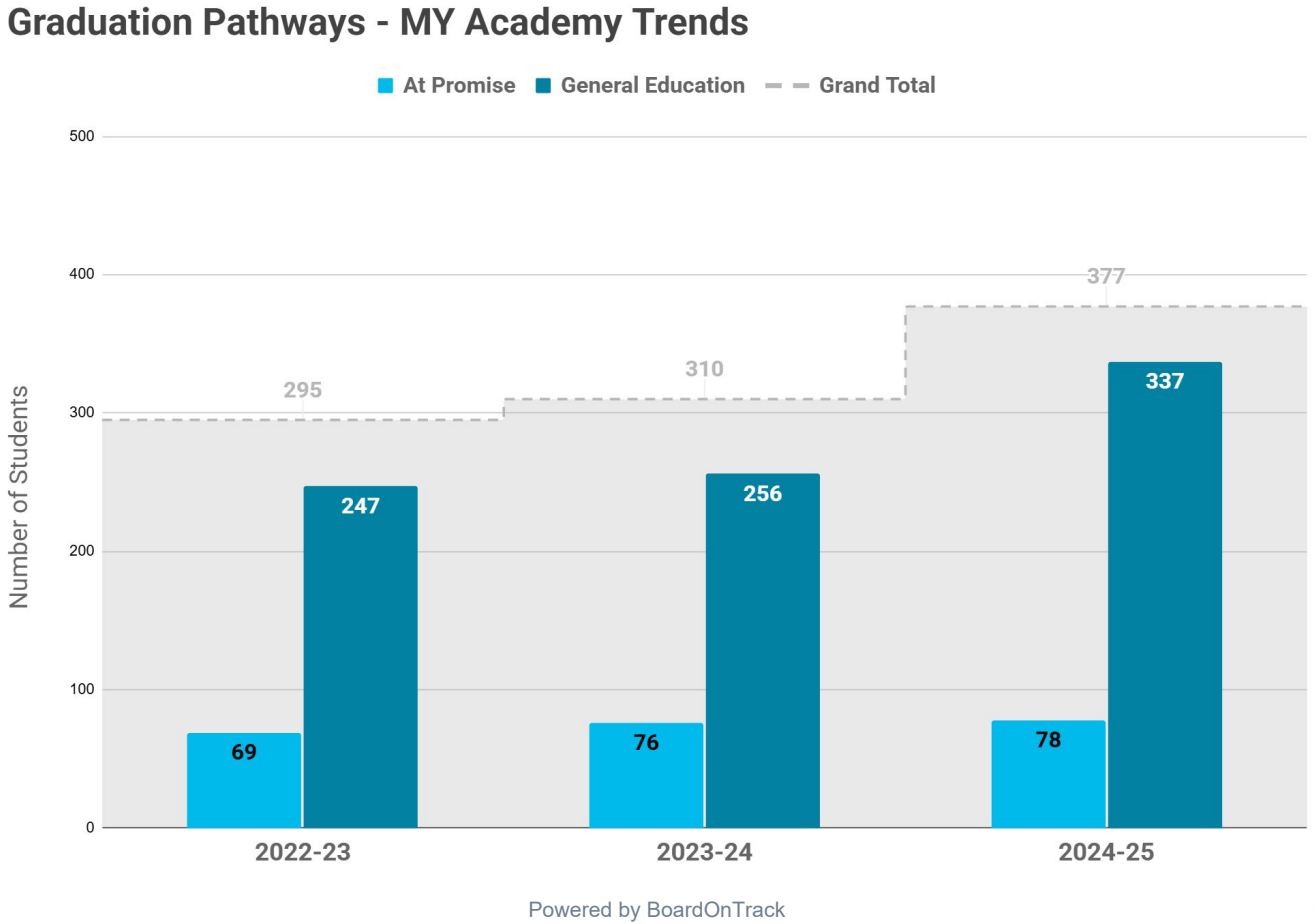
1st Year Students + Late Enrollees



2nd Year+ Students

Time matters—students who stay with us longer earn more credits.

Graduation Pathways



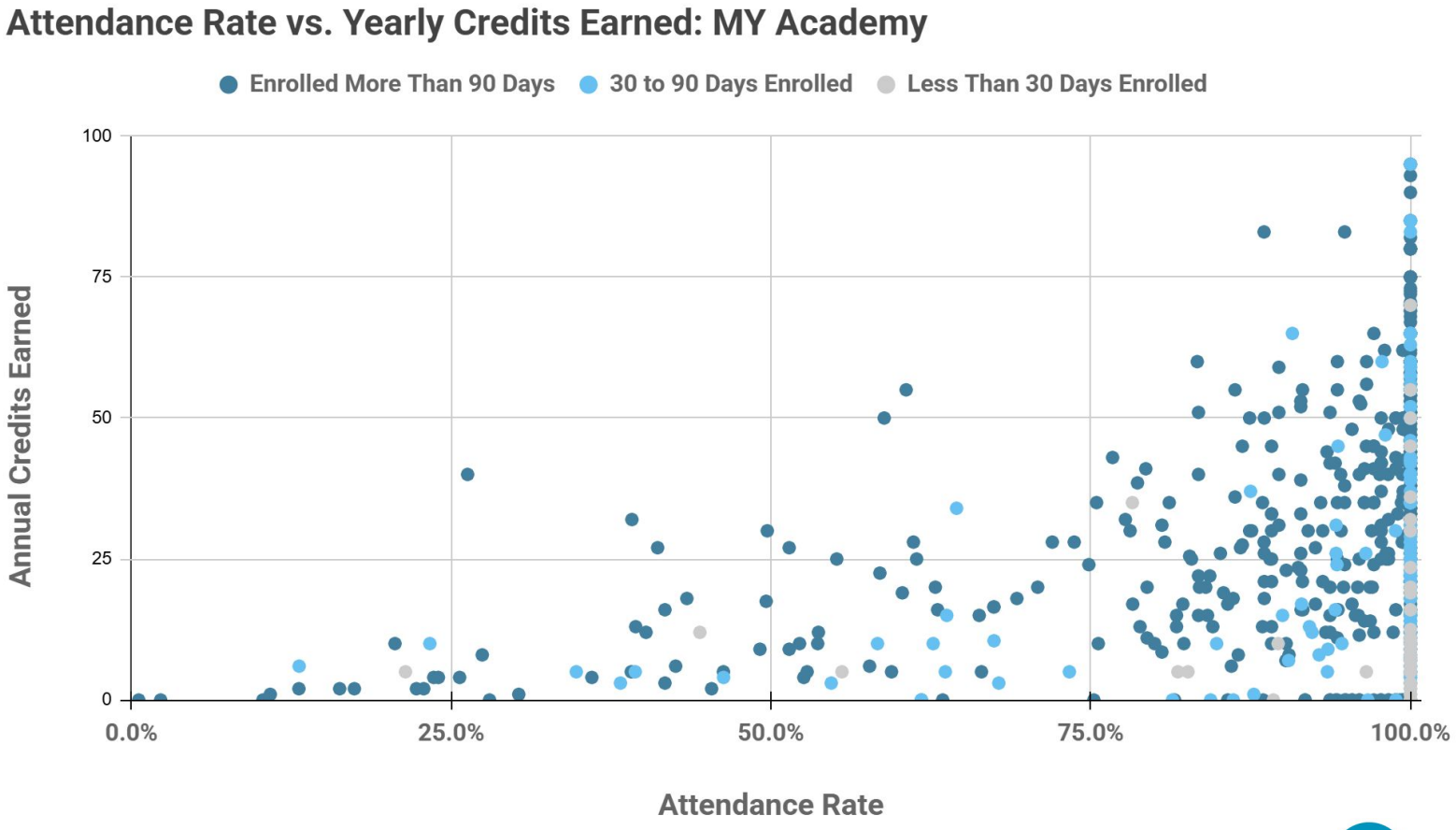
MY Academy

Attendance vs. Credit Completion

Link to Data Source

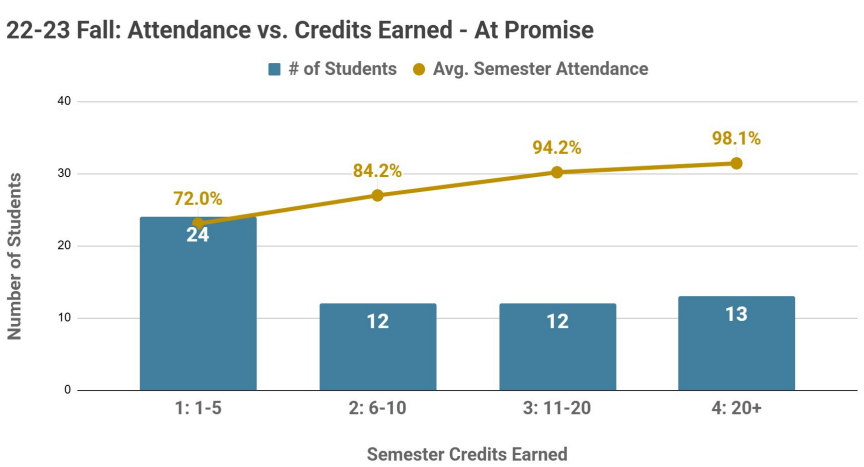
parsec education

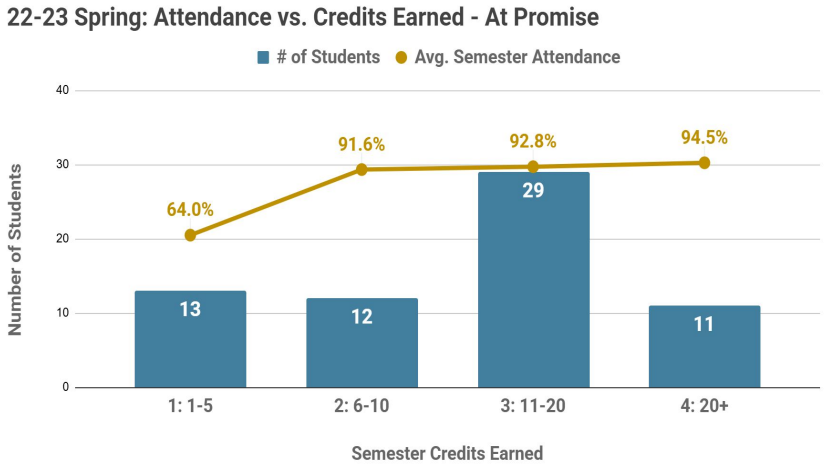
Attendance vs. Credit Completion



Students who engage more, earn more credits.

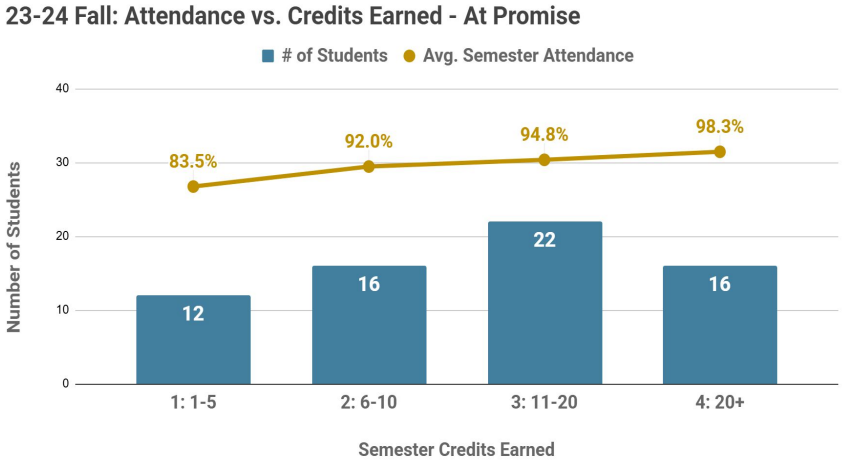
Attendance vs. Credit Completion - by Year, Semester, and Pathway

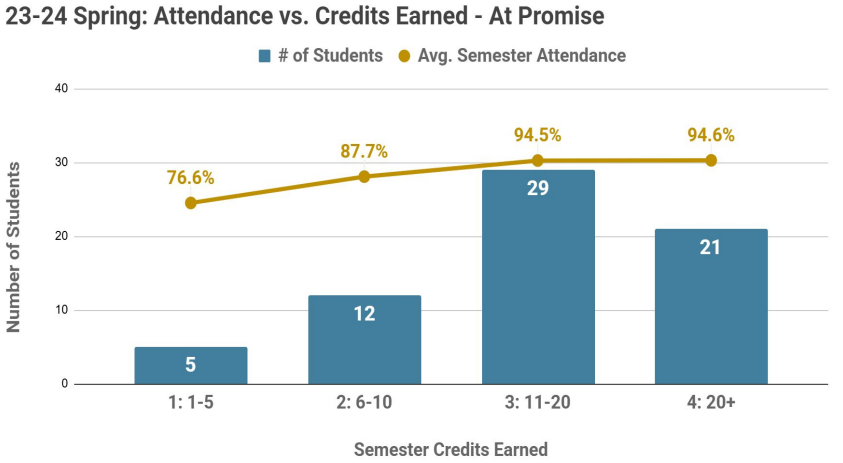




Students who attend more, earn more credits.

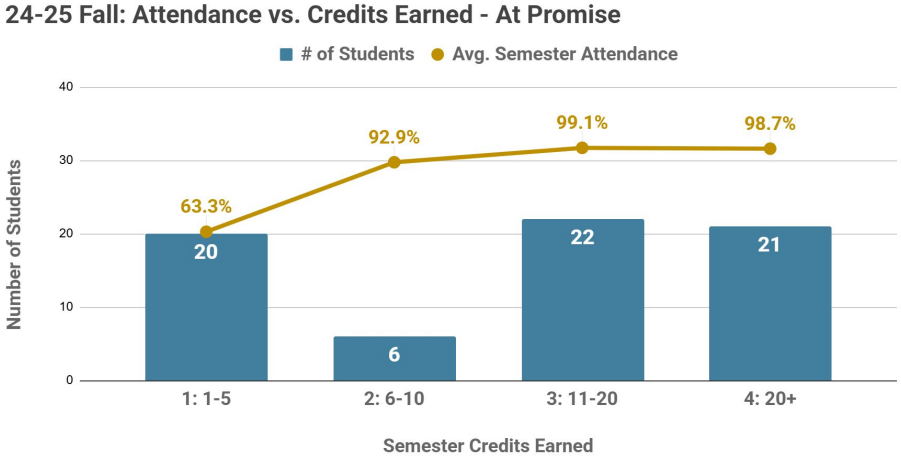
Attendance vs. Credit Completion - by Year, Semester, and Pathway

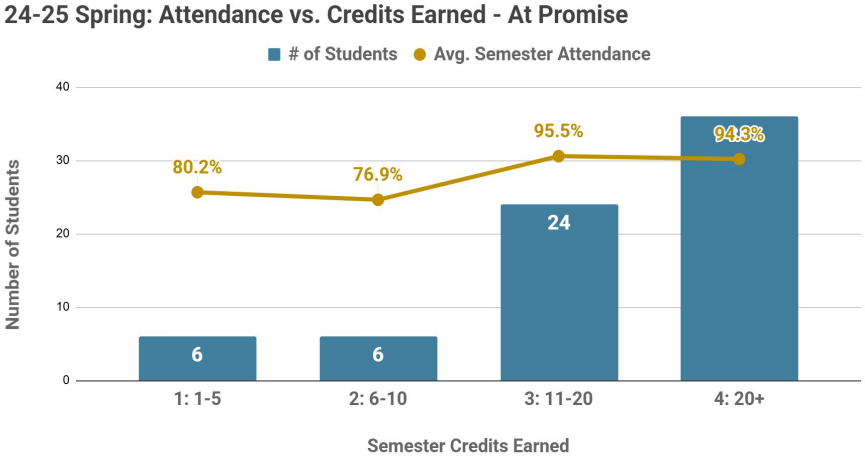




Students who attend more, earn more credits.

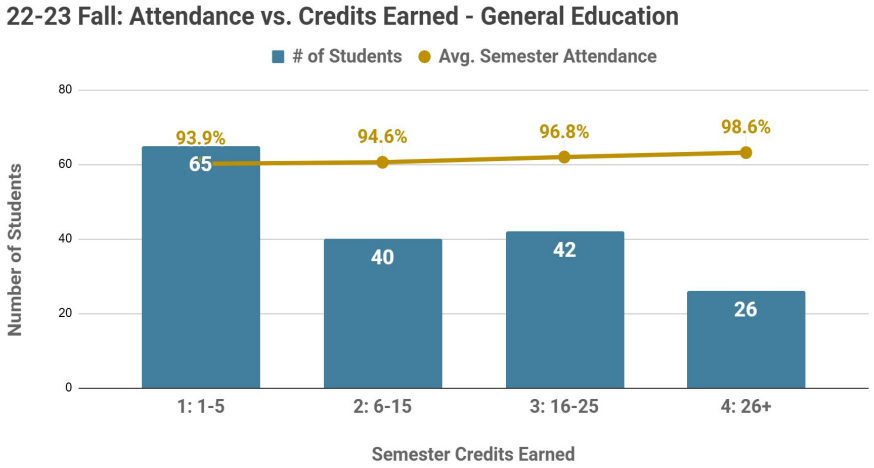
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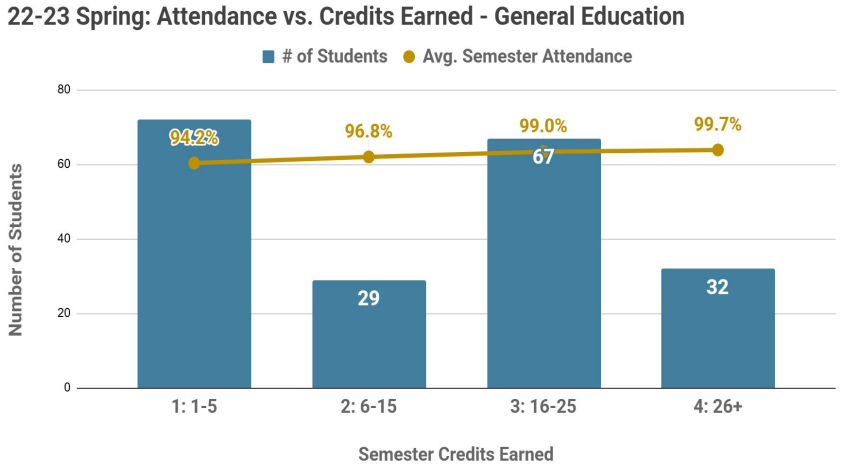




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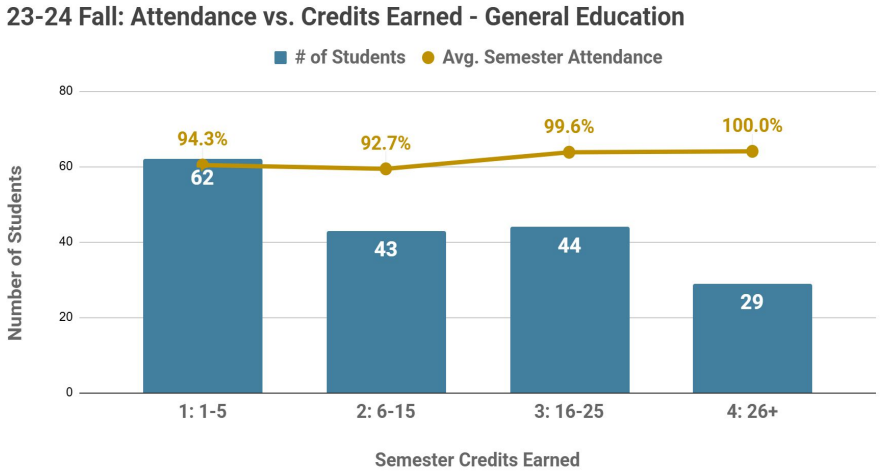
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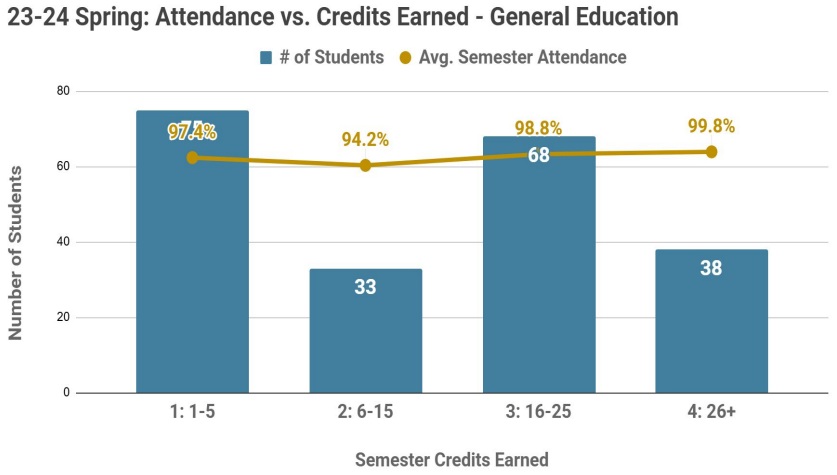




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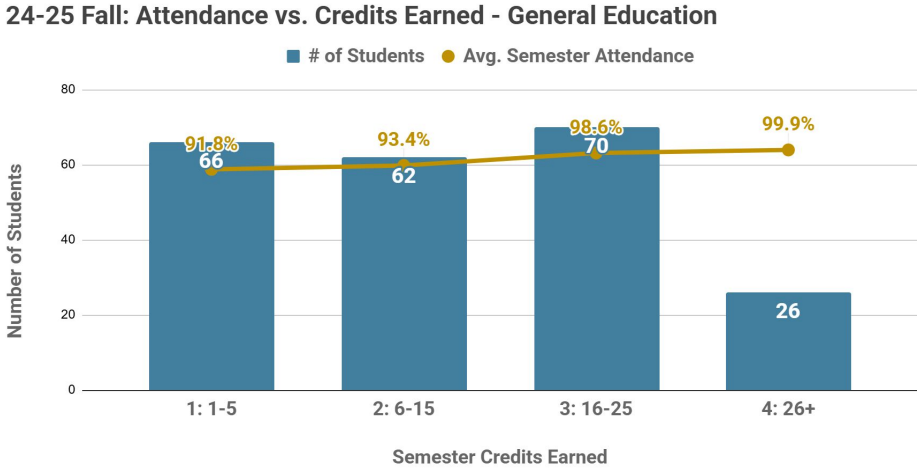
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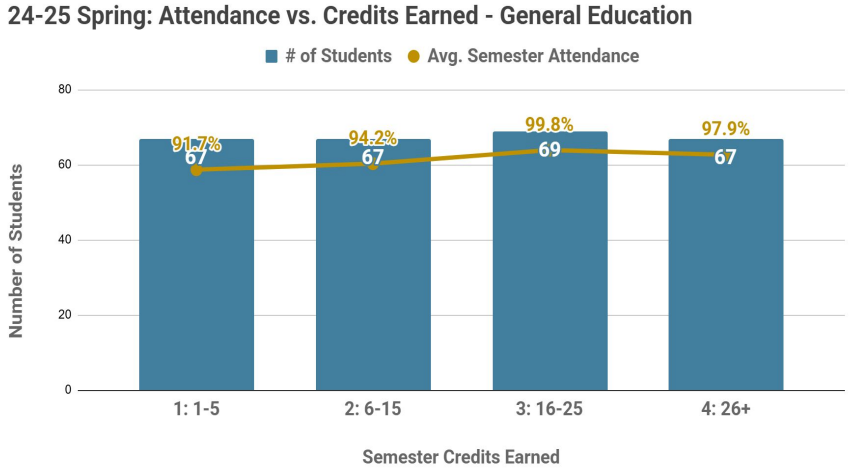




Students who attend more, earn more credits.

Attendance vs. Credit Completion - by Year, Semester, and Pathway





Students who attend more, earn more credits.

We'd love your feedback!



Questions?

MY Academy- Where feedback is critical.

Coversheet

Review of The Accrediting Commission for Schools, Western Association of Schools and Colleges (ACS WASC) Letter

Section: X. Correspondence/Proposals/Reports
Item: D. Review of The Accrediting Commission for Schools, Western Association of Schools and Colleges (ACS WASC) Letter
Purpose: FYI
Submitted by: Bill Dobson
Related Material:
Official Letter- Motivated Youth Academy Charter School - 2026 Spring Commission Meeting.pdf

BACKGROUND:

For the Board of Motivated Youth Academy, accreditation by the Accrediting Commission for Schools, Western Association of Schools and Colleges represents far more than a formal recognition. It is an external validation of the school's mission, instructional program, and operational integrity, and it affirms that MYA is delivering on its promise to the students and communities it serves.

ACS WASC accreditation tells a clear story: that Motivated Youth Academy has engaged in a deep and honest examination of its practices and outcomes, invited respected educators from outside the organization to evaluate that work, and demonstrated that it has both the capacity and the commitment to continuously improve student learning. The process requires alignment between what the school says it values and what is actually experienced by students. For the Board, this provides confidence that the organization's vision is not aspirational alone, but is being realized in measurable and meaningful ways.

The accreditation process also reinforces the Board's governance role. It confirms that the systems you oversee, including academic programming, fiscal stewardship, leadership structures, and accountability measures, are sound and sustainable. It also signals that MYA is not operating in isolation. The school is meeting a set of internationally recognized criteria and is being held accountable through a rigorous peer review process. That external perspective is particularly important in the charter environment, where credibility and transparency are essential.

At its core, ACS WASC accreditation is about student outcomes. The visiting committee's work centers on whether students are engaged, supported, and demonstrating growth. For MYA, this includes ensuring that the unique needs of its student population are being met through equitable, student-centered practices. Accreditation affirms that the school is not only aware of its areas for growth, but has a clear and actionable plan to address them over time.

Accreditation establishes a forward-looking commitment. It is not a static endorsement, but an ongoing cycle of reflection, action, and accountability. The multi-year action plan developed through the process becomes a strategic roadmap, one that the Board can use to monitor progress, ask

informed questions, and ensure that resources remain aligned to the highest priorities for student success.

In summary, ACS WASC accreditation affirms that Motivated Youth Academy is a credible, effective, and improving institution. It provides assurance that the work being done is making a difference now, and that the systems are in place to sustain and deepen that impact in the years ahead.

RECOMMENDATION:

Fiscal Impact: None.

Accrediting Commission for Schools
Western Association of Schools and Colleges

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National Lutheran School Accreditation

April 28, 2026

William B. Dobson, Interim Director
Motivated Youth Academy Charter School
500 La Terraza Blvd. Suite #150
Escondido, California 92025

Dear William B. Dobson:

The Accrediting Commission for Schools, Western Association of Schools and Colleges (ACS WASC) announces the action taken at the Spring 2026 Commission Meeting. The ACS WASC Commissioners have determined Motivated Youth Academy Charter School (6-12) meets the ACS WASC criteria for accreditation. This accreditation status is based on all of the information provided by the school, including the school's report, and the satisfactory completion of the accreditation visit.

It is the decision of the Commission to grant six-year accreditation status through June 30, 2032, with a mid-cycle report due June 1 in the 2028-2029 school year.

Motivated Youth Academy Charter School is required to submit a mid-cycle report. The report should demonstrate that the school has: 1) addressed the growth areas for continuous improvement through the schoolwide action plan; 2) made appropriate progress on the implementation of the schoolwide action plan; and 3) improved student achievement relative to the schoolwide learner outcomes and the academic standards.

Accreditation status is conditioned upon Motivated Youth Academy Charter School's continued adherence with the ACS WASC policies, procedures, and criteria for accreditation. This includes a requirement that an accredited school annually contribute members to participate on visiting committees. Failure to maintain compliance with said policies, procedures, and standards is grounds for modification and/or withdrawal of the accreditation.

The Commission looks forward to Motivated Youth Academy Charter School's anticipated success and continuing improvement in keeping with ACS WASC's pursuit of excellence in elementary, secondary, and adult education.

Sincerely,

Linda Norman

Linda Norman, Ed.D.
Commission Chairperson

cc: Patrick Keeley, Wendy Parcel

Coversheet

Update on Director and Chief Executive Officer Job Descriptions and Employee Agreements

Section:	X. Correspondence/Proposals/Reports
Item:	E. Update on Director and Chief Executive Officer Job Descriptions and Employee Agreements
Purpose:	Discuss
Submitted by:	Gigi Lenz
Related Material:	Update - Director CEO JD and EA Review.pdf Director and CEO.pdf Executive Director.pdf Chief Executive Officer.pdf

BACKGROUND:

As outlined in the study session materials, while these roles may appear similar at a high level, they are intentionally distinct in scope and function. The Director/CEO role is designed to meet the current needs of MY Academy as a single-site organization, combining operational leadership with nonprofit oversight. The Executive Director role is structured for a different organizational model—specifically one that includes multiple school sites—where oversight would need to be distributed across a broader system. The CEO role, in its standalone form, is focused at the governance and strategic level, supporting the Board and long-term organizational direction. Including all three classifications on the salary schedule ensures flexibility and readiness should the organizational structure evolve in the future, even if those roles are not currently filled as separate positions.

RECOMMENDATION:

Fiscal Impact: None.

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STUDY SESSION FOLLOW UP

May 14, 2026

Question?



The Administrative Salary Schedule lists four classifications: Assistant Director, Director/CEO, Executive Director, and CEO; however, the Director/CEO, Executive Director, and CEO roles appear to overlap. Can you clarify the differences between these positions and explain why all three are included on the salary schedule?

Summary

The previous CEO originally served as both Executive Director and CEO of the the school. When a new Director was hired, that role transitioned to CEO of the nonprofit, overseeing not only MYA but other schools within the Collaborative Services Organization.
Following the Director's retirement and the CEO's resignation, leadership roles evolved.



Each position (Director, Executive Director, CEO) has existed as a standalone role at different points. Most roles are currently vacant, but remain on the Administrative Salary Schedule.
Future review of classifications and compensation may refine roles to align with the current structure.

Director and CEO

- Lead administrator for MY Academy & nonprofit
- Reports to Board of Directors
- Ensures compliance, strategy, and operations

Combines:

- Day-to-day school leadership
- Nonprofit governance & strategy
- Aligns organizational goals with school implementation
- Represents MYA with community & LEAs

Executive Director

(Currently Vacant)

- Designed for multi-site leadership
- Oversees multiple schools or programs

Manages:

- Academics, staffing, and financial health across sites
- Ensures consistency in mission & instructional programs
- Leads community engagement & partnerships
- Broader scope than Director/CEO

Chief Executive Officer

(Currently Vacant)

- Provides nonprofit-wide strategic oversight
- Reports directly to Board

Focuses on:

- Vision, growth, and long-term sustainability
- Acts as bridge between Board & organization
- Advises Board on strategy & governance
- Mentors/supports Executive Director

Any Questions?



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MOTIVATED YOUTH ACADEMY

THANK YOU



Director and Chief Executive Officer

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 and Chief Executive Officer (Director/CEO) is the lead administrator responsible for upholding the mission, vision, and values of Motivated Youth Academy and its nonprofit corporation. Reporting directly to the Board of Directors, this position ensures legal compliance, strategic direction, and operational excellence. The Director/CEO guides educational and organizational leadership, facilitates communication with school districts and state agencies, and fosters collaborative relationships with internal and external community partners. This role is key in ensuring financial sustainability, academic success, and effective implementation of school policies.

Distinguishing Characteristics

The Director/CEO uniquely combines the day-to-day operational leadership of a charter school with executive oversight of nonprofit strategy and governance. This position involves mentorship, policy development, community partner engagement, compliance oversight, and direct support to the Board and Executive Leadership Team. The Director/CEO ensures alignment between organizational goals and schoolwide implementation, supports Board strategic planning, and represents the school in the community and with Local Education Agencies (LEAs).

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 with 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 and Chief Executive Officer (Director/CEO) is responsible for advancing the mission and vision of Motivated Youth Academy by leading the school's operations, strategic planning, and educational initiatives. This role includes maintaining clear communication with community partners such as the board, staff, families, and authorizers, and modeling a commitment to excellence and continuous

improvement. The Director/CEO oversees school operations, ensures program effectiveness, and promotes compliance with educational policies and regulations. They serve as the primary liaison to the Board of Directors, supporting governance through data-informed decision-making and policy management. The role requires strong collaboration with authorizing agencies and community partners, representing the school at meetings and advocacy events. Financial responsibilities include budget development, audits, and fiscal oversight in coordination with the business office. The Director/CEO leads and evaluates staff, makes personnel recommendations, and fosters professional growth and a positive work culture. They guide teaching programs, monitor academic outcomes, and ensure compliance with educational standards. Additionally, the Director/CEO helps develop board goals, trains new board members, resolves internal concerns, and maintains timely, transparent communication across departments.

Leadership

In the realm of financial and operational management, the Director/CEO works closely with Fiscal Services and the Board to ensure school programs are financially viable, overseeing budget preparation and financial reporting. For student and community engagement, the role involves supporting faculty to deliver comprehensive student services and actively promoting the charter school to foster community involvement and development opportunities. Compliance and governance responsibilities include adhering to legal and board governance standards, as well as managing the preparation and reporting of educational compliance documents.

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

Use of Computer Technology

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

Physical Demands

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

Work Environment

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

Hazards

Employees may encounter challenging interactions with dissatisfied individuals

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

Executive Director

Job Description

Reports To:	Board of Directors
FLSA Status:	Exempt
School Classification:	Administration
Pay Range:	$ 158,538.42 - $ 183,789.48
Work Schedule:	12 Months
Location:	Remote Office, in-person student and staff meetings

Position Summary

The Executive Director holds the pivotal role of overseeing the school's management, supervision, and financial affairs, with a primary focus on formulating policies and procedures that bolster student academic success and socio-emotional growth.

Distinguishing Characteristics

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.

In contrast, 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.

Minimum Qualifications

- A Bachelor's degree is mandatory, with a preference for candidates holding advanced degrees.
- Possession of both a valid California state teaching and school administrator credential, with the necessity to provide and update the credential throughout the assignment.
- A minimum of three years of experience in educational leadership, particularly in charter school settings or teaching, with consideration given to those showing progressive leadership or mentoring roles, including experience outside the education sector.
- Experience in independent study, online, or homeschool teaching is favored.
- A valid California Driver’s License, along with proof of insurance and access to a reliable, insured vehicle as per California regulations.
- Mandatory state and federal background clearance (LiveScan) in accordance with Education Code Section 44237, with clearance confirmation required from Human Resources prior to commencing work.

- A recent TB test result, obtained within the last 60 days, with subsequent tests every four years as mandated by 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

The Executive Director is committed to upholding the charter school's leadership in accordance with the California Professional Standards for Education Leaders (CPSEL). This encompasses fostering a shared vision, exemplifying instructional leadership, effectively managing the learning environment, engaging families and the community, adhering to high standards of ethics and integrity, and navigating external context and policy.

Strategic Planning:

The individual in this role is tasked with overseeing and ensuring compliance with the charter school's strategic plan. This includes spearheading the implementation and management of the educational program, as well as orchestrating the creation, administration, and execution of the academic curriculum and enrichment offerings. The role involves supervising the delivery of academic programs through a variety of methods such as direct, parent-led, and online instruction, along with enrichment courses. Additionally, there is a responsibility to devise and introduce new courses that align with the school's mission and charter, encompassing both online and in-person workshops, enrichment courses, and intervention classes.

Educational Leadership:

The role entails providing leadership and fostering the overall performance and well-being of the faculty within the educational program. This includes managing the professional development initiatives for teaching staff, as well as overseeing the formulation and execution of the academic program, ensuring it meets California Content Standards and complies with state and school testing mandates. Additionally, the position involves supporting faculty in the implementation of high school graduation requirements and guaranteeing that all students achieve suitable academic progress in accordance with California Content Standards.

Operational Management:

Working closely with Human Resources, the role involves hiring, training, and overseeing all charter school staff, ensuring the efficient management of daily tasks and overall smooth operation of the school. Responsibilities also include developing, maintaining, and evaluating curricula to align with California Content Standards. The position requires facilitating staff and leadership meetings, participating in administrative and board meetings, and providing observation, support, guidance, and coaching to staff. A key aspect of the role is fostering open communication among all educational and community partners and upholding ethical and transparent practices in the administration of the school's programs, policies, and procedures.

Financial Management:
Working closely with the CEO and Fiscal Services, this role is tasked with aligning the charter school's programs, policies, and procedures with the organization's goals and budget. The position involves managing daily financial operations, including monitoring revenue and expenses, and maintaining ongoing communication with the CEO and Board of Directors to keep them informed about the school's fiscal health.

Student Welfare:
Assist faculty in offering comprehensive support to students, encompassing social-emotional guidance, academic advising, and post-secondary planning, along with facilitating the development of extracurricular activities. Additionally, maintain relationships that connect students with valuable community resources and opportunities.

Communication:
In collaboration with the CEO, this role is dedicated to cultivating and sustaining collaborative and professional relationships with key community and educational partners. As an integral part of the leadership team, the position entails working cohesively and productively with peers. Responsibilities also include actively contributing to the promotion and advancement of the educational program, which involves creating marketing materials, hosting visitors, engaging with other educational institutions, businesses, community organizations, and the media to enhance the program's visibility and impact.

Other Duties:
- 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 in this role requires a comprehensive understanding of California's legal framework for public and charter schools, expertise in budgeting, curriculum development, and the implementation of educational reforms, including the Common Core Standards. The individual should be well-versed in various instructional methods, curriculum enhancement, student assessment, data analysis, and current educational research. An understanding of children's cognitive, social, and physical development, coupled with strong interpersonal skills, is essential.

The candidate must be capable of engaging respectfully with diverse community groups, fostering productive relationships, and exhibiting effective leadership within a team. Proficiency in handling disputes, planning and organizing work, and operating both independently and collaboratively to uphold the school's philosophy is crucial. Responsibilities also include supervising staff, collaborating with educational leaders on curriculum execution, managing standardized testing, and actively participating in student support initiatives such as Student Study Teams and IEP meetings.

Reasoning Ability
The capacity to assess issues, gather data, ascertain facts, and formulate sound conclusions, along with the ability to comprehend and apply a wide range of technical instructions.

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
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Hazards
Employees may encounter challenging interactions with dissatisfied individuals

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Employee Acknowledgement

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

_____	_____	_____
Employee Signature	Printed Name	Date

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.

- 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

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.

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

Hazards
Employees may encounter challenging interactions with dissatisfied individuals

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Employee Acknowledgement

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

_____	_____	_____
Employee Signature	Printed Name	Date

Coversheet

Consent - Business/Financial Services

Section: XI. Consent
Item: A. Consent - Business/Financial Services
Purpose: Vote
Submitted by:
Related Material: Check Register - March 2026.pdf
Check Register - April 2026.pdf

MY Academy Charter

Check Register

For the period ended March 31, 2026

CHARTER IMPACT

Check Number	Vendor	Transaction Description	Check Date	Check Amount
21276	California Schools VEBA	Insurance Svcs - Employee Benefits - 03/26	3/6/2026	$ 39,169.92
21277	Securian Life Insurance Company	Life Ins. - 03/26	3/6/2026	956.87
21278	TSW Therapy, Inc.	SpEd Svcs - 01/26	3/6/2026	1,742.00
21279	California Association for Leading Innovation in Education	Registration (1) - Spring 2026	3/13/2026	620.00
21280	Campo Cafe	Meals - 02/26	3/13/2026	1,104.98
21281	Law Office of Young, Minney & Corr. LLP	Legal Svcs - 02/26	3/13/2026	42.50
21282	Parsec Education, Inc.	License (1) - 07/01/24 - 06/30/27 - Year 3 2026 - 2027	3/13/2026	30,020.00
21283	San Diego County Office of Education	Fingerprint Svcs	3/13/2026	68.00
21284	Gallagher Benefit Services, Inc	FSA - 02/26	3/19/2026	30.00
21285	IXL Learning	License (1) - 1 Year	3/19/2026	681.25
21286	KRA Corporation	Consulting Svcs - 02/26	3/19/2026	6,099.64
21287	State of California Department of Justice	Fingerprint Svcs - 02/26	3/19/2026	32.00
21288	SchoolsFirst Plan Administration LLC	MYA 403b 03/10/26	3/25/2026	956.11
21289	Acacia HR Solutions	Consulting Svcs - 04/26	3/27/2026	5,100.00
21290	California Schools VEBA	Insurance Svcs - Employee Benefits - 04/26	3/27/2026	36,276.28
21291	Department of General Services	Contractor Badge - V Bravo	3/27/2026	20.00
21292	Department of General Services	Contractor Badge - H Sullivan	3/27/2026	20.00
322271620000386	Keyn Group, LLC	Anti-ware Software (50)	3/6/2026	200.00
322271620000387	Michael P. Humphrey	Stipend - Additional - 03/26	3/6/2026	1,100.00
322271620000388	William W. Hall	Stipend - Additional - 03/26	3/6/2026	1,100.00
322271620000389	Larry Albert Alvarado	Stipend - 03/26	3/6/2026	650.00
322271620000390	Peter Matz	Stipend - 03/26	3/6/2026	650.00
322271620000391	Steve Fraire	Stipend - 03/26	3/6/2026	650.00
322271620000392	Specialized Therapy Services, Inc.	SpEd Svcs - 01/26	3/6/2026	8,137.01
322271620000393	JD Learning Partners	Professional Development - 50%	3/6/2026	10,000.00
322271620000394	Charter Impact LLC	Business Mgmt Svcs - 03/26	3/6/2026	11,762.00
322271620000395	Keyn Group, LLC	Mileage	3/13/2026	153.35
322271620000396	Propio Language Services, LLC	SpEd Svcs - 02/26	3/13/2026	111.25
322271620000397	Alpha Vision Computers, Inc.	Backupify G-Suite - 03/26	3/13/2026	70.00
322271620000398	Forth and Sons	Web Svcs - 01/26	3/13/2026	50.00
322271620000399	R&B Communications	Communications Svcs - 02/26	3/19/2026	513.00
322271620000400	Amazon Capital Services	Office Supplies	3/19/2026	29.00
322271620000401	Keyn Group, LLC	License (115)	3/27/2026	7,817.50
322271620000402	Amazon Capital Services	Office Supplies	3/27/2026	44.32
322271620000403	Forth and Sons	Web Svcs - 03/26	3/27/2026	50.00
322271620000404	Renaissance Learning, Inc.	Subscription (200)	3/27/2026	3,244.00
ACH	AT&T	Communication Svcs - 02/26	3/2/2026	86.75
ACH	Chase	Service Charges	3/4/2026	25.90
ACH	Inova	Federal & State Tax Payments for Pay Date 031026	3/9/2026	7,932.07
ACH	Verizon Wireless	Communication Svcs - 02/02/26 - 03/01/26	3/17/2026	2,885.71
ACH	Chase	Chase Ink CC# 0904 Payment 03/26	3/19/2026	9,027.39
ACH	Verizon Wireless	Communication Svcs - 02/06/26 - 03/05/26	3/23/2026	230.22
ACH	Philadelphia Insurance Companies	Ins. 03/26 - Specialty School Umbrella	3/24/2026	1,786.16
ACH	Inova	Federal & State Tax Payments for Pay Date 032626	3/25/2026	37,948.01
ACH	Inova	Federal & State Tax Payments for Pay Date 032626	3/26/2026	1,712.40
ACH	AT&T	Communication Svcs - 03/26	3/31/2026	86.75
Voided - 21267	Void	Void	3/5/2026	Void
			Total Disbursements in March	**$ 230,992.34**

MY Academy Charter

Check Register

For the period ended April 30, 2026

CHARTER IMPACT

Check Number	Vendor	Transaction Description	Check Date	Check Amount
21293	Securian Life Insurance Company	Life Ins - 04/26	4/1/2026	$ 1,016.87
21294	TSW Therapy, Inc.	SpEd Svcs - 02/26	4/1/2026	2,381.00
21295	SchoolsFirst Plan Administration LLC	MYA 403b 03/26/26	4/3/2026	4,025.10
21296	SchoolsFirst Plan Administration LLC	MYA 403b 03/26/26	4/3/2026	700.00
21297	Gallagher Benefit Services, Inc	FSA - 03/26	4/9/2026	33.00
21298	SchoolsFirst Plan Administration LLC	MYA 457b 04/10/26	4/10/2026	970.04
21299	APLUS+	Consulting Svcs - 07/01/26 - 06/30/27	4/16/2026	7,750.00
21300	Edmentum	License (704) - 07/01/24 - 06/30/27	4/16/2026	41,605.33
21301	MarshMcLennan Agency	Workers Comp. - 07/01/25 - 07/01/26 - Installment 10 of 10 -	4/16/2026	746.00
21302	School Pathways LLC	Subscription (1,317) - 07/01/25 - 06/30/26	4/16/2026	8,123.78
21303	Acacia HR Solutions	Consulting Svcs - 05/26	4/22/2026	5,100.00
21304	Campo Cafe	Meals - 03/26	4/22/2026	1,419.07
21305	Gallagher Benefit Services, Inc	FSA - 04/26	4/22/2026	33.00
21306	KRA Corporation	Consulting Svcs - 03/26	4/22/2026	6,864.00
21308	SchoolsFirst Plan Administration LLC	MYA 403b 04/24/26	4/24/2026	700.00
21309	SchoolsFirst Plan Administration LLC	MYA 457b 04/24/26	4/29/2026	3,171.96
21310	California Schools VEBA	Insurance Svcs - Employee Benefits - 05/26	4/30/2026	40,758.14
322271620000405	Charter Impact LLC	Business Mgmt Svcs - 04/26	4/1/2026	16,646.00
322271620000406	Specialized Therapy Services, Inc.	SpEd Svcs - 02/26	4/1/2026	10,210.11
322271620000407	Larry Albert Alvarado	Stipend - 04/26	4/13/2026	650.00
322271620000408	Michael P. Humphrey	Stipend - Additional	4/13/2026	1,100.00
322271620000409	William W. Hall	Stipend - Additional	4/13/2026	1,100.00
322271620000410	Steve Fraire	Stipend	4/13/2026	650.00
322271620000411	Peter Matz	Stipend	4/13/2026	650.00
322271620000412	Alpha Vision Computers, Inc.	Backupify G-Suite - 04/26	4/16/2026	145.00
322271620000413	Amazon Capital Services	Office Supplies	4/16/2026	25.80
322271620000414	Clifton Larson Allen LLP	Legal Svcs - Tax Returns YE 06/30/25	4/16/2026	10,412.85
322271620000415	Propio Language Services, LLC	SpEd Svcs - 03/26	4/16/2026	92.56
322271620000416	R&B Communications	Communications Svcs - 03/26	4/16/2026	709.00
322271620000417	Steve Fraire	Stipend - 01/26 - 04/26 - Annual Increase Retroactive	4/22/2026	200.00
322271620000418	Michael P. Humphrey	Stipend - 01/26 - 04/26 - Annual Increase Retroactive	4/22/2026	200.00
322271620000419	Larry Albert Alvarado	Stipend - 01/26 - 04/26 - Annual Increase Retroactive	4/22/2026	200.00
322271620000420	Peter Matz	Stipend - 01/26 - 04/26 - Annual Increase Retroactive	4/22/2026	200.00
322271620000421	William W. Hall	Stipend - 01/26 - 04/26 - Annual Increase Retroactive	4/22/2026	200.00
322271620000422	Keyn Group, LLC	IT Support	4/22/2026	7,617.50
322271620000423	IXL Learning	License (1) - 1 Year	4/23/2026	681.25
322271620000424	GHA Technologies, Inc.	School Supplies	4/30/2026	386.61
ACH	Chase	Service Charges	4/3/2026	26.35
ACH	Inova	Federal & State Tax Payments for Pay Date 041026	4/9/2026	9,336.42
ACH	Chase	Chase Ink CC# 0904 Payment 04/26	4/17/2026	15,543.46
ACH	Verizon Wireless	Communication Svcs - 03/06/26 - 04/05/26	4/22/2026	230.10
ACH	Inova	Federal & State Tax Payments for Pay Date 042426	4/23/2026	37,619.42
ACH	Philadelphia Insurance Companies	Ins. 04/26 - Specialty School Umbrella	4/23/2026	1,786.16
Voided - 21285	Void	Void	4/20/2026	Void
Voided - 21307	Void	Void	4/27/2026	Void
		Total Disbursements in March		**$ 242,015.88**

Coversheet

Consent - Education/Student Services

Section: XI. Consent
Item: B. Consent - Education/Student Services
Purpose: Vote
Submitted by: Bill Dobson
Related Material:
MOU - Campo Kumeyaay Nation - Renewal - For Board Approval - 2026.04.17.pdf
Portrait of a Learner - Redlined - 2026.05.08.pdf
Portrait of a Learner - For Board Approval - 2026.05.08.pdf
Comprehensive School Safety Plan - Redlined - 2026.05.05.pdf
Comprehensive School Safety Plan - For Board Approval - 2026.05.05.pdf
Zoom Workplace for Education Quote 2026-27.pdf

BACKGROUND:

1. Approval of 2026 Memorandum of Understanding (MOU) between Campo Kumeyaay Nation and Motivated Youth Academy

Motivated Youth Academy (MYA) seeks board approval of a Memorandum of Understanding (MOU) with the Campo Kumeyaay Nation to formalize a collaborative partnership focused on improving educational access and outcomes for At-Promise youth. Under the MOU, MYA will provide eligible student referrals from Campo with equitable access to a free, flex-based public education, including personalized support from credentialed teachers, community-based instructional meetings, and participation in local events. In return, Campo will offer community resources and assist in outreach, event collaboration, and mutual client engagement. The MOU is set to commence as of June 1, 2026 and shall continue until cancelled by

either party, given thirty (30) days notice. This partnership supports MYA’s mission to serve students facing educational barriers and strengthen ties with Tribal communities through inclusive, community-centered education.

2. Approval of a name change to Motivated Youth Academy's Portrait of A Graduate to Portrait of A Learner.

On May 8, 2025 the Motivated Youth Academy Board of Directors approved MYA’s Portrait of A Graduate.

During the State Board of Education meeting on Wednesday, March 11, 2026, the Board reviewed the results of the California Collaborative for Educational Excellence–administered State Board of Education (SBE) Portrait of a Graduate/Learner Community Survey, which was conducted from November 6, 2025 to February 1, 2026 and received 2,094 responses from educational partners across 54 of California’s 58 counties, demonstrating broad statewide engagement.

Portrait of a Graduate/Learner Parameters

There is strong consensus in the survey responses regarding the framework for the SBE’s vision for learning. When asked to choose between two possible names, Portrait of a Graduate, which

emphasizes the end goal of what students should know and be able to do when they complete their K-12 education, and Portrait of a Learner, which emphasizes the ongoing journey of learning that applies to students at all levels and continues throughout life a substantial majority (69.9%) preferred Portrait of a Learner. Additionally, respondents showed clear agreement that this vision should contain five to eight competencies (67.5%).

3. Approval of the Comprehensive School Safety Plan (CSSP) revision.

The revised Comprehensive School Safety Plan includes updates to align with current legal requirements and MYA's non-classroom-based model. Changes include an updated revision date, added language addressing SB 98 (2025) and SB 848 (2025), and clarification that safety protocols apply to in-person events, testing, and community-based interactions. These revisions strengthen compliance, improve clarity, and better reflect MYA's current operations.

4. Approval of Zoom Workplace for Education School

The proposed Zoom Workplace for Education agreement outlines a 12-month subscription for 50 licenses, with auto-renewal and consistent annual pricing. This plan includes enhanced functionality such as 300-participant meeting capacity, cloud recording storage, and additional collaboration tools (e.g., scheduler, whiteboard, and workspace management). As part of this agreement, Zoom Phone will be fully implemented and serve as the school's exclusive VoIP phone system beginning in the 2026–27 school year, including regional calling capabilities. The agreement reflects a continuation and standardization of communication and virtual meeting tools while expanding into a unified phone system, ensuring operational efficiency and support for staff and student engagement. The contract is presented for Board approval as part of ongoing technology infrastructure and communication needs.

RECOMMENDATION:

1. It is recommended the Board approve the 2026-2027 Memorandum of Understanding (MOU) between Campo Kumeyaay Nation and Motivated Youth Academy (#1628).

Fiscal Impact: None

2. It is recommended that the Board approve the change in the title of the MYA's current Portrait of A Graduate to Portrait of A Learner to better align with the responses from across the state and the intentions of the SBE for Motivated Youth Academy (#1628).

Fiscal Impact: None

3. It is recommended that the Board approve the Comprehensive School Safety Plan (CSSP) revision for Motivated Youth Academy (#1628).

Fiscal Impact: None

4. It is recommended the Board approve Zoom Workplace for Education School for Motivated Youth Academy (#1628).

Fiscal Impact: $9,000.00

MEMORANDUM of UNDERSTANDING

Between **Campo Kumeyaay Nation** and **Motivated Youth Academy**

1) Purpose of Memorandum

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative relationship between Motivated Youth Academy (MY Academy/MYA) and Campo Kumeyaay Nation (Campo). This MOU will document the details of their partnership.

2) Description of Partner Agencies

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

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

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

Campo Kumeyaay Nation (Campo) is a Federally Recognized Indian Tribe.

3) Roles and Responsibilities

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

MY Academy will:

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

- ☐ Provide access to data on dual relationship clients, in accordance with FERPA.

Campo will:

- ☐ Provide Campo resources and support to participant referrals from MY Academy.
- ☐ Provide information on Campo community-based events.
- ☐ Support MY Academy by attending partner sponsored community-based events.
- ☐ Provide participant contact information as needed, to meet with mutual participants.
- ☐ Provide data on dual relationship clients.

4) Both organizations will:

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

- MY Academy: Bill Dobson, Director, bdobson@myacademy.org or their designee
- Campo: Marcus Cuero, Tribal Chairman, marcuscuero@campo-nsn.gov

5) Timeline

The roles and responsibilities under this MOU shall commence as of June 1, 2026 and shall continue until cancelled by either party, given thirty (30) days notice. Any modification of this MOU is effective with the written mutual consent of the involved Participating Agencies. This MOU may be signed by counterparts.

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

6) Conditions and Termination

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

7) Commitment to Partnership

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

_____ _____

Bill Dobson, Director
Motivated Youth Academy

Date

_____ _____

Marcus Cuero, Tribal Chairman
Campo Kumeyaay Nation

Date

PORTRAIT OF A LEARNER~~GRADUATE~~

Prepared. Compassionate. Future-Ready.

500 La Terraza Blvd, Suite 150
Escondido, CA 92025
Main Office Line: (619) 343-2048
https://myacademy.org/

ADMINISTRATION

Bill Dobson
Interim Director/Chief Executive Officer

BOARD OF DIRECTORS

William Hall, Board President
Michael Humphrey, Board Vice President
Steve Fraire, Board Clerk
Peter Matz, Board Member
Larry Alvarado, Board Member

Vision

A MY Academy learner~~graduate~~ is more than academically prepared—they are emotionally intelligent, dependable, and driven by purpose. They embody our core values and possess the essential skills to thrive in a complex and ever-changing world.

Core Values That Guide the Learner~~Graduate~~

Our learners~~graduates~~ live these values every day:

- **All Are Welcome**: They create inclusive spaces and value diverse perspectives.
- **We Celebrate The Small Things**: They recognize growth in themselves and others.
- **We Choose Hope**: They believe in possibilities and persist through adversity.
- **We Are Servant Leaders**: They lead through empathy and service to others.
- **Feedback Is Critical**: They seek and use feedback to grow.
- **We Pursue Gratitude**: They find joy in learning and express appreciation.

Essential Learner~~Graduate~~ Competencies

1. Emotional Intelligence

"We lead with heart and humility."

A MY Academy learner~~graduate~~:

- Recognizes and articulates their own emotions and those of others.
- Interacts with empathy, kindness, and patience.
- Responds to conflict with calm, seeks mutual understanding, and models integrity.
- Reflects on their actions to build stronger relationships and communities.

Connected Values:
All Are Welcome, We Are Servant Leaders, Gratitude, Feedback Is Critical

2. Dependability

"We build trust by showing up and following through."

A MY Academy learner~~graduate~~:

- Follows through on commitments with integrity and accountability.
- Demonstrates time management and readiness.
- Seeks help when needed and adapts responsibly to challenges.
- Earns trust through consistency, preparedness, and self-discipline.

Connected Values:
We Celebrate the Small Things, Feedback Is Critical, We Choose Hope

3. Resourcefulness

“We keep going until we find a way.”

A MY Academy learner~~graduate~~:

- Identifies when they need help and seeks it thoughtfully.
- Gathers and applies diverse sources of information to solve problems.
- Demonstrates adaptability, persistence, and a lifelong learning mindset.
- Sees obstacles as opportunities to grow.

Connected Values:
We Choose Hope, We Pursue Gratitude, We Celebrate the Small Things

4. Collaboration

“We go further, together.”

A MY Academy learner~~graduate~~:

- Respects and uplifts team members from all backgrounds.
- Communicates clearly and listens actively.
- Shares leadership and responsibility to achieve group goals.
- Resolves conflict thoughtfully and inclusively.

Connected Values:
All Are Welcome, Servant Leadership, Feedback Is Critical

5. Creative & Critical Thinking

"We think with purpose and possibility."

A MY Academy learner~~graduate~~:

- Asks questions and gathers multiple perspectives.
- Evaluates information critically and connects ideas creatively.
- Designs solutions that are both innovative and responsible.
- Thinks deeply about the implications of their decisions.

Connected Values:
We Celebrate the Small Things, Feedback Is Critical, We Choose Hope

6. Communication

"We listen, reflect, and speak with purpose."

A MY Academy learner~~graduate~~:

- Tailors their communication style to the audience and setting.
- Actively listens and reflects to build understanding.
- Communicates clearly and respectfully across platforms.
- Engages others through confident, creative expression.

Connected Values:
Feedback Is Critical, All Are Welcome, Gratitude

7. Career Development

"We are future-ready and purpose-driven."

A MY Academy learner~~graduate~~:

- Applies career experiences and mentorships to shape their path.
- Demonstrates professionalism and digital citizenship.
- Networks, seeks mentors, and leads with humility.
- Adapts to new roles and responsibilities with confidence.

Connected Values:
We Choose Hope, Servant Leadership, We Celebrate the Small Things

The MY Academy Learner~~Graduate~~ Is…

- **Empowered** by knowledge
- **Grounded** in values
- **Equipped** with skills
- **Committed** to their community
- **Ready** for what's next

PORTRAIT OF A LEARNER

Prepared. Compassionate. Future-Ready.

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ADMINISTRATION

Bill Dobson
Interim Director/Chief Executive Officer

BOARD OF DIRECTORS

William Hall, Board President
Michael Humphrey, Board Vice President
Steve Fraire, Board Clerk
Peter Matz, Board Member
Larry Alvarado, Board Member

Vision

A MY Academy learner is more than academically prepared—they are emotionally intelligent, dependable, and driven by purpose. They embody our core values and possess the essential skills to thrive in a complex and ever-changing world.

Core Values That Guide the Learner

Our learners live these values every day:

- **All Are Welcome**: They create inclusive spaces and value diverse perspectives.
- **We Celebrate The Small Things**: They recognize growth in themselves and others.
- **We Choose Hope**: They believe in possibilities and persist through adversity.
- **We Are Servant Leaders**: They lead through empathy and service to others.
- **Feedback Is Critical**: They seek and use feedback to grow.
- **We Pursue Gratitude**: They find joy in learning and express appreciation.

Essential Learner Competencies

1. Emotional Intelligence

"We lead with heart and humility."

A MY Academy learner:

- Recognizes and articulates their own emotions and those of others.
- Interacts with empathy, kindness, and patience.
- Responds to conflict with calm, seeks mutual understanding, and models integrity.
- Reflects on their actions to build stronger relationships and communities.

Connected Values:
All Are Welcome, We Are Servant Leaders, Gratitude, Feedback Is Critical

2. Dependability

"We build trust by showing up and following through."

A MY Academy learner:

- Follows through on commitments with integrity and accountability.
- Demonstrates time management and readiness.
- Seeks help when needed and adapts responsibly to challenges.
- Earns trust through consistency, preparedness, and self-discipline.

Connected Values:
We Celebrate the Small Things, Feedback Is Critical, We Choose Hope

3. Resourcefulness

“We keep going until we find a way.”

A MY Academy learner:

- Identifies when they need help and seeks it thoughtfully.
- Gathers and applies diverse sources of information to solve problems.
- Demonstrates adaptability, persistence, and a lifelong learning mindset.
- Sees obstacles as opportunities to grow.

Connected Values:
We Choose Hope, We Pursue Gratitude, We Celebrate the Small Things

4. Collaboration

“We go further, together.”

A MY Academy learner:

- Respects and uplifts team members from all backgrounds.
- Communicates clearly and listens actively.
- Shares leadership and responsibility to achieve group goals.
- Resolves conflict thoughtfully and inclusively.

Connected Values:
All Are Welcome, Servant Leadership, Feedback Is Critical

5. Creative & Critical Thinking

“We think with purpose and possibility.”

A MY Academy learner:

- Asks questions and gathers multiple perspectives.
- Evaluates information critically and connects ideas creatively.
- Designs solutions that are both innovative and responsible.
- Thinks deeply about the implications of their decisions.

Connected Values:
We Celebrate the Small Things, Feedback Is Critical, We Choose Hope

6. Communication

“We listen, reflect, and speak with purpose.”

A MY Academy learner:

- Tailors their communication style to the audience and setting.
- Actively listens and reflects to build understanding.
- Communicates clearly and respectfully across platforms.
- Engages others through confident, creative expression.

Connected Values:
Feedback Is Critical, All Are Welcome, Gratitude

7. Career Development

“We are future-ready and purpose-driven.”

A MY Academy learner:

- Applies career experiences and mentorships to shape their path.
- Demonstrates professionalism and digital citizenship.
- Networks, seeks mentors, and leads with humility.
- Adapts to new roles and responsibilities with confidence.

Connected Values:
We Choose Hope, Servant Leadership, We Celebrate the Small Things

The MY Academy Learner Is…

- **Empowered** by knowledge
- **Grounded** in values
- **Equipped** with skills
- **Committed** to their community
- **Ready** for what’s next

COMPREHENSIVE SCHOOL SAFETY PLAN

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Main Office Line: (619) 343-2048

https://myacademy.org/

ADMINISTRATION

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Interim Director/Chief Executive Officer

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Peter Matz, Board Member

Larry Alvarado, Board Member

EVALUATION OF PROGRESS AND REVISION OF COMPREHENSIVE SAFETY PLAN

The Comprehensive School Safety Plan (CSSP) was established to ensure the health and safety of pupils and staff, in compliance with California SB 719 and AB 115. The CSSP shall be reviewed and adopted by March 1 of each year to ensure proper implementation. Motivated Youth Academy (MYA or School) CSSP is in compliance with Education Code Sections 32282(2)(a), 44237, and 47605(F)(i)-(ii). An updated file of all safety-related plans and materials is readily available for inspection by the public and is kept in each school's administration office.

The CSSP contains the following elements:

- Assessment of School Crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify learning facilitators of dangerous pupils
- Discrimination and harassment policies
- Schoolwide dress code
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment

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SECTION 1: SCHOOL SAFETY ASSESSMENT

Comprehensive School Safety Plan Purpose

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

- For all school personnel to use in responding to emergency situations and to ensure that school personnel will be prepared to respond to any disaster or emergency in an orderly and effective manner.
- For developing supplementary plans.
- For emergency response training for all employees and students.
- For the equipment and supplies to have available prior to a disaster as applicable.

Suspension and Expulsion Rates

MYA has a 0% suspension and expulsion rate. MY Academy is a NonClassroom Based Charter School implementing an Enriched Virtual Model of Blended Learning. Students meet primarily with their Learning Facilitator in one on one settings. Due to the online, independent study nature of the school, very few disciplinary situations arise. Most issues can be handled with a warning and/or a phone call to the educational rights holder. In the event that a student is suspended or expelled, the procedures outlined in the student handbook will be followed.

Immigration Enforcement: Notification, Access, and Response Procedures

Immigration Enforcement Notification Procedures (Ed. Code § 32282(a)(2)(N)) Pursuant to SB 98 (2025), the School shall promptly notify parents/guardians, teachers, administrators, and school personnel when immigration enforcement activity occurs at school offices or school-sponsored events.

Definitions

Immigration enforcement: Any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal civil or criminal immigration law. Immigration enforcement can be presumed to be occurring when carried out by any officer or agent from U.S. Immigration and Customs Enforcement (ICE), U.S. Customs and Border Protection (CBP), or other federal agency engaged in civil or criminal immigration enforcement.

Confirmed presence: Presentation of a valid judicial warrant, visual confirmation by staff, verbal acknowledgment by a law enforcement official, or other reliable evidence.

Mandatory Notification Procedure

Upon confirmation of immigration enforcement presence at any school office or school-sponsored event, the Superintendent or designee shall consider the safety and well-being of the pupils, employees, and community members associated with the school when determining when and how to issue the notification. Notification shall be issued to all parents/guardians, teachers, administrators, and school personnel using email and/or text messaging.

Notifications shall not include any personally identifiable information. Required Notification Content Notifications shall be provided in English and in all languages required under Education Code § 48985 and shall include:

Confirmation that immigration enforcement activity occurred, and provide the date and other information, considering the safety and well-being of the school community

Assurance that the school is monitoring the situation and prioritizing student safety

Reminder that every child has the right to attend school regardless of immigration status

Link or reference to school or community resources for immigrant families (if available)

California law provides protections for students and families in situations involving actual or perceived immigration enforcement activities. Although Motivated Youth Academy (MYA) does not operate a traditional school site, these requirements apply

during any in-person event, testing session, or activity where MYA personnel and students are present.

When applicable, MYA personnel shall not grant immigration enforcement officers access to students, student records, or areas where MYA personnel and students are gathered unless the officer presents a valid judicial warrant signed by a federal judge or magistrate. Administrative warrants are not sufficient for granting access. If immigration enforcement officers appear at a MYA in-person activity, personnel will immediately notify the School Director, request identification and the stated purpose of the visit, and decline entry where possible until documentation has been reviewed by MYA administration.

The Director or designee will examine any warrant or request to determine whether it meets legal requirements and will communicate directly with the enforcement officer regarding MYA's response. All encounters will be documented in accordance with MYA procedures.

MYA will notify parents, guardians, and educational partners as soon as reasonably possible, unless prohibited by law, and will provide communication in the primary language listed in the student's records. Notifications will describe the nature of the enforcement activity, whether students or staff were contacted, and any relevant rights or resources available to families and educational partners. Student information will remain protected under FERPA and California law, and MYA will not release educational records or personally identifiable information unless compelled by a valid court order that has been reviewed and verified by the Director or designee.

All personnel will receive annual training on these procedures, including recognizing valid warrants, responding to actual or perceived immigration enforcement activity, meeting notification requirements, and maintaining confidentiality. For in-person events or testing sessions, participating personnel will review these procedures in advance and be prepared to contact administration if an immigration enforcement officer appears.

When appropriate, MYA will also inform hosting facilities that the school follows California's student and family immigration-enforcement protections.

Crime Statistics

MYA students reside anywhere within the following counties: Imperial, Orange, Riverside, and San Diego. Crime statistics vary greatly in this vast area of coverage. Because no students attend school in person (outside of scheduled events and state testing), crime statistics are not available.

School Crime Statistics

The School will assess and compile statistics pertaining to all crime, including sex offenses, committed on the premises of school-related functions, if applicable. The school will complete an incident form to document each applicable occurrence. The School will also insert an annual breakdown of incidents by month, if applicable. Information obtained will assist the School in developing programs to reduce the incidence of crime.

Discipline Statistics

Causes for student discipline on behalf of MYA are primarily the result of plagiarism, virtual meeting conduct, and occasionally, cyber-bullying. The student handbook outlines the guidelines for these infractions as well as the consequences.

Procedures and Protocols to Assess and Respond

In compliance with AB 671, effective January 1, 2024, Motivated Youth Academy is committed to assessing and responding appropriately to dangerous, violent and unlawful activity that is being conducted or threatened to be conducted at an activity sponsored by the school.

The "Assessment of the Current Status of School Crime and Safety" along with the "Risk Assessment" portions of this plan help MYA identify the types of violent and unlawful activity and the potential for such activities. These assessments are used to

identify the need for training, resources, equipment and strategies to mitigate, prevent, prepare for, respond to and recover from violent and unlawful activity. Using these assessments, Goals and Objectives are written to improve response to such activity.

School administration, safety committee, risk management and other needed resources along with law enforcement may conduct an investigation into violent, dangerous and unlawful activities. Depending on the investigation outcomes, administration will follow Motivated Youth Academy's procedures for discipline and will assist in any necessary prosecution procedures through the District Attorney's office.

Motivated Youth Academy adheres to the following Law Enforcement Notification Matrix:

CALL 911	CALL for Law Enforcement (911 if immediate danger - Dispatch if non-emergency)	Notification to Law Enforcement (911 if immediate danger - Dispatch if non-emergency)
● Bomb threat/Suspicious package ● Firearm ● Explosive ● Fire ● Immediate risk of harm to student(s) and/or staff' ● Medical emergency ● Possible abduction	● Assault with a dangerous weapon and/or resulting in great physical injury (EC 48902) ○ Loss of consciousness; concussion; bone fracture; protracted loss or impairment of function of any bodily member or organ; a wound requiring extensive suturing; disfigurement ● Report of sexual assault or battery (Grades 4-12) (EC 48902) ○ Touching an intimate part of another person, against the person's will, for the specific purpose of sexual gratification,	● Physical attack, assault or threat toward employee (EC 44014) ● Possession of controlled substance (EC 48902) ● Possession of other dangerous weapon (EC48902) ○ Dirk, dagger, ice pick, knife having a blade longer than 2 1/2 inches, folding knife with a blade that locks into place, razor with an unguarded blade, taser, or stun gun,any instrument that

	sexual arousal, or sexual abuse ● Homicidal threat (Grades 6-12) (EC 49390) ○ Any action that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity	expels a metallic projectile, such as a BB or a pellet.

Procedures to Prevent and Respond to Child Abuse, Neglect, and Sex Offenses

The School is committed to protecting all students from child abuse, neglect, and sex offenses. In compliance with applicable state law (as amended by SB 848 (2025), the School's Comprehensive School Safety Plan includes procedures to prevent, identify, and respond to such concerns in the context of its independent study program.

Prevention and Supervision Measures

- As an independent study program, students are typically under the direct supervision of their educational rights holders.
- MY Academy ensures that school-sponsored events take place in safe and appropriate settings. For all MY Academy events that are not titled "drop-off" events, educational rights holders are responsible for supervising their children.
- All employees, volunteers, contractors, and governing board members will receive annual training on recognizing and reporting suspected child abuse, neglect, or sexual misconduct, consistent with mandated reporter laws and state training requirements. For the purposes of this training requirement, a "volunteer" is "a person who is over 18 years of age and who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee." All contractors whose duties require contact with or supervision of pupils at the School will also receive annual training on recognizing and reporting suspected child abuse, neglect, or sexual misconduct, consistent with mandated reporter laws and state training requirements. Such

required mandated reporter training must occur within the first six weeks of the school year or within the first six weeks of the person's employment or affiliation with the School.*
- The School fosters a professional environment in which all interactions between staff, students, and families reflect respect, safety, and appropriate boundaries.

Reporting and Response Procedures

- All employees, volunteers, contractors, and governing board members are mandated reporters and must immediately report any reasonable suspicion of child abuse or neglect to child protective services or law enforcement, as required by the California Child Abuse and Neglect Reporting Act (Penal Code Sections 11164–11174.3). For the purposes of this requirement, a "volunteer" is "a person who is over 18 years of age and who interacts with pupils outside of the immediate supervision and control of the pupil's educational rights holder or a school employee."
- All contractors whose duties require contact with or supervision of pupils are mandated reporters and must immediately report any reasonable suspicion of child abuse or neglect to child protective services or law enforcement, as required by the California Child Abuse and Neglect Reporting Act (Penal Code Sections 11164–11174.3).
- Reports are made directly to the appropriate agency, and the School cooperates fully with investigations to ensure the safety and support of the student involved.
- The School maintains confidentiality as required by law to protect student and family privacy.

*My Academy is aware of the recent amendments to the mandated reporter provisions per Senate Bill 848 (2025). Our administration, in collaboration with legal counsel, is actively reviewing its potential impacts on mandated reporter training protocols as applicable to volunteers and contractors. As we continue to explore the nuances of this decision, we remain committed to ensuring our practices remain compliant with current legal requirements.

SECTION 2: EMPLOYEE CRIMINAL CHECK

All candidates for employment will complete a criminal background check through the California Department of Justice as part of the onboarding process. No person with a violent or serious felony conviction outlined in Education Code Sections 44830.1, 45122.1, 45123, and 45124 will be employed by MYA. Additionally, employment with MYA will be subject to subsequent arrest notifications provided by the Department of

Justice (Education Code Section 45125(2)(j)).

Live Scan and Background Checks and Discrimination

Information discovered through the background check process will be used solely for the purpose of evaluating a candidate's suitability for employment or service to the School, and will not be used to discriminate against a candidate on the basis on actual or perceived race (including traits historically associated with race, including but not limited to hair texture and protective hairstyles such as braids, locks, or twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion, (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer and genetic characteristics), reproductive health decision-making, family or medical leave status, sex (including pregnancy, childbirth, breastfeeding or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status, use of cannabis off the job and away from the workplace, any combination of the above protected characteristics, or any other consideration made unlawful by federal, state or local laws.

SECTION 3: CHILD ABUSE REPORTING

Definitions

1. Child abuse and neglect includes the following:
   a) A physical injury inflicted by other than accidental means on a child by another person.
   b) Sexual abuse, assault or exploitation of a child.
   c) The negligent treatment or the maltreatment of a child by a person responsible for the child's welfare under circumstances indicating harm or threatened harm to the child's health or welfare

d) The willful harming or injuring of a child or the endangerment of the person or health of a child, which means a situation in which any person willfully causes or permits any child to suffer, or inflicts thereon, unjustifiable physical pain or mental suffering, or having the care or custody of any child, willfully causes or permits the person or health of the child to be placed in a situation in which his or her person or health is endangered.
e) Unlawful corporal punishment or injury resulting in a traumatic condition.
f) Neglect of a child or abuse in out-of-home care.

2. "Mandated Reporters" are defined in Penal Code Section 11165.7 and include virtually all school employees, including learning facilitators, administrators, supervisors of child welfare and attendance, certificated pupil personnel employees, school psychologists, licensed nurses, counselors, instructional aides, and all classified employees.

3. “Child Protective Agencies" are those law enforcement and child protective services responsible for investigating child abuse reports, including the local police or sheriff department, county welfare or juvenile probation.

Duty to Report

In conformance with the requirements of the Penal Code, any school employee who has knowledge of or observes a child in their professional capacity or within the scope of their employment whom they know or reasonably suspects has been a victim of child abuse or neglect shall report the known or suspected instance of child abuse or neglect to the local law enforcement agency, county welfare department and/or child protective agency immediately or as soon as practically possible by telephone, and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The reporting duties are individual and cannot be delegated to another individual except under circumstances set forth in Penal Code 11166.

For the purposes of this reporting procedure and the Penal Code, “reasonable

suspicion" means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like situation, drawing when appropriate on their training and experience, to suspect child abuse or neglect.

Employees reporting child abuse or neglect to a child protective agency are encouraged, but not required, to notify the Executive Director or designee as soon as possible after the initial verbal report by telephone. When so notified, the Executive Director shall inform the Chief Executive Officer or designee. Administrators so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law and school regulations. At the mandated reporter's request, the Executive Director may assist in the completion but not filing of these forms.

Legal Responsibility and Liability

School employees required to report are not civilly or criminally liable for filing a required or authorized report of known or suspected child abuse or neglect. If a mandated reporter fails to report an instance of known or reasonably suspected child abuse or neglect, then they are guilty of a misdemeanor punishable by confinement in jail for up to six months, a fine of up to $1,000, or both.

When two or more persons who are required to report have joint knowledge of a suspected instance of child abuse, and when they so agree, the telephone report may be made by either of them, and a single report made and signed by that person. However, if any person who knows or should know that the designated person failed to make the report, that person then has a duty to do so.

While these internal procedures to apprise supervisors of reports may exist, they cannot impede or substitute for the mandatory reporting to outside agencies.

Contact Information

Report Suspected Child Abuse or Neglect to the California Department of Social Services

Imperial County

Imperial County Department of Social Services

Orange County

County of Orange Social Services Agency

Orange County Sheriffs Office

Riverside County

County of Riverside Department of Public Social Services

Riverside County Sheriffs Department

San Diego County

1. San Diego County Department of Children and Family Services (DCFS)
   (858) 616-5990 (24 hours per day-7 days per week)
   https://www.sandiegocounty.gov/content/sdc/hhsa/facilities/north_central/north_central_ region_administration_balboa.html
2. San Diego County Sheriff's Department
   9621 Ridgehaven Court, San Diego, CA 92123
   Non-Emergency (858) 974-2110
   https://www.sdsheriff.gov/i-want-to/contact-us

Child Abuse Training Requirement

All school employees must annually complete the mandated reporter training requirement as determined by the school administration. The training must be completed no later than October 15th every year. Newly hired employees are required to complete the training course within six (6) weeks of employment. Proof of completion of the training will be kept on file by Human Resources.

SECTION 4: DISASTER PROCEDURES

MYA is a Non-Classroom Based Charter School. The school uses a flex-based, Personalized Learning approach built around an Enriched Virtual Model of Blended Learning. Students meet with MYA staff one-on-one or in small groups at mutually agreed upon public locations such as public libraries, community centers, tribal halls, and similar locations.

Before meeting with students, families, and educational partners, MYA staff are trained to introduce themselves to the designated adult in charge at the meeting location, such as librarians, center directors, or facility managers. Staff will present their MYA ID badges and review emergency procedures and evacuation routes to ensure everyone is familiar with the location's safety protocols.

In the event of a disaster (e.g., earthquakes, fires, natural disasters, or security threats), MYA staff will follow the safety protocols and procedures of the facility they are visiting or renting, as directed by the supervising authority in charge. Special consideration will be given to students with disabilities in all emergency situations.

In addition, all school employees are required to participate in yearly training. Training and information on the following incidents is provided:

- Active Shooter/Armed Intruder/Lockdown
- Bomb threat (See Appendix G)
- Chemical Spills
- Earthquake (See Appendix F)
- Fire and Explosion Hazard

If any of the above situations occurs during an MYA field trip event or on location (rented space) for state testing, all staff will take action to ensure student safety in accordance with the building/facility staff’s established policies and procedures.

Site Specific Safety Plan

The Executive Director or their designee will maintain a School Safety Plan in compliance with Education Code and board policy. The staff of the school will be familiar with the emergency response procedures of the school and the partnering agencies as applicable. All staff members will be trained in emergency response and to provide students with the instruction and practice they need in order to respond appropriately during emergencies and disasters.

The Executive Director will activate the School's Safety Plan in a major disaster or when an emergency exists or threatens to exist that may impact the safety and well-being of students, employees and surrounding community. When the School Safety Plan is activated, or a disaster plan is implemented at a site where school staff, students, or educational partners are present, all staff will follow an Incident Command System (ICS). ICS is an organizational structure used by all emergency responders in the State of California when responding to an incident, which ensures centralized direction and coordination. Under ICS, one person (the Incident Commander) is in charge of the emergency at the school site. The Incident Commander has full authority to command and direct resources. The Executive Director is typically the Incident Commander and will coordinate response and services with the CEO and the administration of the partnering agencies as appropriate.

Depending on the nature and scope of the emergency, the Executive Director may appoint Section Chiefs to oversee the four other functions: Planning, Operations, Logistics and Finance and Administration. If the situation warrants, the Executive Director can perform any or all five functions. The CEO will provide support to the Executive Director and may act as the Incident Commander in their absence.

Incident/School Commander

The Management/Command Section is responsible for overall policy, direction and coordination of the emergency response effort during the incident. This Command Section is also responsible for interacting with responding agencies.

Responsibilities:

1. Assess emergency or threat and impact to students, staff, school property and surrounding community.
2. Activate School Disaster Plan and Incident Command System.
3. Establish an Incident Command Post.
4. Develop and communicate a plan of action.
5. Provide school with site specific status report.
6. Authorize any release of public information.
7. Release learning facilitators as appropriate.
8. Declare end of emergency-initiate recovery if appropriate.
9. Remain in charge of the campus until redirected/released by superintendent of schools, or relieved by fire or law enforcement incident commander.

Operations Section

The Operations Section is responsible for coordinating all operations in support of the emergency response and for implementing action plans. This section includes response teams that work toward reduction of the immediate hazard, mitigating damage, and establishing control and restoration of normal operations.

Responsibilities:

1. Coordinate Staff Buddy Assignments
2. Coordinate Student Messengers
3. Coordinate Search and Rescue
4. Coordinate Campus Check and Security
5. Coordinate Medical Aid
6. Coordinate Student Care
7. Coordinate Student Release
8. Coordinate Mental Health Counseling
9. Make sure teams have enough supplies
10. Reassign staff as needed

11. Schedule breaks and back-ups for staff
12. Coordinate mental health response activities

Planning/Intelligence Section

The Planning and Intelligence Section is responsible for collecting, evaluating, and disseminating information; maintaining documentation; and evaluating incoming information to determine the potential situation in the future.

Responsibilities:

1. Collect all information pertinent to incident (internal and external)
2. Analyze information for potential impacts or changes
3. Prepare and update status reports
4. Manage and update status board

Logistics Section

The Logistics Section is responsible for providing all types of support for the emergency response operation. This section orders all resources from off-site locations and provides facilities, services, personnel, equipment, transportation, and materials.

Responsibilities:

1. Open disaster container
2. Distribute supplies, kits, etc.
3. Set-up various staging area (s) for sanitation, feeding, etc.
4. Sign-in volunteers and assign to various sections needing assistance
5. Determine whether additional equipment, supplies, or personnel is needed
6. Make arrangements for transport of supplies and lodging of personnel

Finance and Administration Section

The Finance and Administration Section is responsible for accounting and financial activities such as establishing contracts with vendors, keeping pay records, and accounting for expenditures. This section is also responsible for all other administrative requirements and acts as the clearinghouse for documentation during the recovery phase.

Responsibilities:

1. Document all supplies redirected to emergency
2. Document all personnel time redirected to emergency (number of hours with description of activities performed)
3. Check with Section Chiefs to determine whether additional supplies, etc. will need to be purchased.
4. Purchase needed items
5. Document all activities.

Each School Site Safety Plan must include the following:

1. An evacuation route map (for the administrative office) (See Appendix E).
2. Student and employee accounting system and forms
3. Student check-out procedure.

As the school operates an independent study program, staff will adhere to the emergency plan of the facility or location when attending a field trip or conducting state testing.

Preparedness

Emergency preparedness at schools starts with school staff emergency preparedness at home. To ensure school staff are able to adequately respond to an emergency, disaster, or event, the following personal preparedness measures are recommended to be taken by staff:

1. Create a 72-hour emergency supply kit for the home.
2. Create an emergency car/office kit.
3. Develop a plan to reunite with family members.
4. Pack emergency supplies in the trunk of a personal vehicle including:

- Warm clothing
- Non-perishable food and water.
- Needed medication and first aid supplies.

- Personal hygiene supplies.
- Never let a personal vehicle become too low on fuel.

Disaster Service Workers

The School will comply with Section 3100 of the California Government Code, which states that public employees are disaster service workers who are subject to the disaster service activities assigned to them by their superiors or by law. The term public employees includes all personnel employed by State of California agencies, California county and city agencies, and public districts. MYA employees are designated as disaster service workers. Section 3100 of the California Government Code applies to public school employees for cases in which:

1. A local emergency has been proclaimed.
2. A State of Emergency has been proclaimed.
3. A Federal disaster declaration has been made.

Emergency Response Roles and Actions

If any of the following situations occurs during a MYA event or on location (rented space) for state testing, all staff will take action to ensure student safety.

- Active Shooter/Armed intruder
- Bomb Threat
- Chemical Accident
- Earthquake
- Explosion
- Fire
- Flood
- Windstorm
- Lockdown

Response

Response is the process of implementing appropriate actions while an emergency situation is unfolding. In this phase, schools mobilize resources needed to address the

emergency at hand. In any emergency situation, get help right away. Alert someone immediately—a school administrator, school nurse, the 911 Dispatcher, local fire department or police department, as appropriate.

School Responsibilities

If a disaster were to strike while students and staff are together at a location, or at a school event, the primary responsibility is to ensure the safety and security of students and staff. Students will look to staff for their safety and proper actions in a disaster. School personnel will remain with students until:

1. It is considered safe by the Executive Director;
2. A trusted adult identified on the students record in the MYA student information system arrives to pick up the student.

The Executive Director will:

1. Ensure that all personnel are familiar with the School Safety Plan and procedures.
2. Provide information to educational rights holders annually about the guidelines and procedures of the School Safety Plan as well as the trusted adults' responsibilities under the plan.
3. Work in coordination with the learning facilitators, staff, and representatives from rented locations in the event of a disaster or emergency.
4. Coordinate the implementation of the School Disaster Plan in an actual event.
5. Designate a person who will assist in a disaster situation in their absence.
6. Inform Trusted adults of the procedures for checking out students after a disaster.
7. Coordinate all emergency response efforts remotely, working with the learning facilitators at the scene, trusted adults of students participating in the school event or at state testing, and with representatives on location.

The Administrative Assistant will:

1. Assist the Executive Director with notification of educational rights holders.
2. Manage incoming calls, questions, and concerns to the main office.

3. Remain on duty until dismissed by the Executive Director.

The Learning Facilitator will:

1. Become familiar with the School Safety Plan.
2. Provide annual instruction to students in the drills and procedures.
3. Maintain a current roll sheet for each testing location; check roll during each disaster; report any missing students to Executive Director or designee.
4. Carry out other duties assigned by the Executive Director or designee.
5. Supervise and remain with their students unless they are assigned to other specific duties.
6. Keep student attendance sheet in their possession during drills and alerts. The attendance sheet will include information about special needs students or those with special medical issues.
7. Remain on site and carry out their assignments until officially dismissed by the Executive Director or administrative designee.

Procedure:

The supervising learning facilitator on location will have emergency contact information on their person at all times. The lead proctor on site at state testing locations will have contact information of emergency contacts identified in the Student Information System on site. Learning facilitators will follow the direction of officials, location personnel, and authorities to follow evacuation or lock down procedures of the facility. All staff will participate in annual training relative to active shooter response.

It is the responsibility of the learning facilitator to keep students calm and follow the instructions as given on site. As soon as possible, learning facilitators should contact the Executive Director to notify him/her of the situation. The Executive Director will remain in contact with the learning facilitator, relaying information to the educational rights holders as needed. Learning facilitators will remain on site until all students have been released to the educational rights holder listed on the permission slip or in the Student Information System.

Trusted Adult Responsibilities

The trusted adults of students identified in the schools Student Information System will be provided with a Student Permission Slip for each field trip. In case of a declared emergency, students will be released only to persons designated on this slip. Trusted adults are responsible for ensuring that information on the form is current at all times.

Trusted adults are asked to share in the School's responsibility of informing students what they should do in case of an emergency, disaster, or other dangerous event. Trusted adults need to give specific directions to each student to follow the school policy and directions of school personnel. It is critical that students do not receive directions from trusted adults that are contrary to the School's stated policy on retention at school and authorized release in case of a real or perceived emergency.

Earthquakes

In accordance with Education Code Section 32282 (II)-(IV), a drop procedure flier has been made available in Appendix F of this document and will be distributed to staff and students annually.

Cardiac Arrest Response Procedures

The School is committed to responding to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds.

What is Sudden Cardiac Arrest?

Sudden cardiac arrest occurs when the heart stops beating effectively, preventing blood flow to the brain and vital organs. It can occur without warning, even in individuals with no known risk factors. Immediate intervention is critical to survival.

- Cardiac Arrest: The heart has stopped or is beating ineffectively. Requires cardiopulmonary resuscitation (CPR) immediately.
- Heart Attack: A blockage in blood flow to the heart muscle that can sometimes lead to cardiac arrest.

Cardiac Arrest Emergency Response Procedures

If an individual is suspected of experiencing sudden cardiac arrest:

1. Ensure scene safety. Quickly assess the situation.
2. Check responsiveness and breathing. If unresponsive and not breathing (or only gasping), act immediately.
3. Call 9-1-1. Assign a staff member to contact emergency services.
4. Begin CPR immediately. Push hard and fast in the center of the chest.
5. Continue CPR until emergency responders arrive and take over care.

School Procedures

- Staff Training
    - Designated staff members receive CPR training through the National CPR Association.
    - Training is refreshed on a regular basis to ensure preparedness.
- Emergency Communication
    - During a suspected cardiac arrest event, staff will follow The School's established emergency communication procedures to ensure a rapid response.

The School is committed to ensuring that staff are prepared to respond effectively to sudden cardiac arrest by maintaining trained personnel, providing CPR training, and integrating response procedures into the school's comprehensive safety plan.

SECTION 5: SUSPENSION/EXPULSION

The school reserves the right to suspend or expel students pursuant to the school's policy and procedures established by the Board of Directors, and pursuant to federal and state law. Frequent interaction among students, and between students and faculty, will occur in MYA's Enriched Virtual Model of Blended learning via one-to-one and collaborative communication tools, or weekly Learning Period (LP) meetings. These

participants may also interact from time to time during scheduled school events and proctored testing events. The school has disciplinary procedures pertaining to a student's academic, interpersonal, and internet conduct. Discipline follows a process of Positive Behavior Interventions to each subsequent violation, with proper notifications at each step.

Interpersonal communication and conduct, in whatever form or arena it occurs, will be subject to MYA's policies that establish:

- expectations for civil and courteous student behavior.
- a process for investigating violations or alleged violations of same.
- any lawful penalties or interventions to be imposed as a result.

Penalties are increased for each subsequent offense until the student becomes a candidate for expulsion.

Grounds for Suspension or Expulsion

For MYA students, the applicable suspension and expulsion policy and procedure is set forth in the terms of the charter between the School and the authorizing School District, and in board policy. Copies of the charter petition and policy will be supplied upon request. In addition, MYA has a board approved Expulsion Plan that documents the schools role to assist the students continued successful access to education.

As to students with special education needs, discipline will be taken, where appropriate, in conformance with applicable law.

SECTION 6: PROCEDURES TO NOTIFY LEARNING FACILITATORS OF DANGEROUS PUPILS

The Charter School will comply with Education Code Section 49079 and shall inform the learning facilitator of each pupil who has engaged in, or is reasonably suspected to

have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The School shall provide the information to the learning facilitator based upon any records that the School maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

Notification of Suspension History

Each September and February, learning facilitators will be provided with a list via email of their enrolled students who have one or more suspensions of a serious or violent nature. This list includes student suspensions for the current year plus the previous three years. The following procedure is used in notifying learning facilitators of the suspension history:

1. Suspension lists are emailed and hand-delivered to each learning facilitator using a routing sheet. All learning facilitators sign the routing slip indicating their review of the data.
2. The hard copies will have a cover sheet marked “confidential” and learning facilitators will be reminded via email and on the routing sheet about the confidential nature of the data.
3. All routing sheets and suspension reports are to be returned after 5 days and filed in the school office.

Notification of Current Suspensions

To notify learning facilitators of suspensions as they occur during the school year, the following process is used:

1. Learning facilitators will be sent an email advising them of the nature of the serious act and the dates of the suspension as well as any other pertinent information regarding the suspension.
2. Learning facilitators will be reminded in the email about the confidential nature of the data.

Transfers/Mandatory Alternative Placement

When students are administratively transferred from one school to another for disciplinary reasons, learning facilitators (to whom the student is assigned) at the new school will be notified by the school administration and will be provided with written information regarding the reason(s) for the student's transfer as well as a copy of the student's behavior contract (if applicable). Copies of this written notice are maintained in the school office.

Student Convictions

When the school receives information from the juvenile court system that a student has been convicted of a serious or violent crime requiring learning facilitator notification, the Executive Director will provide written notice to the learning facilitator using the procedures outlined in “Current Suspensions.” Copies of this notice will be maintained in the school office.

SECTION 7: DISCRIMINATION AND HARASSMENT

Unlawful Harassment Policy

It is the policy of MYA to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, age, disability, marital status, citizenship or any other characteristic protected by law. MYA prohibits any such discrimination or harassment. It is MYA’s mission to provide a professional work and learning environment free of harassment, that maintains equality, dignity, and respect for all. It is a violation of this policy for any student, learning facilitator, administrator or other employee of MYA to harass a student, learning facilitator, administrator, or other employee through conduct or communication. This policy applies to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to MYA (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the

workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

What is Harassment?

Harassment can take many forms. As used in the CSSP, the term “harassment” includes:

1. Offensive remarks, comments, jokes, or slurs pertaining to an individual’s race, religion, sex, age, national origin or ancestry, disability, citizenship, veteran status, or any other protected status defined by law.
2. Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors, regardless of the gender of the individuals involved.
3. Offensive physical conduct, including touching, regardless of the gender of the individuals involved, including threats of harm, violence or assault.
4. Offensive pictures, drawings, photographs, or other communications, including email.
5. Threatening reprisals of an employee’s refusal to respond to requests for sexual favors or for reporting a violation of this policy.
6. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:
    a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment.
    b. Submission to, or rejection of, such conduct by an individual is used as a basis of employment decisions affecting such individuals.
    c. Such conduct has the purpose or effect of substantially interfering with the individual’s work performance or creating an intimidating, hostile or offensive working environment.

Responsibility

All MYA students, staff, and administrators have a responsibility for keeping their work and educational environment free of harassment.

Reporting

MYA encourages reporting of all actual or perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. However, MYA cannot resolve a harassment claim that has not been reported. Employees are responsible for reporting claims to the school, and the school in turn will take any and all necessary steps to address the employee's concerns. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor, and/or the school administration. In addition, MYA encourages individuals who believe they are being subjected to such conduct promptly to advise the offender that their behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. MYA recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although it is understood that an investigation will normally require the involvement of third parties.

Investigation/Complaint Procedure

All complaints of harassment will be promptly investigated. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but is not limited to, reprimand, suspension, or dismissal, depending on the nature and severity of the offense. Additionally, appropriate action will also be taken in the event the accusations are intentionally false or malicious in intent.

Informal Procedure

If for any reason an individual does not wish to address their offender directly, or if such action does not successfully end the offensive conduct, the individual should notify their immediate supervisor and/or the Office Manager who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the school's designated representatives, and such discussion is encouraged. An individual reporting harassment, discrimination or retaliation should be aware; however, that MYA may

decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

Formal Procedure

As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement, or believe they have witnessed such conduct, should discuss their concerns with their supervisor, school administrator or the Director of Human Resources. MYA encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality and discretion will be maintained throughout the investigation process to the extent consistent with adequate investigation and appropriate corrective action. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, or termination as MYA believes appropriate under the circumstances. If a party to a complaint does not agree with the school's resolution, that party may appeal to the MYA Executive Director or Director of Human Resources. False and malicious complaints of harassment, discrimination or retaliation as opposed to complaints which, even if erroneous are made in good faith, may be the subject of appropriate disciplinary action.

Retaliation

Retaliation against an individual for reporting harassment or discrimination or for participating in the investigation into a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Conclusion

This policy was developed to ensure that all employees can work in an environment free from harassment, discrimination and retaliation. MYA will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has any questions or concerns about these policies may speak with their supervisor, the Executive Director, or the Director of Human Resources. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of MYA prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges, and prerequisites of employment. The prohibitions against harassment, discrimination, and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

Cyber-Bullying

MYA expects its students to use all electronic communication methods in a responsible, ethical, and legal manner in order to ensure that offensive, harassing, or other communication jeopardizing the integrity of MYA has not been made available to other students. By accepting the invitation to Instant Message (IM) with others, students are agreeing that they will use IM properly for school-related purposes only, will

communicate with faculty and students appropriately, and will not take part in cyber-bullying or any other forms of harassment.

While communicating via any method, including electronic, or in person meetings, students are agreeing that they will use communication tools properly for school, will communicate with faculty and students appropriately, and will not take part in cyber-bullying or any other form of harassment.

Harassment and cyber-bullying of or by students or learning facilitators will not be tolerated in any environment. Harassment is defined as unwanted conduct based on protected class (e.g., race, color, national origin, religion, gender, age, disability, or sexual orientation). Cyber-bullying, otherwise known as electronic bullying, is defined as the use of electronic communications to bully others (via email, chat rooms, instant messaging, cell phones, threaded discussions, websites, or through other forms of electronic communication). “Unwanted conduct” includes but is not limited to: threats, insults, verbal abuse, racial slurs, or any other hostile communications designed to cause harm to others.

“Offensive content” includes, but is not limited to: sexual comments or images, racial slurs, gender-specific comments, or any comments that would offend someone on the basis of age, race, sex, color, religion, national origin, handicap, disability, or veteran status. Harassment and cyber-bullying are actions that interfere with school success and/or create a hostile environment and will not be permitted.

The use of offensive content motivated by unwanted conduct will hereafter be referred to as “abusive communication.”

Steps for Students to Follow

Students who believe that they are victims of cyber-bullying or harassment should follow the steps below:

1. Do not respond to the person engaging in the alleged harassment or

cyber-bullying.

2. Document specific instances of alleged cyber-bullying or harassment (i.e., keep a record of abusive correspondences and save the documents or communications).
3. If the abusive communication is from another student and occurs as part of coursework (i.e., as part of any class activity such as a threaded discussion, in person or virtual meeting, or group assignment), report the situation to the learning facilitator and send the learning facilitator the documentation.
4. If the abusive communication is from another student and occurs in any other school setting (i.e., not as part of a specific class), report the situation to the learning facilitator, notify the Director (or the director's designee) and complete the incident report form in the schools information system.
5. If the abusive communication is from a staff member, report the situation to the Executive Director.
6. If the abusive communication is from a school administrator, report the situation to the learning facilitator who will report it to the Chief Executive Officer.

Administrative Action Plan

When a student reports an incident of cyber-bullying or harassment to a learning facilitator:

1. The learning facilitator will collect and review documentation if the abusive communication occurs as part of coursework.
2. The learning facilitator will discuss the incident with the accused student and decide if the incident warrants a referral to a school administrator. This will depend on the severity of the incident and if this is a first time or repeat offense. Records of the actions taken will be appended to the student's electronic file.
3. The learning facilitator will warn the student about progressive interventions that may include a referral for suspension or expulsion for repeated offenses.
4. The learning facilitator will arrange a conference with the trusted adults listed as part of the students record in the school's Student Information System to discuss the matter.

5. If the student is referred to a school administrator, the student may be a candidate for MTSS/PBIS plan.

When a student reports an incident of cyber-bullying or harassment to a learning facilitator:

1. The learning facilitator will collect and receive documentation if the abusive communication occurs in any other school setting (i.e., not as part of a specific class).
2. The learning facilitator will discuss the incident with the accused student and decide if the incident warrants referral to the Executive Director. This will depend on the severity of the incident and if this is a first time or repeat offense. Records of the actions taken will be appended to the student's electronic file.

When a student reports an incident of cyber-bullying or harassment by a staff member to the Executive Director or Chief Executive Officer that person will discuss the incident with the accused and will take necessary actions to address the complaint.

Disciplinary Action

Students engaging in harassment or cyber-bullying:

- will have a conference with a trusted adult scheduled to discuss the matter.
- will receive a warning about progressive interventions that may include a referral for suspension or expulsion for a repeated offense.
- will be candidates for MYA's MTSS/PBIS plan that may lead to suspension or expulsion depending on the severity or frequency of the offense.

Staff Member Responsibilities Regarding Harassment or Cyber-Bullying:

- Staff members collect and review documentation and discuss the incident(s) with the student.
- Staff members record the documentation in the student's electronic file.
- Learning Facilitator arranges a conference with the student's trusted adult to discuss the matter.

- Learning Facilitator informs student of MYA's MTSS/PBIS plan that may lead to suspension or expulsion Executive Director initiates administrative expulsions as described above.

Hate Crime Reporting Procedures

Hate crimes occur when a perpetrator targets a victim because of their membership in a certain social group, usually defined by racial group, religion, sexual orientation, disability, ethnicity, nationality, age, gender, gender identity, or political affiliation.

Hate crimes can take many forms. Incidents may involve physical assault, damage to property, bullying, harassment, verbal abuse or insults, or offensive graffiti or letters.
Reporting procedures:

1. Any student who believes that they are a victim of hate-motivated behavior shall immediately contact the Executive Director or designee. If the student believes that the situation has not been remedied by the Executive Director or designee, they may file a complaint in accordance with the school's complaint procedures.
2. Staff who are informed of hate-motivated behavior or personally observe such behavior shall notify the Executive Director or designee. The Executive Director or designee shall notify law enforcement if it is determined that a hate-motivated crime occurred.
3. The Executive Director or designee shall ensure that staff receives appropriate training to recognize hate-motivated behavior and methods of handling such behavior in appropriate ways.

SECTION 8: SCHOOLWIDE DRESS CODE

The purpose of the MYA dress code is to advocate a successful, respectful, and safe learning environment for all students and staff. Dress may not interfere with or distract from learning and must be appropriate for the school activity. Inappropriate dress will be reported to a school administrator. If the school administrator finds the clothing is in violation of the dress code, individuals may be asked to change clothes when possible

or be prohibited from participating in a school-sponsored activity.

Examples of Inappropriate Dress

- Clothing, jewelry, book covers, backpacks or binders that contain sexual connotations, mentions tobacco, alcohol, drugs, profanity, obscenity, weapons, violence, or gangs
- Clothing that is revealing, strapless, see-through, low-cut, or exposes the midriff
- Clothing that is not the appropriate length to meet the tips of the fingers when arms are down at the side with fingers extended
- Pants and shorts must fit at the waist without sagging to reveal undergarments
- Shoes must be worn at all times
- Clothing which may be intimidating to others such as metal studs, spikes, gang affiliation/attire, or puts the wearer in danger

School administration retains the sole discretion to make the final determination whether clothing, jewelry and accessories, and/or appearance meet acceptable standards.

SECTION 9: SAFE INGRESS AND EGRESS

MYA is an independent study program. By nature, students do not come to a campus, and the school is only in custody of students when the student is present at organized school activities, or annual state test proctoring. In the event that students will be in the direct care of the school, personnel will provide all relevant ingress and egress information specific to the location as applicable in order to ensure the safety of pupils, trusted adults, and school employees in route to and from school events or activities.

SECTION 10: SAFE AND ORDERLY ENVIRONMENT

It is the priority of MYA to provide students, families, and staff a safe environment free from harm, so they can pursue and support the education goals of the students.

Nondiscrimination and Fair Treatment of Pupils

MYA is non-sectarian in its programs, admissions policies, employment practices, and all other operations. MYA does not charge tuition and does not discriminate on the basis of race, ethnicity, national origin, gender, or disability as required by Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Education 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990.

Hazard Assessments

On a monthly basis the school will conduct an assessment of any hazards and complete the Hazard Assessment Checklist. Checklists will be kept on file in Human Resources.

APPENDIX A: SUICIDE PREVENTION

The publications of many organizations and governmental agencies contain advice for people who are engaged with suicidal people. That advice is summarized below.

Do's

Listen to what the person is saying and take her/his/their suicidal threat seriously. Many times a person may be looking for just that assurance.

Observe the person's nonverbal behavior. In children and adolescents, facial expressions, body language, and other concrete signs often are more telling than what the person says.

Ask whether the person is really thinking about suicide. If the answer is "YES," ask how she/he plans to do it and what steps have already been taken. This will convince the person of your attention and let you know how serious the threat is.

Get Help by contacting an appropriate Crisis Response Team member. Never attempt to handle a potential suicide by yourself.

Stay with the person. Take the person to a CRT member and stay with that person for a while. The person has placed trust in you, so you must help transfer that trust to the other person.

Don'ts

Don't leave the person alone for even a minute.

Don't act shocked or be sworn to secrecy.

Don't underestimate or brush aside a suicide threat ("You won't really do it; you're not the type"), or to shock or challenge the person ("Go ahead. Do it"). The person may already feel rejected and unnoticed, and you should not add to the burden.

Don’t let the person convince you that the crisis is over. The most dangerous time is precisely when the person seems to be feeling better. Sometimes, after a suicide method has been selected, the person may appear happy and relaxed. You should, therefore, stay involved until you get help.

Don’t take too much upon yourself. Your responsibility to the person in a crisis is limited to listening, being supportive, and getting her/him to a trained professional. Under no circumstances should you attempt to counsel the person.

APPENDIX B: EDUCATIONAL ACTIVITY PERMISSION SLIP AND WAIVER

For use by a trusted adult of a student participating in a group or educational rights holder guided educational activity.
Group Activity: _____
Activity Location:_____
Activity Date:_____ Leave By:_____ Return By:_____

Learning Facilitator/Supervising Charter Employee Name _____

Information: Education code Section 35330 authorizes the governing board of any school district to conduct events or excursions for students in connection with courses of instruction or school related social, educational, cultural, athletic or school band activities to and from places in the state, any other state, the District of Columbia, or a foreign country. Scheduled events or excursions may be connected with such courses of instruction or such school activities that further the student's education and participation is voluntary.

Student #_____ Student Name_____ Grade____ Cost_____
Student #_____ Student Name_____ Grade____ Cost_____
Educational Rights Holder Name_____
Address_____ City_____ Zip_____
Home #_____ Cell #_____ Work #_____
Email_____

PLEASE INITIAL #1 OR #2 BELOW TO INDICATE DESIRED ACTION IN THE EVENT OF ACCIDENT OR EMERGENCY:

1. ___ In the event of an accident or emergency, when an Educational Rights Holder is unavailable, I hereby authorize a representative of the school to make such arrangements as they consider necessary for my child to receive medical/hospital care, including necessary transportation.

Under such circumstances, I further authorize the physician named below to undertake such care and treatment of my child as they consider necessary. In the event that said physician is not available at any time, I authorize such care and treatment to be performed by a licensed physician or surgeon. **THE UNDERSIGNED EDUCATIONAL RIGHTS HOLDER FULLY UNDERSTANDS HE/SHE IS RESPONSIBLE TO PAY ALL COSTS INCURRED AS A RESULT OF THE FOREGOING.**

If your child is injured at a group educational activity, contact the school at _____

2. ___ I do not choose the above statement and desire the following action to be taken:

_____

WAIVER: “California law provides as follows: „All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state events or excursions and all parents or guardians of pupils taking out-of-state events or excursions shall sign a statement waiving all claims“”. (Ed. Code Sec. 35330)

Motivated Youth Academy/ MYA Charter School (Hereinafter referred to as "The Charter School")

I/We,_____ intend to participate in the above-described educational activity. I acknowledge that my participation in this activity is not required by “The Charter School”, or any Learning Facilitator or employee of “The Charter School and is voluntary. I understand that in determining that participation in this Activity has educational value, “The Charter School” has not investigated or approved its safety, the qualifications or financial responsibility of any person or firm involved in the Activity, or the facilities or equipment to be used. In addition, the charter school has not provided or approved transportation to or from this Activity. All participants are expected to secure their own transportation to and from the Activity. In consideration for being permitted to participate in this Activity I may be entitled to education credit. I hereby waive, release and discharge “The Charter School” from any and all claims for damages or personal injury, death, or property damage which I may have, or which may hereafter occur as a result of my participation in the Activity. It is understood that the Activity may involve an element of risk and danger of accidents and knowing those risks, I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS RELEASE OF LIABILITY IS A CONTRACT BETWEEN MYSELF AND THE CHARTER SCHOOL

My signature below authorizes my student to participate in this group education activity. By signing below I represent that I have the authority to sign this form on behalf of any minor(s) listed above.

Trusted Adult Name (PRINTED)_____
Trusted Adult Signature_____

Relationship to Minor_____ Date:_____

I give permission for my child/children to have any photos taken on this school scheduled event to be used on the school's website or social media pages.
Yes_____ No_____

Return Form By:_____
OFFICE USE: Number of students attending #_____
Number of other family members attending #_____
Amount Enclosed $_____(CHECK ONLY)

APPENDIX C: SUSPECTED CHILD ABUSE REPORT, FORM SS8572

STATE OF CALIFORNIA
BCIA 8572
(Rev. 04/2017)

DEPARTMENT OF JUSTICE
Page 1 of 2

SUSPECTED CHILD ABUSE REPORT
(Pursuant to Penal Code section 11166)

Print Form | Clear Form

To Be Completed by Mandated Child Abuse Reporters
PLEASE PRINT OR TYPE

CASE NAME: _____
CASE NUMBER: _____

A. REPORTING PARTY

NAME OF MANDATED REPORTER	TITLE	MANDATED REPORTER CATEGORY
REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS Street City Zip		DID MANDATED REPORTER WITNESS THE INCIDENT? ☐ YES ☐ NO
REPORTER'S TELEPHONE (DAYTIME)	SIGNATURE	TODAY'S DATE

B. REPORT NOTIFICATION

☐ LAW ENFORCEMENT ☐ COUNTY PROBATION ☐ COUNTY WELFARE / CPS (Child Protective Services)	AGENCY	
ADDRESS Street City Zip		DATE/TIME OF PHONE CALL
OFFICIAL CONTACTED - NAME AND TITLE		TELEPHONE

C. VICTIM One report per victim

NAME (LAST, FIRST, MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS Street City Zip			TELEPHONE
PRESENT LOCATION OF VICTIM	SCHOOL	CLASS	GRADE
PHYSICALLY DISABLED? ☐ YES ☐ NO	DEVELOPMENTALLY DISABLED? ☐ YES ☐ NO	OTHER DISABILITY (SPECIFY)	PRIMARY LANGUAGE SPOKEN IN HOME
IN FOSTER CARE? ☐ YES ☐ NO	IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE: ☐ DAY CARE ☐ CHILD CARE CENTER ☐ FOSTER FAMILY HOME ☐ FAMILY FRIEND ☐ GROUP HOME OR INSTITUTION ☐ RELATIVE'S HOME		TYPE OF ABUSE *(CHECK ONE OR MORE)*: ☐ PHYSICAL ☐ MENTAL ☐ SEXUAL ☐ NEGLECT ☐ OTHER (SPECIFY) _____
RELATIONSHIP TO SUSPECT	PHOTOS TAKEN? ☐ YES ☐ NO		DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? ☐ YES ☐ NO ☐ UNK

D. INVOLVED PARTIES

VICTIM'S SIBLINGS

NAME	BIRTHDATE	SEX	ETHNICITY	NAME	BIRTHDATE	SEX	ETHNICITY
1.				3.			
2.				4.			

VICTIM'S PARENTS/GUARDIANS

NAME (LAST, FIRST. MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS Street City Zip		HOME PHONE	BUSINESS PHONE
NAME (LAST, FIRST. MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS Street City Zip		HOME PHONE	BUSINESS PHONE

SUSPECT

SUSPECT'S NAME (LAST, FIRST. MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS Street City Zip			TELEPHONE
OTHER RELEVANT INFORMATION			

E. INCIDENT INFORMATION

IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX ☐	IF MULTIPLE VICTIMS, INDICATE NUMBER: _____
DATE/TIME OF INCIDENT	PLACE OF INCIDENT
NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incident's involving the victim(s) or suspect)	

DO NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code section 11169 to submit to DOJ a Child Abuse or Severe Neglect Indexing Form BCIA 8583 if (1) an active investigation was conducted and (2) the incident was determined to be substantiated.

STATE OF CALIFORNIA
BCIA 8572
(Rev. 04/2017)

DEPARTMENT OF JUSTICE
Page 2 of 2

SUSPECTED CHILD ABUSE REPORT
(Pursuant to Penal Code section 11166)

DEFINITIONS AND GENERAL INSTRUCTIONS FOR COMPLETION OF FORM BCIA 8572

All Penal Code (PC) references are located in Article 2.5 of the California PC. This article is known as the Child Abuse and Neglect Reporting Act (CANRA). The provisions of CANRA may be viewed at: http://leginfo.legislature.ca.gov/faces/codes.xhtml (specify "Penal Code" and search for sections 11164-11174.3). A mandated reporter must complete and submit form BCIA 8572 even if some of the requested information is not known. (PC section 11167(a).)

I. MANDATED CHILD ABUSE REPORTERS

Mandated child abuse reporters include all those individuals and entities listed in PC section 11165.7.

II. TO WHOM REPORTS ARE TO BE MADE ("DESIGNATED AGENCIES")

Reports of suspected child abuse or neglect shall be made by mandated reporters to any police department or sheriff's department (not including a school district police or security department), the county probation department (if designated by the county to receive mandated reports), or the county welfare department. (PC section 11165.9.)

III. REPORTING RESPONSIBILITIES

Any mandated reporter who has knowledge of or observes a child, in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects has been the victim of child abuse or neglect shall report such suspected incident of abuse or neglect to a designated agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof ***within 36 hours*** of receiving the information concerning the incident. (PC section 11166(a).)

No mandated reporter who reports a suspected incident of child abuse or neglect shall be held civilly or criminally liable for any report required or authorized by CANRA. Any other person reporting a known or suspected incident of child abuse or neglect shall not incur civil or criminal liability as a result of any report authorized by CANRA unless it can be proven the report was false and the person knew it was false or made the report with reckless disregard of its truth or falsity. (PC section 11172(a).)

IV. INSTRUCTIONS

SECTION A – REPORTING PARTY: Enter the mandated reporter's name, title, category (from PC section 11165.7), business/agency name and address, daytime telephone number, and today's date. Check yes/no whether the mandated reporter witnessed the incident. The signature area is for either the mandated reporter or, if the report is telephoned in by the mandated reporter, the person taking the telephoned report.

IV. INSTRUCTIONS (*continued*)

SECTION B – REPORT NOTIFICATION: Complete the name and address of the designated agency notified, the date/time of the phone call, and the name, title, and telephone number of the official contacted.

SECTION C – VICTIM (One Report per Victim): Enter the victim's name, birthdate or approximate age, sex, ethnicity, address, telephone number, present location, and, where applicable, enter the school, class (indicate the teacher's name or room number), and grade. List the primary language spoken in the victim's home. Check the appropriate yes/no box to indicate whether the victim may have a developmental disability or physical disability and specify any other apparent disability. Check the appropriate yes/no box to indicate whether the victim is in foster care, and check the appropriate box to indicate the type of care if the victim was in out-of-home care. Check the appropriate box to indicate the type of abuse. List the victim's relationship to the suspect. Check the appropriate yes/no box to indicate whether photos of the injuries were taken. Check the appropriate box to indicate whether the incident resulted in the victim's death.

SECTION D – INVOLVED PARTIES: Enter the requested information for Victim's Siblings, Victim's Parents/Guardians, and Suspect. Attach extra sheet(s) if needed (provide the requested information for each individual on the attached sheet(s)).

SECTION E – INCIDENT INFORMATION: If multiple victims, indicate the number and submit a form for each victim. Enter date/time and place of the incident. Provide a narrative of the incident. Attach extra sheet(s) if needed.

V. DISTRIBUTION

Reporting Party: After completing form BCIA 8572, retain a copy for your records and submit copies to the designated agency.

Designated Agency: ***Within 36 hours*** of receipt of form BCIA 8572, the initial designated agency will send a copy of the completed form to the district attorney and any additional designated agencies in compliance with PC sections 11166(j) and 11166(k).

ETHNICITY CODES

1 Alaskan Native	6 Caribbean	11 Guamanian	16 Korean	22 Polynesian	27 White-Armenian
2 American Indian	7 Central American	12 Hawaiian	17 Laotian	23 Samoan	28 White-Central American
3 Asian Indian	8 Chinese	13 Hispanic	18 Mexican	24 South American	29 White-European
4 Black	9 Ethiopian	14 Hmong	19 Other Asian	25 Vietnamese	30 White-Middle Eastern
5 Cambodian	10 Filipino	15 Japanese	21 Other Pacific Islander	26 White	31 White-Romanian

APPENDIX D: HAZARDS ASSESSMENT CHECKLIST

HAZARD ASSESSMENT CHECKLIST

The following checklist can be used to identify and evaluate hazards in your workplace. This checklist covers a wide variety of workplace safety and health hazards. All of the topics covered in this checklist may not apply to your particular workplace. When evaluating your workplace use the sections of the checklist that apply to your workplace and work activities.

GENERAL WORK ENVIRONMENT

- Are all worksites clean and orderly?
- Are work surfaces kept dry or appropriate means taken to assure the surfaces are slip-resistant?
- Are all spilled materials or liquids cleaned up immediately?
- Is combustible scrap, debris and waste stored safely and removed from the worksite promptly?
- Is accumulated combustible dust routinely removed from elevated surfaces, including the overhead structure of buildings?
- Is combustible dust cleaned up with a vacuum system to prevent the dust going into suspension?
- Is metallic or conductive dust prevented from entering or accumulation on or around electrical enclosures or equipment?
- Are covered metal waste cans used for oily and paint-soaked waste?
- Are all oil and gas fired devices equipped with flame failure controls that will prevent flow of fuel if pilots or main burners are not working?
- Are paint spray booths, dip tanks and the like cleaned regularly?
- Are the minimum number of toilets and washing facilities provided?
- Are all toilets and washing facilities clean and sanitary?
- Are all work areas adequately illuminated?

- Are pits and floor openings covered or otherwise guarded?

WALKWAYS

- Are aisles and passageways kept clear?
- Are aisles and walkways marked as appropriate?
- Are wet surfaces covered with non-slip materials?
- Are holes in the floor, sidewalk or other walking surface repaired properly, covered or otherwise made safe?
- Is there safe clearance for walking in aisles where motorized or mechanical handling equipment is operating.
- Are spilled materials cleaned up immediately?
- Are materials or equipment stored in such a way that sharp projectiles will not interfere with the walkway?
- Are changes of direction or elevations readily identifiable?
- Are aisles or walkways that pass near moving or operating machinery, welding operations or similar operations arranged so employees will not be subjected to potential hazards?
- Is adequate headroom provided for the entire length of any aisle or walkway?
- Are standard guardrails provided wherever aisle or walkway surfaces are elevated more than 30 inches above any adjacent floor or the ground?
- Are bridges provided over conveyors and similar hazards?

FLOOR AND WALL STAIRWAYS

- Are floor openings guarded by a cover, guardrail, or equivalent on all sides (except at entrance to stairways or ladders)?
- Are toeboards installed around the edges of a permanent floor opening (where persons may pass below the opening)?
- Are skylight screens of such construction and mounting that they will withstand a load of at least 200 pounds?
- Is the glass in windows, doors, glass walls that are subject to human impact, of sufficient thickness and type for the condition of use?

- Are grates or similar type covers over floor openings such as floor drains, of such design that foot traffic or rolling equipment will not be affected by the grate spacing?
- Are unused portions of service pits and pits not actually in use either covered or protected by guardrails or equivalent?
- Are manhole covers, trench covers and similar covers, plus their supports, designed to carry a truck rear axle load of at least 20,000 pounds when located in roadways and subject to vehicle traffic?
- Are floor or wall openings in fire resistive construction provided with doors or covers compatible with the fire rating of the structure and provided with self-closing feature when appropriate?

STAIRS & STAIRWAYS

- Are standard stair rails or handrails on all stairways having four or more risers?
- Are all stairways at least 22 inches wide?
- Do stairs have at least a 6'6" overhead clearance?
- Do stairs angle no more than 50 and no less than 30 degrees?
- Are stairs of hollow-pan type treads and landings filled to noising level with solid material?
- Are step risers on stairs uniform from top to bottom, with no riser spacing greater than 7-1/2 inches?
- Are steps on stairs and stairways designed or provided with a surface that renders them slip resistant?
- Are stairway handrails located between 30 and 34 inches above the leading edge of stair treads?
- Do stairway handrails have a least 1-1/2 inches of clearance between the handrails and the wall or surface they are mounted on?
- Are stairway handrails capable of withstanding a load of 200 pounds, applied in any direction?
- Where stairs or stairwell exit directly into any area where vehicles may be operated, are adequate barriers and warnings provided to prevent employees

stepping into the path of traffic?

- Do stairway landings have a dimension measured in the direction of travel, at least equal to width of the stairway?
- Is the vertical distance between stairway landings limited to 12 feet or less?

EXITING OR EGRESS

- Are all exits marked with an exit sign and illuminated by a reliable light source?
- Are the directions to exits, when not immediately apparent, marked with visible signs?
- Are doors, passageways or stairways, that are neither exits nor access to exits and which could be mistaken for exits, appropriately marked "NOT AN EXIT", "TO BASEMENT", "STOREROOM", and the like?
- Are exit signs provided with the word "EXIT" in lettering at least 5 inches high and the stroke of the lettering at least 1/2 inch wide?
- Are exit doors side-hinged?
- Are all exits kept free of obstructions?
- Are at least two means of egress provided from elevated platforms, pits or rooms where the absence of a second exit would increase the risk of injury from hot, poisonous, corrosive, suffocating, flammable, or explosive substances?
- Are there sufficient exits to permit prompt escape in case of emergency?
- Are special precautions taken to protect employees during construction and repair operations?
- Is the number of exits from each floor of a building, and the number of exits from the building itself, appropriate for the building occupancy load?
- Are exit stairways which are required to be separated from other parts of a building enclosed by at least two hour fire-resistive construction in buildings more than four stories in height, and not less than one-hour fire resistive construction elsewhere?
- When ramps are used as part of required exiting from a building, is the ramp slope limited to 1- foot vertical and 12 feet horizontal?
- Where exiting will be through frameless glass doors, glass exit doors, storm

doors, and such are the doors fully tempered and meet the safety requirements for human impact?

EXIT DOORS

- Are doors that are required to serve as exits designed and constructed so that the way of exit travel is obvious and direct?
- Are windows that could be mistaken for exit doors, made inaccessible by means of barriers or railings?
- Are exit doors openable from the direction of exit travel without the use of a key or any special knowledge or effort, when the building is occupied?
- Is a revolving, sliding or overhead door prohibited from serving as a required exit door?
- Where panic hardware is installed on a required exit door, will it allow the door to open by applying a force of 15 pounds or less in the direction of the exit traffic?
- Are doors on cold storage rooms provided with an inside release mechanism that will release the latch and open the door even if it's padlocked or otherwise locked on the outside?
- Where exit doors open directly onto any street, alley or other area where vehicles may be operated, are adequate barriers and warnings provided to prevent employees stepping into the path of traffic?
- Are doors that swing in both directions and are located between rooms where there is frequent traffic, provided with viewing panels in each door?

ENVIRONMENTAL CONTROLS

- Are all work areas properly illuminated?
- Are employees instructed in proper first aid and other emergency procedures?
- Are hazardous substances identified which may cause harm by inhalation, ingestion, skin absorption or contact?
- Are employees aware of the hazards involved with the various chemicals they may be exposed to in their work environment, such as ammonia, chlorine, epoxies, and caustics?

- Is employee exposure to chemicals in the workplace kept within acceptable levels?
- Can a less harmful method or product be used?
- Is the work area's ventilation system appropriate for the work being performed?
- Are spray painting operations done in spray rooms or booths equipped with an appropriate exhaust system?
- Is employee exposure to welding fumes controlled by ventilation, use of respirators, exposure time, or other means?
- Are welders and other workers nearby provided with flash shields during welding operations?
- If forklifts and other vehicles are used in buildings or other enclosed areas, are the carbon monoxide levels kept below maximum acceptable concentration?
- Has there been a determination that noise levels in the facilities are within acceptable levels?
- Are steps being taken to use engineering controls to reduce excessive noise levels?
- Are proper precautions being taken when handling asbestos and other fibrous materials?
- Are caution labels and signs used to warn of asbestos?
- Are wet methods used, when practicable, to prevent the emission of airborne asbestos fibers, silica dust and similar hazardous materials?
- Is vacuuming with appropriate equipment used whenever possible rather than blowing or sweeping dust?
- Are grinders, saws, and other machines that produce respirable dusts vented to an industrial collector or central exhaust system?
- Are all local exhaust ventilation systems designed and operating properly such as airflow and volume necessary for the application? Are the ducts free of obstructions or the belts slipping?
- Is personal protective equipment provided, used and maintained wherever required?
- Are there written standard operating procedures for the selection and use of

respirators where needed?

- Are restrooms and washrooms kept clean and sanitary?
- Is all water provided for drinking, washing, and cooking potable?
- Are all outlets for water not suitable for drinking clearly identified?
- Are employees' physical capacities assessed before being assigned to jobs requiring heavy work?
- Are employees instructed in the proper manner of lifting heavy objects?
- Where heat is a problem, have all fixed work areas been provided with spot cooling or air conditioning?
- Are employees screened before assignment to areas of high heat to determine if their health condition might make them more susceptible to having an adverse reaction?
- Are employees working on streets and roadways where they are exposed to the hazards of traffic, required to wear bright colored (traffic orange) warning vests?
- Are exhaust stacks and air intakes located so that contaminated air will not be recirculated within a building or other enclosed area?
- Is equipment producing ultra-violet radiation properly shielded?

FLAMMABLE & COMBUSTIBLE MATERIALS

- Are combustible scrap, debris and waste materials (i.e. oily rags) stored in covered metal receptacles and removed from the worksite promptly?
- Is proper storage practiced to minimize the risk of fire including spontaneous combustion?
- Are approved containers and tanks used for the storage and handling of flammable and combustible liquids?
- Are all connections on drums and combustible liquid piping, vapor and liquid tight?
- Are all flammable liquids kept in closed containers when not in use (e.g. parts cleaning tanks, pans)?
- Are bulk drums of flammable liquids grounded and bonded to containers during dispensing?

- Do storage rooms for flammable and combustible liquids have explosion-proof lights?
- Do storage rooms for flammable and combustible liquids have mechanical or gravity ventilation?
- Is liquefied petroleum gas stored, handled, and used in accordance with safe practices and standards?
- Are liquefied petroleum storage tanks guarded to prevent damage from vehicles?
- Are all solvent wastes and flammable liquids kept in fire-resistant covered containers until they are removed from the worksite?
- Is vacuuming used whenever possible rather than blowing or sweeping combustible dust?
- Are fire separators placed between containers of combustibles or flammables, when stacked one upon another, to assure their support and stability?
- Are fuel gas cylinders and oxygen cylinders separated by distance, fire resistant barriers or other means while in storage?
- Are fire extinguishers selected and provided for the types of materials in areas where they are to be used?
- Class A: Ordinary combustible material fires.
- Class B: Flammable liquid, gas or grease fires.
- Class C: Energized-electrical equipment fires.
- If a Halon 1301 fire extinguisher is used, can employees evacuate within the specified time for that extinguisher?
- Are appropriate fire extinguishers mounted within 75 feet of outside areas containing flammable liquids, and within 10 feet of any inside storage area for such materials?
- Is the transfer/withdrawal of flammable or combustible liquids performed by trained personnel?
- Are fire extinguishers mounted so that employees do not have to travel more than 75 feet for a class "A" fire or 50 feet for a class "B" fire?
- Are employees trained in the use of fire extinguishers?
- Are extinguishers free from obstructions or blockage?

- Are all extinguishers serviced, maintained and tagged at intervals not to exceed one year?
- Are all extinguishers fully charged and in their designated places?
- Is a record maintained of required monthly checks of extinguishers?
- Where sprinkler systems are permanently installed, are the nozzle heads directed or arranged so that water will not be sprayed into operating electrical switchboards and equipment?
- Are "NO SMOKING" signs posted where appropriate in areas where flammable or combustible materials are used or stored?
- Are "NO SMOKING" signs posted on liquefied petroleum gas tanks?
- Are "NO SMOKING" rules enforced in areas involving storage and use of flammable materials?
- Are safety cans used for dispensing flammable or combustible liquids at a point of use?
- Are all spills of flammable or combustible liquids cleaned up promptly?
- Are storage tanks adequately vented to prevent the development of excessive vacuum or pressure as a result of filling, emptying, or atmosphere temperature changes?
- Are storage tanks equipped with emergency venting that will relieve excessive internal pressure caused by fire exposure?
- Are spare portable or butane tanks, which are used by industrial trucks stored in accord with regulations?

FIRE PROTECTION

- Do you have a fire prevention plan?
- Does your plan describe the type of fire protection equipment and/or systems?
- Have you established practices and procedures to control potential fire hazards and ignition sources?
- Are employees aware of the fire hazards of the material and processes to which they are exposed?
- Is your local fire department well acquainted with your facilities, location and

specific hazards?

- If you have a fire alarm system, is it tested at least annually?
- If you have a fire alarm system, is it certified as required?
- If you have interior standpipes and valves, are they inspected regularly?
- If you have outside private fire hydrants, are they flushed at least once a year and on a routine preventive maintenance schedule?
- Are fire doors and shutters in good operating condition?
- Are fire doors and shutters unobstructed and protected against obstructions, including their counterweights?
- Are fire door and shutter fusible links in place?
- Are automatic sprinkler system water control valves, air and water pressures checked weekly/periodically as required?
- Is maintenance of the automatic sprinkler system assigned to responsible persons or to a sprinkler contractor?
- Are sprinkler heads protected by metal guards, when exposed to physical damage?
- Is proper clearance maintained below sprinkler heads?
- Are portable fire extinguishers provided in adequate numbers and types?
- Are fire extinguishers mounted in readily accessible locations?
- Are fire extinguishers recharged regularly and noted on the inspection tag?
- Are employees periodically instructed in the use of extinguishers and fire protection procedures?

EMERGENCY ACTION PLAN

- Are you required to have an emergency action plan?
- Does the emergency action plan comply with requirements of T8CCR 3220(a)?
- Have emergency escape procedures and routes been developed and communicated to all employers?
- Do employees, who remain to operate critical plant operations before they evacuate, know the proper procedures?
- Is the employee alarm system that provides a warning for emergency action recognizable and perceptible above ambient conditions?

- Are alarm systems properly maintained and tested regularly?
- Is the emergency action plan reviewed and revised periodically?
- Do employees know their responsibilities:
    - For reporting emergencies?
    - For conducting rescue and medical duties?

INFECTION CONTROL

- Are employees potentially exposed to infectious agents in body fluids?
- Have occasions of potential occupational exposure been identified and documented?
- Has a training and information program been provided for employees exposed to or potentially exposed to blood and/or body fluids?
- Have infection control procedures been instituted where appropriate, such as ventilation, universal precautions, workplace practices, and personal protective equipment?
- Are employees aware of specific workplace practices to follow when appropriate? (Hand washing, handling sharp instruments, handling of laundry, disposal of contaminated materials, reusable equipment.)
- Is personal protective equipment provided to employees, and in all appropriate locations?
- Is the necessary equipment (i.e. mouthpieces, resuscitation bags, and other ventilation devices) provided for administering mouth-to-mouth resuscitation on potentially infected patients?
- Are facilities/equipment to comply with workplace practices available, such as hand-washing sinks, biohazard tags and labels, needle containers, detergents/disinfectants to clean up spills?
- Are all equipment and environmental and working surfaces cleaned and disinfected after contact with blood or potentially infectious materials?
- Is infectious waste placed in closable, leak proof containers, bags or puncture-resistant holders with proper labels?
- Has medical surveillance including HBV evaluation, antibody testing and

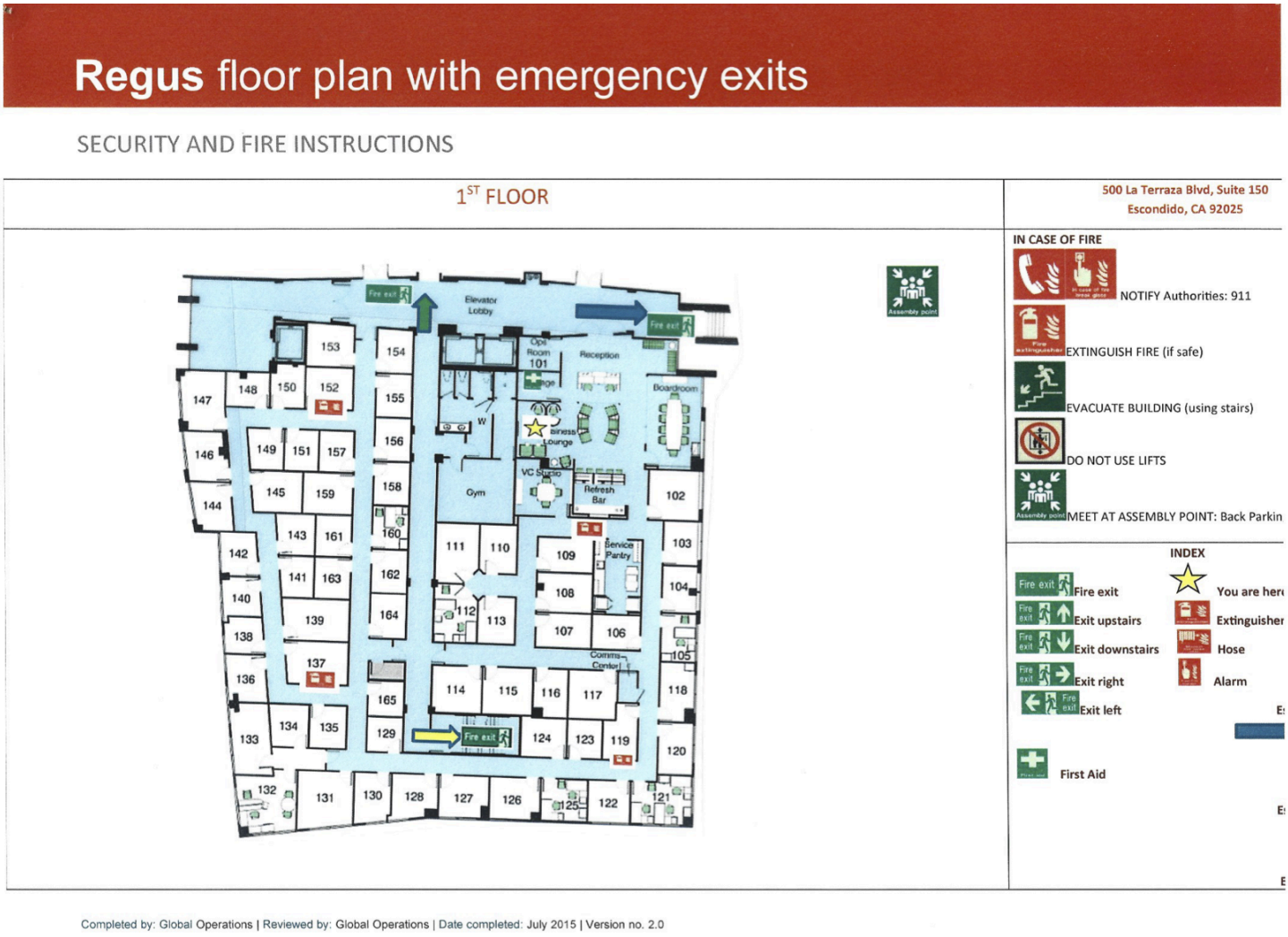
vaccination been made available to potentially exposed employees?

- Training on universal precautions?
- Training on personal protective equipment?
- Has medical surveillance including HBV evaluation, antibody testing and vaccination been made available to potentially exposed employees?
- Training on universal precautions?
- Training on personal protective equipment?
- Has medical surveillance including HBV evaluation, antibody testing and vaccination been made available to potentially exposed employees?
- Training on universal precautions?
- Training on personal protective equipment?
- Training on needlestick exposure/management?
- Hepatitis B vaccinations?

ERGONOMICS

- Can the work be performed without eye strain or glare to the employees?
- Does the task require prolonged raising of the arms?
- Do the neck and shoulders have to be stooped to view the task?
- Are there pressure points on any parts of the body (wrists, forearms, back of thighs)?
- Can the work be done using the larger muscles of the body?
- Can the work be done without twisting or overly bending the lower back?
- Are there sufficient rest breaks, in addition to the regular rest breaks, to relieve stress from repetitive-motion tasks?
- Are tools, instruments and machinery shaped, positioned and handled so that tasks can be performed comfortably?
- Are all pieces of furniture adjusted, positioned and arranged to minimize strain on all parts of the body?

APPENDIX E: SCHOOL OFFICE EVACUATION MAP



HOW TO STAY SAFE
WHEN AN EARTHQUAKE THREATENS



Secure items such as televisions and objects that hang on walls. Store heavy and breakable objects on low shelves.

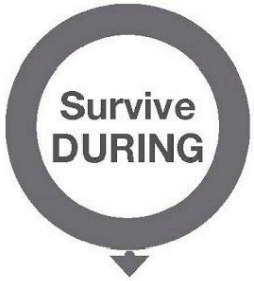
Practice Drop, Cover, and Hold On with family and coworkers. Drop to your hands and knees. Cover your head and neck with your arms. Crawl only as far as needed to reach cover from falling materials. Hold on to any sturdy furniture until the shaking stops.

Create a family emergency communication plan that has an out-of-state contact. Plan where to meet if you get separated.

Make a supply kit that includes enough food and water for at least three days, a flashlight, a fire extinguisher, and a whistle. Consider each person's specific needs, including medication. Do not forget the needs of pets. Have extra batteries and charging devices for phones and other critical equipment.

Consider earthquake insurance policies. Standard homeowner's insurance does not cover earthquake damage.

Consider a retrofit of your building if it has structural issues that make it vulnerable to collapse during an earthquake.



Drop, Cover, and Hold On like you practiced. Drop to your hands and knees. Cover your head and neck with your arms. Hold on to any sturdy furniture until the shaking stops. Crawl only if you can reach better cover without going through an area with more debris.

If in bed, stay there and cover your head and neck with a pillow.

If inside, stay there until the shaking stops. DO NOT run outside.

If in a vehicle, stop in a clear area that is away from buildings, trees, overpasses, underpasses, or utility wires.

If you are in a high-rise building, expect fire alarms and sprinklers to go off. Do not use elevators.

If near slopes, cliffs, or mountains, be alert for falling rocks and landslides.



Expect aftershocks to follow the largest shock of an earthquake sequence.

Check yourself for injury.

If in a damaged building, go outside and quickly move away from the building.

Do not enter damaged buildings.

If you are trapped, send a text or bang on a pipe or wall. Cover your mouth for protection and instead of shouting, use a whistle.

If you are in an area that may experience tsunamis, go inland or to higher ground immediately after the shaking stops.

Save phone calls for emergencies.

Wear sturdy shoes and work gloves.



FEMA

FEMA V-1003
Catalog No. 17233-4

Take an Active Role in Your Safety

Go to **Ready.gov** and search for **earthquake**. Download the **FEMA app** to get more information about preparing for an **earthquake**.

APPENDIX G: Bomb Threat

Department of Homeland Security
https://www.cisa.gov/resources-tools/resources/what-do-bomb-threat-video

Bomb Threat Guidance
https://www.cisa.gov/sites/default/files/2025-08/Bomb_Threat_Guidance_Quad_Fold_082025_508.pdf

Bomb Threat Checklist
https://www.cisa.gov/sites/default/files/2025-08/Bomb_Threat_Guide_082025_508.pdf

COMPREHENSIVE SCHOOL SAFETY PLAN

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https://myacademy.org/

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EVALUATION OF PROGRESS AND REVISION OF COMPREHENSIVE SAFETY PLAN

The Comprehensive School Safety Plan (CSSP) was established to ensure the health and safety of pupils and staff, in compliance with California SB 719 and AB 115. The CSSP shall be reviewed and adopted by March 1 of each year to ensure proper implementation. Motivated Youth Academy (MYA or School) CSSP is in compliance with Education Code Sections 32282(2)(a), 44237, and 47605(F)(i)-(ii). An updated file of all safety-related plans and materials is readily available for inspection by the public and is kept in each school's administration office.

The CSSP contains the following elements:

- Assessment of School Crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify learning facilitators of dangerous pupils
- Discrimination and harassment policies
- Schoolwide dress code
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment

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SECTION 1: SCHOOL SAFETY ASSESSMENT

Comprehensive School Safety Plan Purpose

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

- For all school personnel to use in responding to emergency situations and to ensure that school personnel will be prepared to respond to any disaster or emergency in an orderly and effective manner.
- For developing supplementary plans.
- For emergency response training for all employees and students.
- For the equipment and supplies to have available prior to a disaster as applicable.

Suspension and Expulsion Rates

MYA has a 0% suspension and expulsion rate. MY Academy is a NonClassroom Based Charter School implementing an Enriched Virtual Model of Blended Learning. Students meet primarily with their Learning Facilitator in one on one settings. Due to the online, independent study nature of the school, very few disciplinary situations arise. Most issues can be handled with a warning and/or a phone call to the educational rights holder. In the event that a student is suspended or expelled, the procedures outlined in the student handbook will be followed.

Immigration Enforcement: Notification, Access, and Response Procedures

Immigration Enforcement Notification Procedures (Ed. Code § 32282(a)(2)(N)) Pursuant to SB 98 (2025), the School shall promptly notify parents/guardians, teachers, administrators, and school personnel when immigration enforcement activity occurs at school offices or school-sponsored events.

Definitions

Immigration enforcement: Any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal civil or criminal immigration law. Immigration enforcement can be presumed to be occurring when carried out by any officer or agent from U.S. Immigration and Customs Enforcement (ICE), U.S. Customs and Border Protection (CBP), or other federal agency engaged in civil or criminal immigration enforcement.

Confirmed presence: Presentation of a valid judicial warrant, visual confirmation by staff, verbal acknowledgment by a law enforcement official, or other reliable evidence.

Mandatory Notification Procedure

Upon confirmation of immigration enforcement presence at any school office or school-sponsored event, the Superintendent or designee shall consider the safety and well-being of the pupils, employees, and community members associated with the school when determining when and how to issue the notification. Notification shall be issued to all parents/guardians, teachers, administrators, and school personnel using email and/or text messaging.

Notifications shall not include any personally identifiable information. Required Notification Content Notifications shall be provided in English and in all languages required under Education Code § 48985 and shall include:

Confirmation that immigration enforcement activity occurred, and provide the date and other information, considering the safety and well-being of the school community

Assurance that the school is monitoring the situation and prioritizing student safety

Reminder that every child has the right to attend school regardless of immigration status

Link or reference to school or community resources for immigrant families (if available)

California law provides protections for students and families in situations involving actual or perceived immigration enforcement activities. Although Motivated Youth Academy (MYA) does not operate a traditional school site, these requirements apply

during any in-person event, testing session, or activity where MYA personnel and students are present.

When applicable, MYA personnel shall not grant immigration enforcement officers access to students, student records, or areas where MYA personnel and students are gathered unless the officer presents a valid judicial warrant signed by a federal judge or magistrate. Administrative warrants are not sufficient for granting access. If immigration enforcement officers appear at a MYA in-person activity, personnel will immediately notify the School Director, request identification and the stated purpose of the visit, and decline entry where possible until documentation has been reviewed by MYA administration.

The Director or designee will examine any warrant or request to determine whether it meets legal requirements and will communicate directly with the enforcement officer regarding MYA's response. All encounters will be documented in accordance with MYA procedures.

MYA will notify parents, guardians, and educational partners as soon as reasonably possible, unless prohibited by law, and will provide communication in the primary language listed in the student's records. Notifications will describe the nature of the enforcement activity, whether students or staff were contacted, and any relevant rights or resources available to families and educational partners. Student information will remain protected under FERPA and California law, and MYA will not release educational records or personally identifiable information unless compelled by a valid court order that has been reviewed and verified by the Director or designee.

All personnel will receive annual training on these procedures, including recognizing valid warrants, responding to actual or perceived immigration enforcement activity, meeting notification requirements, and maintaining confidentiality. For in-person events or testing sessions, participating personnel will review these procedures in advance and be prepared to contact administration if an immigration enforcement officer appears.

When appropriate, MYA will also inform hosting facilities that the school follows California's student and family immigration-enforcement protections.

Crime Statistics

MYA students reside anywhere within the following counties: Imperial, Orange, Riverside, and San Diego. Crime statistics vary greatly in this vast area of coverage. Because no students attend school in person (outside of scheduled events and state testing), crime statistics are not available.

School Crime Statistics

The School will assess and compile statistics pertaining to all crime, including sex offenses, committed on the premises of school-related functions, if applicable. The school will complete an incident form to document each applicable occurrence. The School will also insert an annual breakdown of incidents by month, if applicable. Information obtained will assist the School in developing programs to reduce the incidence of crime.

Discipline Statistics

Causes for student discipline on behalf of MYA are primarily the result of plagiarism, virtual meeting conduct, and occasionally, cyber-bullying. The student handbook outlines the guidelines for these infractions as well as the consequences.

Procedures and Protocols to Assess and Respond

In compliance with AB 671, effective January 1, 2024, Motivated Youth Academy is committed to assessing and responding appropriately to dangerous, violent and unlawful activity that is being conducted or threatened to be conducted at an activity sponsored by the school.

The "Assessment of the Current Status of School Crime and Safety" along with the "Risk Assessment" portions of this plan help MYA identify the types of violent and

unlawful activity and the potential for such activities. These assessments are used to identify the need for training, resources, equipment and strategies to mitigate, prevent, prepare for, respond to and recover from violent and unlawful activity. Using these assessments, Goals and Objectives are written to improve response to such activity.

School administration, safety committee, risk management and other needed resources along with law enforcement may conduct an investigation into violent, dangerous and unlawful activities. Depending on the investigation outcomes, administration will follow Motivated Youth Academy's procedures for discipline and will assist in any necessary prosecution procedures through the District Attorney's office.

Motivated Youth Academy adheres to the following Law Enforcement Notification Matrix:

CALL 911	CALL for Law Enforcement (911 if immediate danger - Dispatch if non-emergency)	Notification to Law Enforcement (911 if immediate danger - Dispatch if non-emergency)
● Bomb threat/Suspicious package ● Firearm ● Explosive ● Fire ● Immediate risk of harm to student(s) and/or staff' ● Medical emergency ● Possible abduction	● Assault with a dangerous weapon and/or resulting in great physical injury (EC 48902) ○ Loss of consciousness; concussion; bone fracture; protracted loss or impairment of function of any bodily member or organ; a wound requiring extensive suturing; disfigurement ● Report of sexual assault or battery (Grades 4-12) (EC 48902) ○ Touching an intimate part of another person, against the person's will, for the specific	● Physical attack, assault or threat toward employee (EC 44014) ● Possession of controlled substance (EC 48902) ● Possession of other dangerous weapon (EC48902) ○ Dirk, dagger, ice pick, knife having a blade longer than 2 1/2 inches, folding knife with a blade that locks into place, razor with an unguarded blade, taser, or stun

	purpose of sexual gratification, sexual arousal, or sexual abuse ● Homicidal threat (Grades 6-12) (EC 49390) ○ Any action that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity	gun,any instrument that expels a metallic projectile, such as a BB or a pellet.

Procedures to Prevent and Respond to Child Abuse, Neglect, and Sex Offenses

The School is committed to protecting all students from child abuse, neglect, and sex offenses. In compliance with applicable state law (as amended by SB 848 (2025), the School's Comprehensive School Safety Plan includes procedures to prevent, identify, and respond to such concerns in the context of its independent study program.

Prevention and Supervision Measures

- As an independent study program, students are typically under the direct supervision of their educational rights holders.
- MY Academy ensures that school-sponsored events take place in safe and appropriate settings. For all MY Academy events that are not titled "drop-off" events, educational rights holders are responsible for supervising their children.
- All employees, volunteers, contractors, and governing board members will receive annual training on recognizing and reporting suspected child abuse, neglect, or sexual misconduct, consistent with mandated reporter laws and state training requirements. For the purposes of this training requirement, a "volunteer" is "a person who is over 18 years of age and who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee." All contractors whose duties require contact with or supervision of pupils at the School will also receive annual training on recognizing and reporting suspected child abuse, neglect, or sexual misconduct,

consistent with mandated reporter laws and state training requirements. Such required mandated reporter training must occur within the first six weeks of the school year or within the first six weeks of the person's employment or affiliation with the School.*
- The School fosters a professional environment in which all interactions between staff, students, and families reflect respect, safety, and appropriate boundaries.

Reporting and Response Procedures

- All employees, volunteers, contractors, and governing board members are mandated reporters and must immediately report any reasonable suspicion of child abuse or neglect to child protective services or law enforcement, as required by the California Child Abuse and Neglect Reporting Act (Penal Code Sections 11164–11174.3). For the purposes of this requirement, a "volunteer" is "a person who is over 18 years of age and who interacts with pupils outside of the immediate supervision and control of the pupil's educational rights holder or a school employee."
- All contractors whose duties require contact with or supervision of pupils are mandated reporters and must immediately report any reasonable suspicion of child abuse or neglect to child protective services or law enforcement, as required by the California Child Abuse and Neglect Reporting Act (Penal Code Sections 11164–11174.3).
- Reports are made directly to the appropriate agency, and the School cooperates fully with investigations to ensure the safety and support of the student involved.
- The School maintains confidentiality as required by law to protect student and family privacy.

*My Academy is aware of the recent amendments to the mandated reporter provisions per Senate Bill 848 (2025). Our administration, in collaboration with legal counsel, is actively reviewing its potential impacts on mandated reporter training protocols as applicable to volunteers and contractors. As we continue to explore the nuances of this decision, we remain committed to ensuring our practices remain compliant with current legal requirements.

SECTION 2: EMPLOYEE CRIMINAL CHECK

All candidates for employment will complete a criminal background check through the California Department of Justice as part of the onboarding process. No person with a violent or serious felony conviction outlined in Education Code Sections 44830.1, 45122.1, 45123, and 45124 will be employed by MYA. Additionally, employment with MYA will be subject to subsequent arrest notifications provided by the Department of

Justice (Education Code Section 45125(2)(j)).

Live Scan and Background Checks and Discrimination

Information discovered through the background check process will be used solely for the purpose of evaluating a candidate's suitability for employment or service to the School, and will not be used to discriminate against a candidate on the basis on actual or perceived race (including traits historically associated with race, including but not limited to hair texture and protective hairstyles such as braids, locks, or twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion, (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer and genetic characteristics), reproductive health decision-making, family or medical leave status, sex (including pregnancy, childbirth, breastfeeding or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status, use of cannabis off the job and away from the workplace, any combination of the above protected characteristics, or any other consideration made unlawful by federal, state or local laws.

SECTION 3: CHILD ABUSE REPORTING

Definitions

1. Child abuse and neglect includes the following:
   a) A physical injury inflicted by other than accidental means on a child by another person.
   b) Sexual abuse, assault or exploitation of a child.
   c) The negligent treatment or the maltreatment of a child by a person responsible for the child's welfare under circumstances indicating harm or threatened harm to the child's health or welfare

d) The willful harming or injuring of a child or the endangerment of the person or health of a child, which means a situation in which any person willfully causes or permits any child to suffer, or inflicts thereon, unjustifiable physical pain or mental suffering, or having the care or custody of any child, willfully causes or permits the person or health of the child to be placed in a situation in which his or her person or health is endangered.
e) Unlawful corporal punishment or injury resulting in a traumatic condition.
f) Neglect of a child or abuse in out-of-home care.

2. "Mandated Reporters" are defined in Penal Code Section 11165.7 and include virtually all school employees, including learning facilitators, administrators, supervisors of child welfare and attendance, certificated pupil personnel employees, school psychologists, licensed nurses, counselors, instructional aides, and all classified employees.

3. “Child Protective Agencies" are those law enforcement and child protective services responsible for investigating child abuse reports, including the local police or sheriff department, county welfare or juvenile probation.

Duty to Report

In conformance with the requirements of the Penal Code, any school employee who has knowledge of or observes a child in their professional capacity or within the scope of their employment whom they know or reasonably suspects has been a victim of child abuse or neglect shall report the known or suspected instance of child abuse or neglect to the local law enforcement agency, county welfare department and/or child protective agency immediately or as soon as practically possible by telephone, and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The reporting duties are individual and cannot be delegated to another individual except under circumstances set forth in Penal Code 11166.

For the purposes of this reporting procedure and the Penal Code, “reasonable

suspicion" means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like situation, drawing when appropriate on their training and experience, to suspect child abuse or neglect.

Employees reporting child abuse or neglect to a child protective agency are encouraged, but not required, to notify the Executive Director or designee as soon as possible after the initial verbal report by telephone. When so notified, the Executive Director shall inform the Chief Executive Officer or designee. Administrators so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law and school regulations. At the mandated reporter's request, the Executive Director may assist in the completion but not filing of these forms.

Legal Responsibility and Liability

School employees required to report are not civilly or criminally liable for filing a required or authorized report of known or suspected child abuse or neglect. If a mandated reporter fails to report an instance of known or reasonably suspected child abuse or neglect, then they are guilty of a misdemeanor punishable by confinement in jail for up to six months, a fine of up to $1,000, or both.

When two or more persons who are required to report have joint knowledge of a suspected instance of child abuse, and when they so agree, the telephone report may be made by either of them, and a single report made and signed by that person. However, if any person who knows or should know that the designated person failed to make the report, that person then has a duty to do so.

While these internal procedures to apprise supervisors of reports may exist, they cannot impede or substitute for the mandatory reporting to outside agencies.

Contact Information

Report Suspected Child Abuse or Neglect to the California Department of Social Services

Imperial County

Imperial County Department of Social Services

Orange County

County of Orange Social Services Agency

Orange County Sheriffs Office

Riverside County

County of Riverside Department of Public Social Services

Riverside County Sheriffs Department

San Diego County

1. San Diego County Department of Children and Family Services (DCFS)
   (858) 616-5990 (24 hours per day-7 days per week)
   https://www.sandiegocounty.gov/content/sdc/hhsa/facilities/north_central/north_central_ region_administration_balboa.html
2. San Diego County Sheriff's Department
   9621 Ridgehaven Court, San Diego, CA 92123
   Non-Emergency (858) 974-2110
   https://www.sdsheriff.gov/i-want-to/contact-us

Child Abuse Training Requirement

All school employees must annually complete the mandated reporter training requirement as determined by the school administration. The training must be completed no later than October 15th every year. Newly hired employees are required to complete the training course within six (6) weeks of employment. Proof of completion of the training will be kept on file by Human Resources.

SECTION 4: DISASTER PROCEDURES

MYA is a Non-Classroom Based Charter School. The school uses a flex-based, Personalized Learning approach built around an Enriched Virtual Model of Blended Learning. Students meet with MYA staff one-on-one or in small groups at mutually agreed upon public locations such as public libraries, community centers, tribal halls, and similar locations.

Before meeting with students, families, and educational partners, MYA staff are trained to introduce themselves to the designated adult in charge at the meeting location, such as librarians, center directors, or facility managers. Staff will present their MYA ID badges and review emergency procedures and evacuation routes to ensure everyone is familiar with the location's safety protocols.

In the event of a disaster (e.g., earthquakes, fires, natural disasters, or security threats), MYA staff will follow the safety protocols and procedures of the facility they are visiting or renting, as directed by the supervising authority in charge. Special consideration will be given to students with disabilities in all emergency situations.

In addition, all school employees are required to participate in yearly training. Training and information on the following incidents is provided:

- Active Shooter/Armed Intruder/Lockdown
- Bomb threat (See Appendix G)
- Chemical Spills
- Earthquake (See Appendix F)
- Fire and Explosion Hazard

If any of the above situations occurs during an MYA field trip event or on location (rented space) for state testing, all staff will take action to ensure student safety in accordance with the building/facility staff’s established policies and procedures.

Site Specific Safety Plan

The Executive Director or their designee will maintain a School Safety Plan in compliance with Education Code and board policy. The staff of the school will be familiar with the emergency response procedures of the school and the partnering agencies as applicable. All staff members will be trained in emergency response and to provide students with the instruction and practice they need in order to respond appropriately during emergencies and disasters.

The Executive Director will activate the School's Safety Plan in a major disaster or when an emergency exists or threatens to exist that may impact the safety and well-being of students, employees and surrounding community. When the School Safety Plan is activated, or a disaster plan is implemented at a site where school staff, students, or educational partners are present, all staff will follow an Incident Command System (ICS). ICS is an organizational structure used by all emergency responders in the State of California when responding to an incident, which ensures centralized direction and coordination. Under ICS, one person (the Incident Commander) is in charge of the emergency at the school site. The Incident Commander has full authority to command and direct resources. The Executive Director is typically the Incident Commander and will coordinate response and services with the CEO and the administration of the partnering agencies as appropriate.

Depending on the nature and scope of the emergency, the Executive Director may appoint Section Chiefs to oversee the four other functions: Planning, Operations, Logistics and Finance and Administration. If the situation warrants, the Executive Director can perform any or all five functions. The CEO will provide support to the Executive Director and may act as the Incident Commander in their absence.

Incident/School Commander

The Management/Command Section is responsible for overall policy, direction and coordination of the emergency response effort during the incident. This Command Section is also responsible for interacting with responding agencies.

Responsibilities:

1. Assess emergency or threat and impact to students, staff, school property and surrounding community.
2. Activate School Disaster Plan and Incident Command System.
3. Establish an Incident Command Post.
4. Develop and communicate a plan of action.
5. Provide school with site specific status report.
6. Authorize any release of public information.
7. Release learning facilitators as appropriate.
8. Declare end of emergency-initiate recovery if appropriate.
9. Remain in charge of the campus until redirected/released by superintendent of schools, or relieved by fire or law enforcement incident commander.

Operations Section

The Operations Section is responsible for coordinating all operations in support of the emergency response and for implementing action plans. This section includes response teams that work toward reduction of the immediate hazard, mitigating damage, and establishing control and restoration of normal operations.

Responsibilities:

1. Coordinate Staff Buddy Assignments
2. Coordinate Student Messengers
3. Coordinate Search and Rescue
4. Coordinate Campus Check and Security
5. Coordinate Medical Aid
6. Coordinate Student Care
7. Coordinate Student Release
8. Coordinate Mental Health Counseling
9. Make sure teams have enough supplies
10. Reassign staff as needed

11. Schedule breaks and back-ups for staff
12. Coordinate mental health response activities

Planning/Intelligence Section

The Planning and Intelligence Section is responsible for collecting, evaluating, and disseminating information; maintaining documentation; and evaluating incoming information to determine the potential situation in the future.

Responsibilities:

1. Collect all information pertinent to incident (internal and external)
2. Analyze information for potential impacts or changes
3. Prepare and update status reports
4. Manage and update status board

Logistics Section

The Logistics Section is responsible for providing all types of support for the emergency response operation. This section orders all resources from off-site locations and provides facilities, services, personnel, equipment, transportation, and materials.

Responsibilities:

1. Open disaster container
2. Distribute supplies, kits, etc.
3. Set-up various staging area (s) for sanitation, feeding, etc.
4. Sign-in volunteers and assign to various sections needing assistance
5. Determine whether additional equipment, supplies, or personnel is needed
6. Make arrangements for transport of supplies and lodging of personnel

Finance and Administration Section

The Finance and Administration Section is responsible for accounting and financial activities such as establishing contracts with vendors, keeping pay records, and accounting for expenditures. This section is also responsible for all other administrative requirements and acts as the clearinghouse for documentation during the recovery phase.

Responsibilities:

1. Document all supplies redirected to emergency
2. Document all personnel time redirected to emergency (number of hours with description of activities performed)
3. Check with Section Chiefs to determine whether additional supplies, etc. will need to be purchased.
4. Purchase needed items
5. Document all activities.

Each School Site Safety Plan must include the following:

1. An evacuation route map (for the administrative office) (See Appendix E).
2. Student and employee accounting system and forms
3. Student check-out procedure.

As the school operates an independent study program, staff will adhere to the emergency plan of the facility or location when attending a field trip or conducting state testing.

Preparedness

Emergency preparedness at schools starts with school staff emergency preparedness at home. To ensure school staff are able to adequately respond to an emergency, disaster, or event, the following personal preparedness measures are recommended to be taken by staff:

1. Create a 72-hour emergency supply kit for the home.
2. Create an emergency car/office kit.
3. Develop a plan to reunite with family members.
4. Pack emergency supplies in the trunk of a personal vehicle including:

- Warm clothing
- Non-perishable food and water.
- Needed medication and first aid supplies.

- Personal hygiene supplies.
- Never let a personal vehicle become too low on fuel.

Disaster Service Workers

The School will comply with Section 3100 of the California Government Code, which states that public employees are disaster service workers who are subject to the disaster service activities assigned to them by their superiors or by law. The term public employees includes all personnel employed by State of California agencies, California county and city agencies, and public districts. MYA employees are designated as disaster service workers. Section 3100 of the California Government Code applies to public school employees for cases in which:

1. A local emergency has been proclaimed.
2. A State of Emergency has been proclaimed.
3. A Federal disaster declaration has been made.

Emergency Response Roles and Actions

If any of the following situations occurs during a MYA event or on location (rented space) for state testing, all staff will take action to ensure student safety.

- Active Shooter/Armed intruder
- Bomb Threat
- Chemical Accident
- Earthquake
- Explosion
- Fire
- Flood
- Windstorm
- Lockdown

Response

Response is the process of implementing appropriate actions while an emergency situation is unfolding. In this phase, schools mobilize resources needed to address the

emergency at hand. In any emergency situation, get help right away. Alert someone immediately—a school administrator, school nurse, the 911 Dispatcher, local fire department or police department, as appropriate.

School Responsibilities

If a disaster were to strike while students and staff are together at a location, or at a school event, the primary responsibility is to ensure the safety and security of students and staff. Students will look to staff for their safety and proper actions in a disaster. School personnel will remain with students until:

1. It is considered safe by the Executive Director;
2. A trusted adult identified on the students record in the MYA student information system arrives to pick up the student.

The Executive Director will:

1. Ensure that all personnel are familiar with the School Safety Plan and procedures.
2. Provide information to educational rights holders annually about the guidelines and procedures of the School Safety Plan as well as the trusted adults' responsibilities under the plan.
3. Work in coordination with the learning facilitators, staff, and representatives from rented locations in the event of a disaster or emergency.
4. Coordinate the implementation of the School Disaster Plan in an actual event.
5. Designate a person who will assist in a disaster situation in their absence.
6. Inform Trusted adults of the procedures for checking out students after a disaster.
7. Coordinate all emergency response efforts remotely, working with the learning facilitators at the scene, trusted adults of students participating in the school event or at state testing, and with representatives on location.

The Administrative Assistant will:

1. Assist the Executive Director with notification of educational rights holders.
2. Manage incoming calls, questions, and concerns to the main office.

3. Remain on duty until dismissed by the Executive Director.

The Learning Facilitator will:

1. Become familiar with the School Safety Plan.
2. Provide annual instruction to students in the drills and procedures.
3. Maintain a current roll sheet for each testing location; check roll during each disaster; report any missing students to Executive Director or designee.
4. Carry out other duties assigned by the Executive Director or designee.
5. Supervise and remain with their students unless they are assigned to other specific duties.
6. Keep student attendance sheet in their possession during drills and alerts. The attendance sheet will include information about special needs students or those with special medical issues.
7. Remain on site and carry out their assignments until officially dismissed by the Executive Director or administrative designee.

Procedure:

The supervising learning facilitator on location will have emergency contact information on their person at all times. The lead proctor on site at state testing locations will have contact information of emergency contacts identified in the Student Information System on site. Learning facilitators will follow the direction of officials, location personnel, and authorities to follow evacuation or lock down procedures of the facility. All staff will participate in annual training relative to active shooter response.

It is the responsibility of the learning facilitator to keep students calm and follow the instructions as given on site. As soon as possible, learning facilitators should contact the Executive Director to notify him/her of the situation. The Executive Director will remain in contact with the learning facilitator, relaying information to the educational rights holders as needed. Learning facilitators will remain on site until all students have been released to the educational rights holder listed on the permission slip or in the Student Information System.

Trusted Adult Responsibilities

The trusted adults of students identified in the schools Student Information System will be provided with a Student Permission Slip for each field trip. In case of a declared emergency, students will be released only to persons designated on this slip. Trusted adults are responsible for ensuring that information on the form is current at all times.

Trusted adults are asked to share in the School's responsibility of informing students what they should do in case of an emergency, disaster, or other dangerous event. Trusted adults need to give specific directions to each student to follow the school policy and directions of school personnel. It is critical that students do not receive directions from trusted adults that are contrary to the School's stated policy on retention at school and authorized release in case of a real or perceived emergency.

Earthquakes

In accordance with Education Code Section 32282 (II)-(IV), a drop procedure flier has been made available in Appendix F of this document and will be distributed to staff and students annually.

Cardiac Arrest Response Procedures

The School is committed to responding to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds.

What is Sudden Cardiac Arrest?

Sudden cardiac arrest occurs when the heart stops beating effectively, preventing blood flow to the brain and vital organs. It can occur without warning, even in individuals with no known risk factors. Immediate intervention is critical to survival.

- Cardiac Arrest: The heart has stopped or is beating ineffectively. Requires cardiopulmonary resuscitation (CPR) immediately.
- Heart Attack: A blockage in blood flow to the heart muscle that can sometimes lead to cardiac arrest.

Cardiac Arrest Emergency Response Procedures

If an individual is suspected of experiencing sudden cardiac arrest:

1. Ensure scene safety. Quickly assess the situation.
2. Check responsiveness and breathing. If unresponsive and not breathing (or only gasping), act immediately.
3. Call 9-1-1. Assign a staff member to contact emergency services.
4. Begin CPR immediately. Push hard and fast in the center of the chest.
5. Continue CPR until emergency responders arrive and take over care.

School Procedures

- Staff Training
    - Designated staff members receive CPR training through the National CPR Association.
    - Training is refreshed on a regular basis to ensure preparedness.
- Emergency Communication
    - During a suspected cardiac arrest event, staff will follow The School's established emergency communication procedures to ensure a rapid response.

The School is committed to ensuring that staff are prepared to respond effectively to sudden cardiac arrest by maintaining trained personnel, providing CPR training, and integrating response procedures into the school's comprehensive safety plan.

SECTION 5: SUSPENSION/EXPULSION

The school reserves the right to suspend or expel students pursuant to the school's policy and procedures established by the Board of Directors, and pursuant to federal and state law. Frequent interaction among students, and between students and faculty, will occur in MYA's Enriched Virtual Model of Blended learning via one-to-one and collaborative communication tools, or weekly Learning Period (LP) meetings. These

participants may also interact from time to time during scheduled school events and proctored testing events. The school has disciplinary procedures pertaining to a student's academic, interpersonal, and internet conduct. Discipline follows a process of Positive Behavior Interventions to each subsequent violation, with proper notifications at each step.

Interpersonal communication and conduct, in whatever form or arena it occurs, will be subject to MYA's policies that establish:

- expectations for civil and courteous student behavior.
- a process for investigating violations or alleged violations of same.
- any lawful penalties or interventions to be imposed as a result.

Penalties are increased for each subsequent offense until the student becomes a candidate for expulsion.

Grounds for Suspension or Expulsion

For MYA students, the applicable suspension and expulsion policy and procedure is set forth in the terms of the charter between the School and the authorizing School District, and in board policy. Copies of the charter petition and policy will be supplied upon request. In addition, MYA has a board approved Expulsion Plan that documents the schools role to assist the students continued successful access to education.

As to students with special education needs, discipline will be taken, where appropriate, in conformance with applicable law.

SECTION 6: PROCEDURES TO NOTIFY LEARNING FACILITATORS OF DANGEROUS PUPILS

The Charter School will comply with Education Code Section 49079 and shall inform the learning facilitator of each pupil who has engaged in, or is reasonably suspected to

have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The School shall provide the information to the learning facilitator based upon any records that the School maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

Notification of Suspension History

Each September and February, learning facilitators will be provided with a list via email of their enrolled students who have one or more suspensions of a serious or violent nature. This list includes student suspensions for the current year plus the previous three years. The following procedure is used in notifying learning facilitators of the suspension history:

1. Suspension lists are emailed and hand-delivered to each learning facilitator using a routing sheet. All learning facilitators sign the routing slip indicating their review of the data.
2. The hard copies will have a cover sheet marked “confidential” and learning facilitators will be reminded via email and on the routing sheet about the confidential nature of the data.
3. All routing sheets and suspension reports are to be returned after 5 days and filed in the school office.

Notification of Current Suspensions

To notify learning facilitators of suspensions as they occur during the school year, the following process is used:

1. Learning facilitators will be sent an email advising them of the nature of the serious act and the dates of the suspension as well as any other pertinent information regarding the suspension.
2. Learning facilitators will be reminded in the email about the confidential nature of the data.

Transfers/Mandatory Alternative Placement

When students are administratively transferred from one school to another for disciplinary reasons, learning facilitators (to whom the student is assigned) at the new school will be notified by the school administration and will be provided with written information regarding the reason(s) for the student's transfer as well as a copy of the student's behavior contract (if applicable). Copies of this written notice are maintained in the school office.

Student Convictions

When the school receives information from the juvenile court system that a student has been convicted of a serious or violent crime requiring learning facilitator notification, the Executive Director will provide written notice to the learning facilitator using the procedures outlined in “Current Suspensions.” Copies of this notice will be maintained in the school office.

SECTION 7: DISCRIMINATION AND HARASSMENT

Unlawful Harassment Policy

It is the policy of MYA to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, age, disability, marital status, citizenship or any other characteristic protected by law. MYA prohibits any such discrimination or harassment. It is MYA’s mission to provide a professional work and learning environment free of harassment, that maintains equality, dignity, and respect for all. It is a violation of this policy for any student, learning facilitator, administrator or other employee of MYA to harass a student, learning facilitator, administrator, or other employee through conduct or communication. This policy applies to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to MYA (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the

workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

What is Harassment?

Harassment can take many forms. As used in the CSSP, the term “harassment” includes:

1. Offensive remarks, comments, jokes, or slurs pertaining to an individual’s race, religion, sex, age, national origin or ancestry, disability, citizenship, veteran status, or any other protected status defined by law.
2. Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors, regardless of the gender of the individuals involved.
3. Offensive physical conduct, including touching, regardless of the gender of the individuals involved, including threats of harm, violence or assault.
4. Offensive pictures, drawings, photographs, or other communications, including email.
5. Threatening reprisals of an employee’s refusal to respond to requests for sexual favors or for reporting a violation of this policy.
6. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:
    a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment.
    b. Submission to, or rejection of, such conduct by an individual is used as a basis of employment decisions affecting such individuals.
    c. Such conduct has the purpose or effect of substantially interfering with the individual’s work performance or creating an intimidating, hostile or offensive working environment.

Responsibility

All MYA students, staff, and administrators have a responsibility for keeping their work and educational environment free of harassment.

Reporting

MYA encourages reporting of all actual or perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. However, MYA cannot resolve a harassment claim that has not been reported. Employees are responsible for reporting claims to the school, and the school in turn will take any and all necessary steps to address the employee's concerns. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor, and/or the school administration. In addition, MYA encourages individuals who believe they are being subjected to such conduct promptly to advise the offender that their behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. MYA recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although it is understood that an investigation will normally require the involvement of third parties.

Investigation/Complaint Procedure

All complaints of harassment will be promptly investigated. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but is not limited to, reprimand, suspension, or dismissal, depending on the nature and severity of the offense. Additionally, appropriate action will also be taken in the event the accusations are intentionally false or malicious in intent.

Informal Procedure

If for any reason an individual does not wish to address their offender directly, or if such action does not successfully end the offensive conduct, the individual should notify their immediate supervisor and/or the Office Manager who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the school's designated representatives, and such discussion is encouraged. An individual reporting harassment, discrimination or retaliation should be aware; however, that MYA may

decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

Formal Procedure

As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement, or believe they have witnessed such conduct, should discuss their concerns with their supervisor, school administrator or the Director of Human Resources. MYA encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality and discretion will be maintained throughout the investigation process to the extent consistent with adequate investigation and appropriate corrective action. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, or termination as MYA believes appropriate under the circumstances. If a party to a complaint does not agree with the school's resolution, that party may appeal to the MYA Executive Director or Director of Human Resources. False and malicious complaints of harassment, discrimination or retaliation as opposed to complaints which, even if erroneous are made in good faith, may be the subject of appropriate disciplinary action.

Retaliation

Retaliation against an individual for reporting harassment or discrimination or for participating in the investigation into a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Conclusion

This policy was developed to ensure that all employees can work in an environment free from harassment, discrimination and retaliation. MYA will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has any questions or concerns about these policies may speak with their supervisor, the Executive Director, or the Director of Human Resources. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of MYA prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges, and prerequisites of employment. The prohibitions against harassment, discrimination, and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

Cyber-Bullying

MYA expects its students to use all electronic communication methods in a responsible, ethical, and legal manner in order to ensure that offensive, harassing, or other communication jeopardizing the integrity of MYA has not been made available to other students. By accepting the invitation to Instant Message (IM) with others, students are agreeing that they will use IM properly for school-related purposes only, will

communicate with faculty and students appropriately, and will not take part in cyber-bullying or any other forms of harassment.

While communicating via any method, including electronic, or in person meetings, students are agreeing that they will use communication tools properly for school, will communicate with faculty and students appropriately, and will not take part in cyber-bullying or any other form of harassment.

Harassment and cyber-bullying of or by students or learning facilitators will not be tolerated in any environment. Harassment is defined as unwanted conduct based on protected class (e.g., race, color, national origin, religion, gender, age, disability, or sexual orientation). Cyber-bullying, otherwise known as electronic bullying, is defined as the use of electronic communications to bully others (via email, chat rooms, instant messaging, cell phones, threaded discussions, websites, or through other forms of electronic communication). “Unwanted conduct” includes but is not limited to: threats, insults, verbal abuse, racial slurs, or any other hostile communications designed to cause harm to others.

“Offensive content” includes, but is not limited to: sexual comments or images, racial slurs, gender-specific comments, or any comments that would offend someone on the basis of age, race, sex, color, religion, national origin, handicap, disability, or veteran status. Harassment and cyber-bullying are actions that interfere with school success and/or create a hostile environment and will not be permitted.

The use of offensive content motivated by unwanted conduct will hereafter be referred to as “abusive communication.”

Steps for Students to Follow

Students who believe that they are victims of cyber-bullying or harassment should follow the steps below:

1. Do not respond to the person engaging in the alleged harassment or

cyber-bullying.

2. Document specific instances of alleged cyber-bullying or harassment (i.e., keep a record of abusive correspondences and save the documents or communications).
3. If the abusive communication is from another student and occurs as part of coursework (i.e., as part of any class activity such as a threaded discussion, in person or virtual meeting, or group assignment), report the situation to the learning facilitator and send the learning facilitator the documentation.
4. If the abusive communication is from another student and occurs in any other school setting (i.e., not as part of a specific class), report the situation to the learning facilitator, notify the Director (or the director's designee) and complete the incident report form in the schools information system.
5. If the abusive communication is from a staff member, report the situation to the Executive Director.
6. If the abusive communication is from a school administrator, report the situation to the learning facilitator who will report it to the Chief Executive Officer.

Administrative Action Plan

When a student reports an incident of cyber-bullying or harassment to a learning facilitator:

1. The learning facilitator will collect and review documentation if the abusive communication occurs as part of coursework.
2. The learning facilitator will discuss the incident with the accused student and decide if the incident warrants a referral to a school administrator. This will depend on the severity of the incident and if this is a first time or repeat offense. Records of the actions taken will be appended to the student's electronic file.
3. The learning facilitator will warn the student about progressive interventions that may include a referral for suspension or expulsion for repeated offenses.
4. The learning facilitator will arrange a conference with the trusted adults listed as part of the students record in the school's Student Information System to discuss the matter.

5. If the student is referred to a school administrator, the student may be a candidate for MTSS/PBIS plan.

When a student reports an incident of cyber-bullying or harassment to a learning facilitator:

1. The learning facilitator will collect and receive documentation if the abusive communication occurs in any other school setting (i.e., not as part of a specific class).
2. The learning facilitator will discuss the incident with the accused student and decide if the incident warrants referral to the Executive Director. This will depend on the severity of the incident and if this is a first time or repeat offense. Records of the actions taken will be appended to the student's electronic file.

When a student reports an incident of cyber-bullying or harassment by a staff member to the Executive Director or Chief Executive Officer that person will discuss the incident with the accused and will take necessary actions to address the complaint.

Disciplinary Action

Students engaging in harassment or cyber-bullying:

- will have a conference with a trusted adult scheduled to discuss the matter.
- will receive a warning about progressive interventions that may include a referral for suspension or expulsion for a repeated offense.
- will be candidates for MYA's MTSS/PBIS plan that may lead to suspension or expulsion depending on the severity or frequency of the offense.

Staff Member Responsibilities Regarding Harassment or Cyber-Bullying:

- Staff members collect and review documentation and discuss the incident(s) with the student.
- Staff members record the documentation in the student's electronic file.
- Learning Facilitator arranges a conference with the student's trusted adult to discuss the matter.

- Learning Facilitator informs student of MYA's MTSS/PBIS plan that may lead to suspension or expulsion Executive Director initiates administrative expulsions as described above.

Hate Crime Reporting Procedures

Hate crimes occur when a perpetrator targets a victim because of their membership in a certain social group, usually defined by racial group, religion, sexual orientation, disability, ethnicity, nationality, age, gender, gender identity, or political affiliation.

Hate crimes can take many forms. Incidents may involve physical assault, damage to property, bullying, harassment, verbal abuse or insults, or offensive graffiti or letters.
Reporting procedures:

1. Any student who believes that they are a victim of hate-motivated behavior shall immediately contact the Executive Director or designee. If the student believes that the situation has not been remedied by the Executive Director or designee, they may file a complaint in accordance with the school's complaint procedures.
2. Staff who are informed of hate-motivated behavior or personally observe such behavior shall notify the Executive Director or designee. The Executive Director or designee shall notify law enforcement if it is determined that a hate-motivated crime occurred.
3. The Executive Director or designee shall ensure that staff receives appropriate training to recognize hate-motivated behavior and methods of handling such behavior in appropriate ways.

SECTION 8: SCHOOLWIDE DRESS CODE

The purpose of the MYA dress code is to advocate a successful, respectful, and safe learning environment for all students and staff. Dress may not interfere with or distract from learning and must be appropriate for the school activity. Inappropriate dress will be reported to a school administrator. If the school administrator finds the clothing is in violation of the dress code, individuals may be asked to change clothes when possible

or be prohibited from participating in a school-sponsored activity.

Examples of Inappropriate Dress

- Clothing, jewelry, book covers, backpacks or binders that contain sexual connotations, mentions tobacco, alcohol, drugs, profanity, obscenity, weapons, violence, or gangs
- Clothing that is revealing, strapless, see-through, low-cut, or exposes the midriff
- Clothing that is not the appropriate length to meet the tips of the fingers when arms are down at the side with fingers extended
- Pants and shorts must fit at the waist without sagging to reveal undergarments
- Shoes must be worn at all times
- Clothing which may be intimidating to others such as metal studs, spikes, gang affiliation/attire, or puts the wearer in danger

School administration retains the sole discretion to make the final determination whether clothing, jewelry and accessories, and/or appearance meet acceptable standards.

SECTION 9: SAFE INGRESS AND EGRESS

MYA is an independent study program. By nature, students do not come to a campus, and the school is only in custody of students when the student is present at organized school activities, or annual state test proctoring. In the event that students will be in the direct care of the school, personnel will provide all relevant ingress and egress information specific to the location as applicable in order to ensure the safety of pupils, trusted adults, and school employees in route to and from school events or activities.

SECTION 10: SAFE AND ORDERLY ENVIRONMENT

It is the priority of MYA to provide students, families, and staff a safe environment free from harm, so they can pursue and support the education goals of the students.

Nondiscrimination and Fair Treatment of Pupils

MYA is non-sectarian in its programs, admissions policies, employment practices, and all other operations. MYA does not charge tuition and does not discriminate on the basis of race, ethnicity, national origin, gender, or disability as required by Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Education 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990.

Hazard Assessments

On a monthly basis the school will conduct an assessment of any hazards and complete the Hazard Assessment Checklist. Checklists will be kept on file in Human Resources.

APPENDIX A: SUICIDE PREVENTION

The publications of many organizations and governmental agencies contain advice for people who are engaged with suicidal people. That advice is summarized below.

Do's

Listen to what the person is saying and take her/his/their suicidal threat seriously. Many times a person may be looking for just that assurance.

Observe the person's nonverbal behavior. In children and adolescents, facial expressions, body language, and other concrete signs often are more telling than what the person says.

Ask whether the person is really thinking about suicide. If the answer is "YES," ask how she/he plans to do it and what steps have already been taken. This will convince the person of your attention and let you know how serious the threat is.

Get Help by contacting an appropriate Crisis Response Team member. Never attempt to handle a potential suicide by yourself.

Stay with the person. Take the person to a CRT member and stay with that person for a while. The person has placed trust in you, so you must help transfer that trust to the other person.

Don'ts

Don't leave the person alone for even a minute.

Don't act shocked or be sworn to secrecy.

Don't underestimate or brush aside a suicide threat ("You won't really do it; you're not the type"), or to shock or challenge the person ("Go ahead. Do it"). The person may already feel rejected and unnoticed, and you should not add to the burden.

Don’t let the person convince you that the crisis is over. The most dangerous time is precisely when the person seems to be feeling better. Sometimes, after a suicide method has been selected, the person may appear happy and relaxed. You should, therefore, stay involved until you get help.

Don’t take too much upon yourself. Your responsibility to the person in a crisis is limited to listening, being supportive, and getting her/him to a trained professional. Under no circumstances should you attempt to counsel the person.

APPENDIX B: EDUCATIONAL ACTIVITY PERMISSION SLIP AND WAIVER

For use by a trusted adult of a student participating in a group or educational rights holder guided educational activity.
Group Activity: _____
Activity Location:_____
Activity Date:_____ Leave By:_____ Return By:_____

Learning Facilitator/Supervising Charter Employee Name _____

Information: Education code Section 35330 authorizes the governing board of any school district to conduct events or excursions for students in connection with courses of instruction or school related social, educational, cultural, athletic or school band activities to and from places in the state, any other state, the District of Columbia, or a foreign country. Scheduled events or excursions may be connected with such courses of instruction or such school activities that further the student's education and participation is voluntary.

Student #_____ Student Name_____ Grade____ Cost_____
Student #_____ Student Name_____ Grade____ Cost_____
Educational Rights Holder Name_____
Address_____ City_____ Zip_____
Home #_____ Cell #_____ Work #_____
Email_____

PLEASE INITIAL #1 OR #2 BELOW TO INDICATE DESIRED ACTION IN THE EVENT OF ACCIDENT OR EMERGENCY:

1. ___ In the event of an accident or emergency, when an Educational Rights Holder is unavailable, I hereby authorize a representative of the school to make such arrangements as they consider necessary for my child to receive medical/hospital care, including necessary transportation.

Under such circumstances, I further authorize the physician named below to undertake such care and treatment of my child as they consider necessary. In the event that said physician is not available at any time, I authorize such care and treatment to be performed by a licensed physician or surgeon. **THE UNDERSIGNED EDUCATIONAL RIGHTS HOLDER FULLY UNDERSTANDS HE/SHE IS RESPONSIBLE TO PAY ALL COSTS INCURRED AS A RESULT OF THE FOREGOING.**

If your child is injured at a group educational activity, contact the school at _____

2. ___ I do not choose the above statement and desire the following action to be taken:

_____

WAIVER: “California law provides as follows: „All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state events or excursions and all parents or guardians of pupils taking out-of-state events or excursions shall sign a statement waiving all claims‟”. (Ed. Code Sec. 35330)

Motivated Youth Academy/ MYA Charter School (Hereinafter referred to as "The Charter School")

I/We,_____ intend to participate in the above-described educational activity. I acknowledge that my participation in this activity is not required by “The Charter School”, or any Learning Facilitator or employee of “The Charter School and is voluntary. I understand that in determining that participation in this Activity has educational value, “The Charter School” has not investigated or approved its safety, the qualifications or financial responsibility of any person or firm involved in the Activity, or the facilities or equipment to be used. In addition, the charter school has not provided or approved transportation to or from this Activity. All participants are expected to secure their own transportation to and from the Activity. In consideration for being permitted to participate in this Activity I may be entitled to education credit. I hereby waive, release and discharge “The Charter School” from any and all claims for damages or personal injury, death, or property damage which I may have, or which may hereafter occur as a result of my participation in the Activity. It is understood that the Activity may involve an element of risk and danger of accidents and knowing those risks, I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS RELEASE OF LIABILITY IS A CONTRACT BETWEEN MYSELF AND THE CHARTER SCHOOL

My signature below authorizes my student to participate in this group education activity. By signing below I represent that I have the authority to sign this form on behalf of any minor(s) listed above.

Trusted Adult Name (PRINTED)_____
Trusted Adult Signature_____

Relationship to Minor_____ Date:_____

I give permission for my child/children to have any photos taken on this school scheduled event to be used on the school's website or social media pages.
Yes_____ No_____

Return Form By:_____
OFFICE USE: Number of students attending #_____
Number of other family members attending #_____
Amount Enclosed $_____(CHECK ONLY)

APPENDIX C: SUSPECTED CHILD ABUSE REPORT, FORM SS8572

STATE OF CALIFORNIA
BCIA 8572
(Rev. 04/2017)

DEPARTMENT OF JUSTICE
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SUSPECTED CHILD ABUSE REPORT
(Pursuant to Penal Code section 11166)

Print Form | Clear Form

To Be Completed by Mandated Child Abuse Reporters
PLEASE PRINT OR TYPE

CASE NAME: _____
CASE NUMBER: _____

A. REPORTING PARTY

NAME OF MANDATED REPORTER	TITLE	MANDATED REPORTER CATEGORY
REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS Street City Zip		DID MANDATED REPORTER WITNESS THE INCIDENT? ☐ YES ☐ NO
REPORTER'S TELEPHONE (DAYTIME)	SIGNATURE	TODAY'S DATE

B. REPORT NOTIFICATION

☐ LAW ENFORCEMENT ☐ COUNTY PROBATION ☐ COUNTY WELFARE / CPS (Child Protective Services) — AGENCY

ADDRESS Street City Zip	DATE/TIME OF PHONE CALL
OFFICIAL CONTACTED - NAME AND TITLE	TELEPHONE

C. VICTIM (One report per victim)

NAME (LAST, FIRST, MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS Street City Zip			TELEPHONE
PRESENT LOCATION OF VICTIM	SCHOOL	CLASS	GRADE
PHYSICALLY DISABLED? ☐ YES ☐ NO	DEVELOPMENTALLY DISABLED? ☐ YES ☐ NO	OTHER DISABILITY (SPECIFY)	PRIMARY LANGUAGE SPOKEN IN HOME

IN FOSTER CARE? ☐ YES ☐ NO

IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE: ☐ DAY CARE ☐ CHILD CARE CENTER ☐ FOSTER FAMILY HOME ☐ FAMILY FRIEND ☐ GROUP HOME OR INSTITUTION ☐ RELATIVE'S HOME

TYPE OF ABUSE *(CHECK ONE OR MORE)*: ☐ PHYSICAL ☐ MENTAL ☐ SEXUAL ☐ NEGLECT ☐ OTHER (SPECIFY) _____

RELATIONSHIP TO SUSPECT	PHOTOS TAKEN? ☐ YES ☐ NO	DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? ☐ YES ☐ NO ☐ UNK

D. INVOLVED PARTIES

VICTIM'S SIBLINGS

NAME	BIRTHDATE	SEX	ETHNICITY	NAME	BIRTHDATE	SEX	ETHNICITY
1.				3.			
2.				4.			

VICTIM'S PARENTS/GUARDIANS

NAME (LAST, FIRST. MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS Street City Zip	HOME PHONE		BUSINESS PHONE
NAME (LAST, FIRST. MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS Street City Zip	HOME PHONE		BUSINESS PHONE

SUSPECT

SUSPECT'S NAME (LAST, FIRST. MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS Street City Zip			TELEPHONE
OTHER RELEVANT INFORMATION			

E. INCIDENT INFORMATION

IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX ☐ IF MULTIPLE VICTIMS, INDICATE NUMBER: _____

DATE/TIME OF INCIDENT	PLACE OF INCIDENT

NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incident's involving the victim(s) or suspect)

DO NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code section 11169 to submit to DOJ a Child Abuse or Severe Neglect Indexing Form BCIA 8583 if (1) an active investigation was conducted and (2) the incident was determined to be substantiated.

STATE OF CALIFORNIA
BCIA 8572
(Rev. 04/2017)

DEPARTMENT OF JUSTICE
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SUSPECTED CHILD ABUSE REPORT
(Pursuant to Penal Code section 11166)

DEFINITIONS AND GENERAL INSTRUCTIONS FOR COMPLETION OF FORM BCIA 8572

All Penal Code (PC) references are located in Article 2.5 of the California PC. This article is known as the Child Abuse and Neglect Reporting Act (CANRA). The provisions of CANRA may be viewed at: http://leginfo.legislature.ca.gov/faces/codes.xhtml (specify "Penal Code" and search for sections 11164-11174.3). A mandated reporter must complete and submit form BCIA 8572 even if some of the requested information is not known. (PC section 11167(a).)

I. MANDATED CHILD ABUSE REPORTERS
Mandated child abuse reporters include all those individuals and entities listed in PC section 11165.7.

II. TO WHOM REPORTS ARE TO BE MADE ("DESIGNATED AGENCIES")
Reports of suspected child abuse or neglect shall be made by mandated reporters to any police department or sheriff's department (not including a school district police or security department), the county probation department (if designated by the county to receive mandated reports), or the county welfare department. (PC section 11165.9.)

III. REPORTING RESPONSIBILITIES
Any mandated reporter who has knowledge of or observes a child, in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects has been the victim of child abuse or neglect shall report such suspected incident of abuse or neglect to a designated agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof ***within 36 hours*** of receiving the information concerning the incident. (PC section 11166(a).)

No mandated reporter who reports a suspected incident of child abuse or neglect shall be held civilly or criminally liable for any report required or authorized by CANRA. Any other person reporting a known or suspected incident of child abuse or neglect shall not incur civil or criminal liability as a result of any report authorized by CANRA unless it can be proven the report was false and the person knew it was false or made the report with reckless disregard of its truth or falsity. (PC section 11172(a).)

IV. INSTRUCTIONS
SECTION A – REPORTING PARTY: Enter the mandated reporter's name, title, category (from PC section 11165.7), business/agency name and address, daytime telephone number, and today's date. Check yes/no whether the mandated reporter witnessed the incident. The signature area is for either the mandated reporter or, if the report is telephoned in by the mandated reporter, the person taking the telephoned report.

IV. INSTRUCTIONS (*continued*)
SECTION B – REPORT NOTIFICATION: Complete the name and address of the designated agency notified, the date/time of the phone call, and the name, title, and telephone number of the official contacted.

SECTION C – VICTIM (One Report per Victim): Enter the victim's name, birthdate or approximate age, sex, ethnicity, address, telephone number, present location, and, where applicable, enter the school, class (indicate the teacher's name or room number), and grade. List the primary language spoken in the victim's home. Check the appropriate yes/no box to indicate whether the victim may have a developmental disability or physical disability and specify any other apparent disability. Check the appropriate yes/no box to indicate whether the victim is in foster care, and check the appropriate box to indicate the type of care if the victim was in out-of-home care. Check the appropriate box to indicate the type of abuse. List the victim's relationship to the suspect. Check the appropriate yes/no box to indicate whether photos of the injuries were taken. Check the appropriate box to indicate whether the incident resulted in the victim's death.

SECTION D – INVOLVED PARTIES: Enter the requested information for Victim's Siblings, Victim's Parents/Guardians, and Suspect. Attach extra sheet(s) if needed (provide the requested information for each individual on the attached sheet(s)).

SECTION E – INCIDENT INFORMATION: If multiple victims, indicate the number and submit a form for each victim. Enter date/time and place of the incident. Provide a narrative of the incident. Attach extra sheet(s) if needed.

V. DISTRIBUTION
Reporting Party: After completing form BCIA 8572, retain a copy for your records and submit copies to the designated agency.

Designated Agency: ***Within 36 hours*** of receipt of form BCIA 8572, the initial designated agency will send a copy of the completed form to the district attorney and any additional designated agencies in compliance with PC sections 11166(j) and 11166(k).

ETHNICITY CODES

1 Alaskan Native	6 Caribbean	11 Guamanian	16 Korean	22 Polynesian	27 White-Armenian
2 American Indian	7 Central American	12 Hawaiian	17 Laotian	23 Samoan	28 White-Central American
3 Asian Indian	8 Chinese	13 Hispanic	18 Mexican	24 South American	29 White-European
4 Black	9 Ethiopian	14 Hmong	19 Other Asian	25 Vietnamese	30 White-Middle Eastern
5 Cambodian	10 Filipino	15 Japanese	21 Other Pacific Islander	26 White	31 White-Romanian

APPENDIX D: HAZARDS ASSESSMENT CHECKLIST

HAZARD ASSESSMENT CHECKLIST

The following checklist can be used to identify and evaluate hazards in your workplace. This checklist covers a wide variety of workplace safety and health hazards. All of the topics covered in this checklist may not apply to your particular workplace. When evaluating your workplace use the sections of the checklist that apply to your workplace and work activities.

GENERAL WORK ENVIRONMENT

- Are all worksites clean and orderly?
- Are work surfaces kept dry or appropriate means taken to assure the surfaces are slip-resistant?
- Are all spilled materials or liquids cleaned up immediately?
- Is combustible scrap, debris and waste stored safely and removed from the worksite promptly?
- Is accumulated combustible dust routinely removed from elevated surfaces, including the overhead structure of buildings?
- Is combustible dust cleaned up with a vacuum system to prevent the dust going into suspension?
- Is metallic or conductive dust prevented from entering or accumulation on or around electrical enclosures or equipment?
- Are covered metal waste cans used for oily and paint-soaked waste?
- Are all oil and gas fired devices equipped with flame failure controls that will prevent flow of fuel if pilots or main burners are not working?
- Are paint spray booths, dip tanks and the like cleaned regularly?
- Are the minimum number of toilets and washing facilities provided?
- Are all toilets and washing facilities clean and sanitary?
- Are all work areas adequately illuminated?

- Are pits and floor openings covered or otherwise guarded?

WALKWAYS

- Are aisles and passageways kept clear?
- Are aisles and walkways marked as appropriate?
- Are wet surfaces covered with non-slip materials?
- Are holes in the floor, sidewalk or other walking surface repaired properly, covered or otherwise made safe?
- Is there safe clearance for walking in aisles where motorized or mechanical handling equipment is operating.
- Are spilled materials cleaned up immediately?
- Are materials or equipment stored in such a way that sharp projectiles will not interfere with the walkway?
- Are changes of direction or elevations readily identifiable?
- Are aisles or walkways that pass near moving or operating machinery, welding operations or similar operations arranged so employees will not be subjected to potential hazards?
- Is adequate headroom provided for the entire length of any aisle or walkway?
- Are standard guardrails provided wherever aisle or walkway surfaces are elevated more than 30 inches above any adjacent floor or the ground?
- Are bridges provided over conveyors and similar hazards?

FLOOR AND WALL STAIRWAYS

- Are floor openings guarded by a cover, guardrail, or equivalent on all sides (except at entrance to stairways or ladders)?
- Are toeboards installed around the edges of a permanent floor opening (where persons may pass below the opening)?
- Are skylight screens of such construction and mounting that they will withstand a load of at least 200 pounds?
- Is the glass in windows, doors, glass walls that are subject to human impact, of sufficient thickness and type for the condition of use?

- Are grates or similar type covers over floor openings such as floor drains, of such design that foot traffic or rolling equipment will not be affected by the grate spacing?
- Are unused portions of service pits and pits not actually in use either covered or protected by guardrails or equivalent?
- Are manhole covers, trench covers and similar covers, plus their supports, designed to carry a truck rear axle load of at least 20,000 pounds when located in roadways and subject to vehicle traffic?
- Are floor or wall openings in fire resistive construction provided with doors or covers compatible with the fire rating of the structure and provided with self-closing feature when appropriate?

STAIRS & STAIRWAYS

- Are standard stair rails or handrails on all stairways having four or more risers?
- Are all stairways at least 22 inches wide?
- Do stairs have at least a 6'6" overhead clearance?
- Do stairs angle no more than 50 and no less than 30 degrees?
- Are stairs of hollow-pan type treads and landings filled to noising level with solid material?
- Are step risers on stairs uniform from top to bottom, with no riser spacing greater than 7-1/2 inches?
- Are steps on stairs and stairways designed or provided with a surface that renders them slip resistant?
- Are stairway handrails located between 30 and 34 inches above the leading edge of stair treads?
- Do stairway handrails have a least 1-1/2 inches of clearance between the handrails and the wall or surface they are mounted on?
- Are stairway handrails capable of withstanding a load of 200 pounds, applied in any direction?
- Where stairs or stairwell exit directly into any area where vehicles may be operated, are adequate barriers and warnings provided to prevent employees

stepping into the path of traffic?

- Do stairway landings have a dimension measured in the direction of travel, at least equal to width of the stairway?
- Is the vertical distance between stairway landings limited to 12 feet or less?

EXITING OR EGRESS

- Are all exits marked with an exit sign and illuminated by a reliable light source?
- Are the directions to exits, when not immediately apparent, marked with visible signs?
- Are doors, passageways or stairways, that are neither exits nor access to exits and which could be mistaken for exits, appropriately marked "NOT AN EXIT", "TO BASEMENT", "STOREROOM", and the like?
- Are exit signs provided with the word "EXIT" in lettering at least 5 inches high and the stroke of the lettering at least 1/2 inch wide?
- Are exit doors side-hinged?
- Are all exits kept free of obstructions?
- Are at least two means of egress provided from elevated platforms, pits or rooms where the absence of a second exit would increase the risk of injury from hot, poisonous, corrosive, suffocating, flammable, or explosive substances?
- Are there sufficient exits to permit prompt escape in case of emergency?
- Are special precautions taken to protect employees during construction and repair operations?
- Is the number of exits from each floor of a building, and the number of exits from the building itself, appropriate for the building occupancy load?
- Are exit stairways which are required to be separated from other parts of a building enclosed by at least two hour fire-resistive construction in buildings more than four stories in height, and not less than one-hour fire resistive construction elsewhere?
- When ramps are used as part of required exiting from a building, is the ramp slope limited to 1- foot vertical and 12 feet horizontal?
- Where exiting will be through frameless glass doors, glass exit doors, storm

doors, and such are the doors fully tempered and meet the safety requirements for human impact?

EXIT DOORS

- Are doors that are required to serve as exits designed and constructed so that the way of exit travel is obvious and direct?
- Are windows that could be mistaken for exit doors, made inaccessible by means of barriers or railings?
- Are exit doors openable from the direction of exit travel without the use of a key or any special knowledge or effort, when the building is occupied?
- Is a revolving, sliding or overhead door prohibited from serving as a required exit door?
- Where panic hardware is installed on a required exit door, will it allow the door to open by applying a force of 15 pounds or less in the direction of the exit traffic?
- Are doors on cold storage rooms provided with an inside release mechanism that will release the latch and open the door even if it's padlocked or otherwise locked on the outside?
- Where exit doors open directly onto any street, alley or other area where vehicles may be operated, are adequate barriers and warnings provided to prevent employees stepping into the path of traffic?
- Are doors that swing in both directions and are located between rooms where there is frequent traffic, provided with viewing panels in each door?

ENVIRONMENTAL CONTROLS

- Are all work areas properly illuminated?
- Are employees instructed in proper first aid and other emergency procedures?
- Are hazardous substances identified which may cause harm by inhalation, ingestion, skin absorption or contact?
- Are employees aware of the hazards involved with the various chemicals they may be exposed to in their work environment, such as ammonia, chlorine, epoxies, and caustics?

- Is employee exposure to chemicals in the workplace kept within acceptable levels?
- Can a less harmful method or product be used?
- Is the work area's ventilation system appropriate for the work being performed?
- Are spray painting operations done in spray rooms or booths equipped with an appropriate exhaust system?
- Is employee exposure to welding fumes controlled by ventilation, use of respirators, exposure time, or other means?
- Are welders and other workers nearby provided with flash shields during welding operations?
- If forklifts and other vehicles are used in buildings or other enclosed areas, are the carbon monoxide levels kept below maximum acceptable concentration?
- Has there been a determination that noise levels in the facilities are within acceptable levels?
- Are steps being taken to use engineering controls to reduce excessive noise levels?
- Are proper precautions being taken when handling asbestos and other fibrous materials?
- Are caution labels and signs used to warn of asbestos?
- Are wet methods used, when practicable, to prevent the emission of airborne asbestos fibers, silica dust and similar hazardous materials?
- Is vacuuming with appropriate equipment used whenever possible rather than blowing or sweeping dust?
- Are grinders, saws, and other machines that produce respirable dusts vented to an industrial collector or central exhaust system?
- Are all local exhaust ventilation systems designed and operating properly such as airflow and volume necessary for the application? Are the ducts free of obstructions or the belts slipping?
- Is personal protective equipment provided, used and maintained wherever required?
- Are there written standard operating procedures for the selection and use of

respirators where needed?

- Are restrooms and washrooms kept clean and sanitary?
- Is all water provided for drinking, washing, and cooking potable?
- Are all outlets for water not suitable for drinking clearly identified?
- Are employees' physical capacities assessed before being assigned to jobs requiring heavy work?
- Are employees instructed in the proper manner of lifting heavy objects?
- Where heat is a problem, have all fixed work areas been provided with spot cooling or air conditioning?
- Are employees screened before assignment to areas of high heat to determine if their health condition might make them more susceptible to having an adverse reaction?
- Are employees working on streets and roadways where they are exposed to the hazards of traffic, required to wear bright colored (traffic orange) warning vests?
- Are exhaust stacks and air intakes located so that contaminated air will not be recirculated within a building or other enclosed area?
- Is equipment producing ultra-violet radiation properly shielded?

FLAMMABLE & COMBUSTIBLE MATERIALS

- Are combustible scrap, debris and waste materials (i.e. oily rags) stored in covered metal receptacles and removed from the worksite promptly?
- Is proper storage practiced to minimize the risk of fire including spontaneous combustion?
- Are approved containers and tanks used for the storage and handling of flammable and combustible liquids?
- Are all connections on drums and combustible liquid piping, vapor and liquid tight?
- Are all flammable liquids kept in closed containers when not in use (e.g. parts cleaning tanks, pans)?
- Are bulk drums of flammable liquids grounded and bonded to containers during dispensing?

- Do storage rooms for flammable and combustible liquids have explosion-proof lights?
- Do storage rooms for flammable and combustible liquids have mechanical or gravity ventilation?
- Is liquefied petroleum gas stored, handled, and used in accordance with safe practices and standards?
- Are liquefied petroleum storage tanks guarded to prevent damage from vehicles?
- Are all solvent wastes and flammable liquids kept in fire-resistant covered containers until they are removed from the worksite?
- Is vacuuming used whenever possible rather than blowing or sweeping combustible dust?
- Are fire separators placed between containers of combustibles or flammables, when stacked one upon another, to assure their support and stability?
- Are fuel gas cylinders and oxygen cylinders separated by distance, fire resistant barriers or other means while in storage?
- Are fire extinguishers selected and provided for the types of materials in areas where they are to be used?
- Class A: Ordinary combustible material fires.
- Class B: Flammable liquid, gas or grease fires.
- Class C: Energized-electrical equipment fires.
- If a Halon 1301 fire extinguisher is used, can employees evacuate within the specified time for that extinguisher?
- Are appropriate fire extinguishers mounted within 75 feet of outside areas containing flammable liquids, and within 10 feet of any inside storage area for such materials?
- Is the transfer/withdrawal of flammable or combustible liquids performed by trained personnel?
- Are fire extinguishers mounted so that employees do not have to travel more than 75 feet for a class "A" fire or 50 feet for a class "B" fire?
- Are employees trained in the use of fire extinguishers?
- Are extinguishers free from obstructions or blockage?

- Are all extinguishers serviced, maintained and tagged at intervals not to exceed one year?
- Are all extinguishers fully charged and in their designated places?
- Is a record maintained of required monthly checks of extinguishers?
- Where sprinkler systems are permanently installed, are the nozzle heads directed or arranged so that water will not be sprayed into operating electrical switchboards and equipment?
- Are "NO SMOKING" signs posted where appropriate in areas where flammable or combustible materials are used or stored?
- Are "NO SMOKING" signs posted on liquefied petroleum gas tanks?
- Are "NO SMOKING" rules enforced in areas involving storage and use of flammable materials?
- Are safety cans used for dispensing flammable or combustible liquids at a point of use?
- Are all spills of flammable or combustible liquids cleaned up promptly?
- Are storage tanks adequately vented to prevent the development of excessive vacuum or pressure as a result of filling, emptying, or atmosphere temperature changes?
- Are storage tanks equipped with emergency venting that will relieve excessive internal pressure caused by fire exposure?
- Are spare portable or butane tanks, which are used by industrial trucks stored in accord with regulations?

FIRE PROTECTION

- Do you have a fire prevention plan?
- Does your plan describe the type of fire protection equipment and/or systems?
- Have you established practices and procedures to control potential fire hazards and ignition sources?
- Are employees aware of the fire hazards of the material and processes to which they are exposed?
- Is your local fire department well acquainted with your facilities, location and

specific hazards?

- If you have a fire alarm system, is it tested at least annually?
- If you have a fire alarm system, is it certified as required?
- If you have interior standpipes and valves, are they inspected regularly?
- If you have outside private fire hydrants, are they flushed at least once a year and on a routine preventive maintenance schedule?
- Are fire doors and shutters in good operating condition?
- Are fire doors and shutters unobstructed and protected against obstructions, including their counterweights?
- Are fire door and shutter fusible links in place?
- Are automatic sprinkler system water control valves, air and water pressures checked weekly/periodically as required?
- Is maintenance of the automatic sprinkler system assigned to responsible persons or to a sprinkler contractor?
- Are sprinkler heads protected by metal guards, when exposed to physical damage?
- Is proper clearance maintained below sprinkler heads?
- Are portable fire extinguishers provided in adequate numbers and types?
- Are fire extinguishers mounted in readily accessible locations?
- Are fire extinguishers recharged regularly and noted on the inspection tag?
- Are employees periodically instructed in the use of extinguishers and fire protection procedures?

EMERGENCY ACTION PLAN

- Are you required to have an emergency action plan?
- Does the emergency action plan comply with requirements of T8CCR 3220(a)?
- Have emergency escape procedures and routes been developed and communicated to all employers?
- Do employees, who remain to operate critical plant operations before they evacuate, know the proper procedures?
- Is the employee alarm system that provides a warning for emergency action recognizable and perceptible above ambient conditions?

- Are alarm systems properly maintained and tested regularly?
- Is the emergency action plan reviewed and revised periodically?
- Do employees know their responsibilities:
    - For reporting emergencies?
    - For conducting rescue and medical duties?

INFECTION CONTROL

- Are employees potentially exposed to infectious agents in body fluids?
- Have occasions of potential occupational exposure been identified and documented?
- Has a training and information program been provided for employees exposed to or potentially exposed to blood and/or body fluids?
- Have infection control procedures been instituted where appropriate, such as ventilation, universal precautions, workplace practices, and personal protective equipment?
- Are employees aware of specific workplace practices to follow when appropriate? (Hand washing, handling sharp instruments, handling of laundry, disposal of contaminated materials, reusable equipment.)
- Is personal protective equipment provided to employees, and in all appropriate locations?
- Is the necessary equipment (i.e. mouthpieces, resuscitation bags, and other ventilation devices) provided for administering mouth-to-mouth resuscitation on potentially infected patients?
- Are facilities/equipment to comply with workplace practices available, such as hand-washing sinks, biohazard tags and labels, needle containers, detergents/disinfectants to clean up spills?
- Are all equipment and environmental and working surfaces cleaned and disinfected after contact with blood or potentially infectious materials?
- Is infectious waste placed in closable, leak proof containers, bags or puncture-resistant holders with proper labels?
- Has medical surveillance including HBV evaluation, antibody testing and

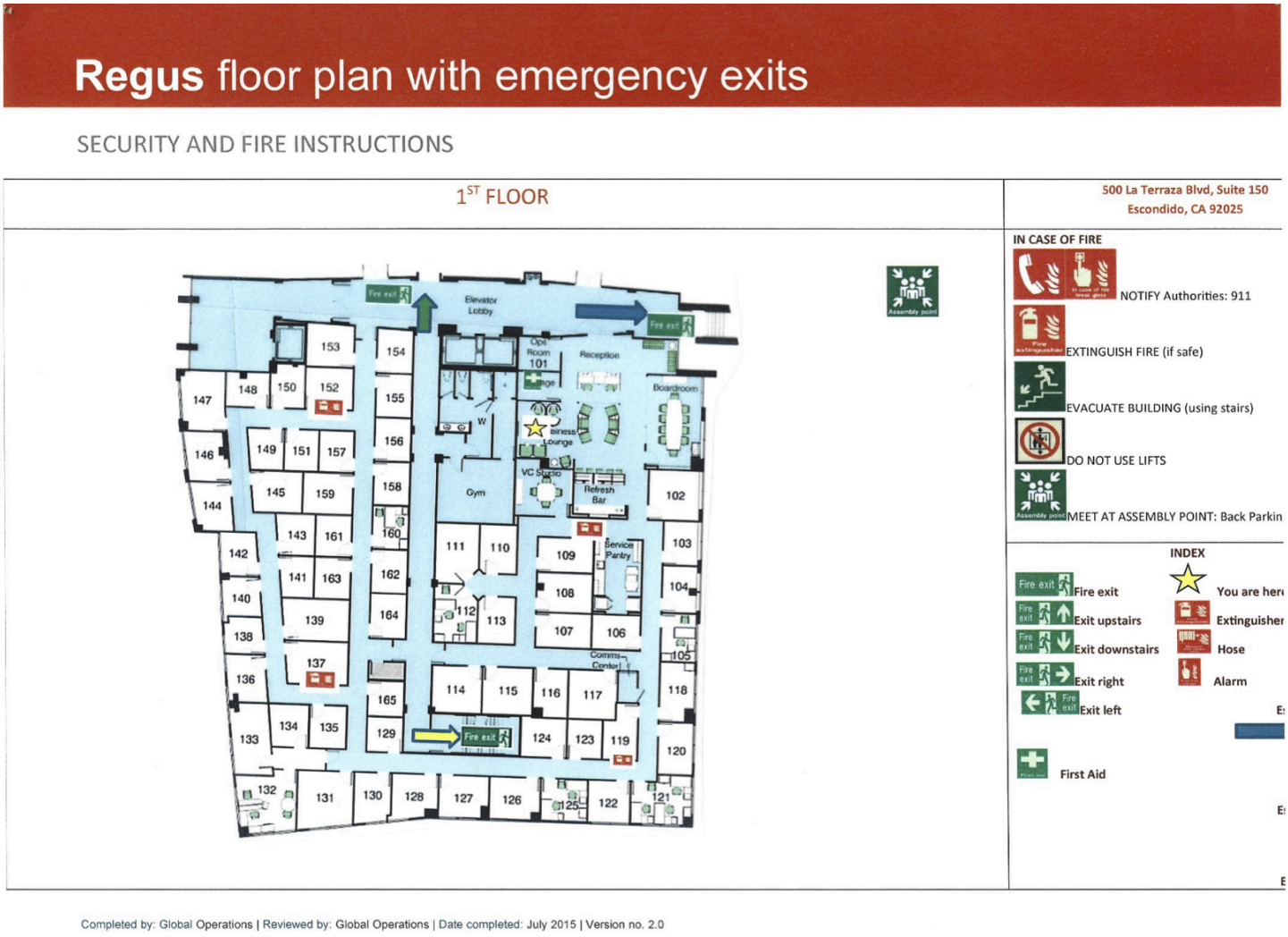
vaccination been made available to potentially exposed employees?

- Training on universal precautions?
- Training on personal protective equipment?
- Has medical surveillance including HBV evaluation, antibody testing and vaccination been made available to potentially exposed employees?
- Training on universal precautions?
- Training on personal protective equipment?
- Has medical surveillance including HBV evaluation, antibody testing and vaccination been made available to potentially exposed employees?
- Training on universal precautions?
- Training on personal protective equipment?
- Training on needlestick exposure/management?
- Hepatitis B vaccinations?

ERGONOMICS

- Can the work be performed without eye strain or glare to the employees?
- Does the task require prolonged raising of the arms?
- Do the neck and shoulders have to be stooped to view the task?
- Are there pressure points on any parts of the body (wrists, forearms, back of thighs)?
- Can the work be done using the larger muscles of the body?
- Can the work be done without twisting or overly bending the lower back?
- Are there sufficient rest breaks, in addition to the regular rest breaks, to relieve stress from repetitive-motion tasks?
- Are tools, instruments and machinery shaped, positioned and handled so that tasks can be performed comfortably?
- Are all pieces of furniture adjusted, positioned and arranged to minimize strain on all parts of the body?

APPENDIX E: SCHOOL OFFICE EVACUATION MAP



APPENDIX F: EARTHQUAKE DROP PROCEDURES



HOW TO STAY SAFE
WHEN AN EARTHQUAKE THREATENS

Prepare NOW

Secure items such as televisions and objects that hang on walls. Store heavy and breakable objects on low shelves.

Practice Drop, Cover, and Hold On with family and coworkers. Drop to your hands and knees. Cover your head and neck with your arms. Crawl only as far as needed to reach cover from falling materials. Hold on to any sturdy furniture until the shaking stops.

Create a family emergency communication plan that has an out-of-state contact. Plan where to meet if you get separated.

Make a supply kit that includes enough food and water for at least three days, a flashlight, a fire extinguisher, and a whistle. Consider each person's specific needs, including medication. Do not forget the needs of pets. Have extra batteries and charging devices for phones and other critical equipment.

Consider earthquake insurance policies. Standard homeowner's insurance does not cover earthquake damage.

Consider a retrofit of your building if it has structural issues that make it vulnerable to collapse during an earthquake.

Survive DURING

Drop, Cover, and Hold On like you practiced. Drop to your hands and knees. Cover your head and neck with your arms. Hold on to any sturdy furniture until the shaking stops. Crawl only if you can reach better cover without going through an area with more debris.

If in bed, stay there and cover your head and neck with a pillow.

If inside, stay there until the shaking stops. DO NOT run outside.

If in a vehicle, stop in a clear area that is away from buildings, trees, overpasses, underpasses, or utility wires.

If you are in a high-rise building, expect fire alarms and sprinklers to go off. Do not use elevators.

If near slopes, cliffs, or mountains, be alert for falling rocks and landslides.

Be Safe AFTER

Expect aftershocks to follow the largest shock of an earthquake sequence.

Check yourself for injury.

If in a damaged building, go outside and quickly move away from the building.

Do not enter damaged buildings.

If you are trapped, send a text or bang on a pipe or wall. Cover your mouth for protection and instead of shouting, use a whistle.

If you are in an area that may experience tsunamis, go inland or to higher ground immediately after the shaking stops.

Save phone calls for emergencies.

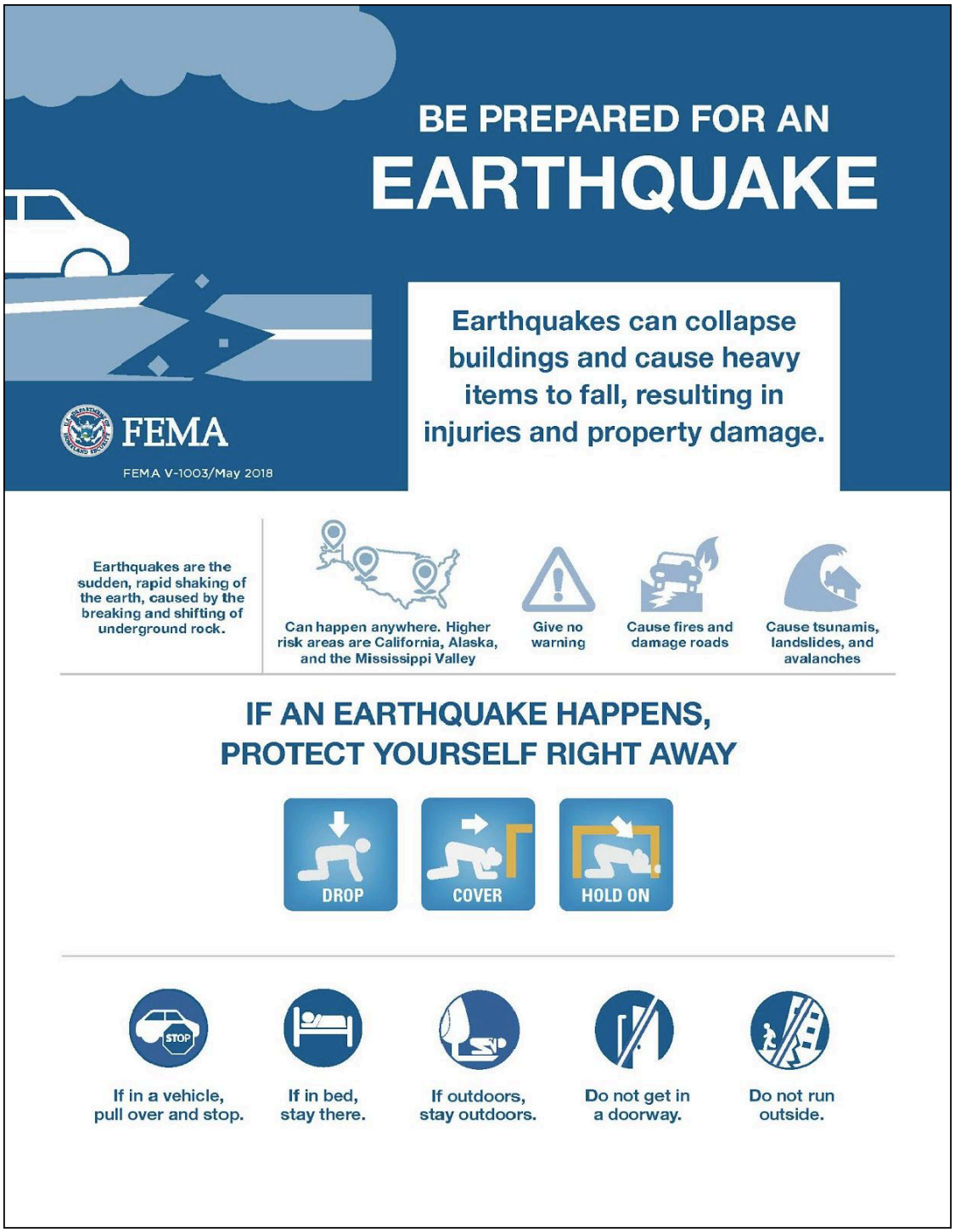
Wear sturdy shoes and work gloves.

Take an Active Role in Your Safety

Go to **Ready.gov** and search for **earthquake**. Download the **FEMA app** to get more information about preparing for an **earthquake**.

FEMA

FEMA V-1003
Catalog No. 17233-4


BE PREPARED FOR AN
EARTHQUAKE
Earthquakes can collapse buildings and cause heavy items to fall, resulting in injuries and property damage.
FEMA
FEMA V-1003/May 2018
Earthquakes are the sudden, rapid shaking of the earth, caused by the breaking and shifting of underground rock.
Can happen anywhere. Higher risk areas are California, Alaska, and the Mississippi Valley
Give no warning
Cause fires and damage roads
Cause tsunamis, landslides, and avalanches
IF AN EARTHQUAKE HAPPENS, PROTECT YOURSELF RIGHT AWAY
DROP
COVER
HOLD ON
STOP
If in a vehicle, pull over and stop.
If in bed, stay there.
If outdoors, stay outdoors.
Do not get in a doorway.
Do not run outside.

APPENDIX G: Bomb Threat

Department of Homeland Security

https://www.cisa.gov/resources-tools/resources/what-do-bomb-threat-video

Bomb Threat Guidance

https://www.cisa.gov/sites/default/files/2025-08/Bomb_Threat_Guidance_Quad_Fold_082025_508.pdf

Bomb Threat Checklist

https://www.cisa.gov/sites/default/files/2025-08/Bomb_Threat_Guide_082025_508.pdf

zoom

Account Number: 7000318574
Order Form Number: Q3905509
Valid Until: 05/15/2026

Zoom Communications, Inc. ('Zoom')
55 Almaden Blvd, 6th Floor
San Jose, CA

Billed To	Sold To
Customer: MY Academy **Account Legal Name:** MY Academy Charter School **Contact Name:** Gigi Lenz **Address:** 500 LA TERRAZA BLVD 150 Escondido,California 92025, United States **Email Address:** jalgallar@myacademy.org **Phone:** 6193432048	**Customer:** MY Academy **Account Legal Name:** MY Academy Charter School **Contact Name:** Gigi Lenz **Address:** 500 LA TERRAZA BLVD 150 Escondido,California 92025, United States **Email Address:** jalgallar@myacademy.org **Phone:** 6193432048
Auto Renew: Yes **Initial Paid Subscription Term:** 12 Months **Renewal Subscription Term:** 12 Months **Paid Period Start Date:** 04/15/2026	**Billing Method:** Email **Currency:** USD **Payment Term:** Net 30

This Zoom Order Form and any other Order Forms that reference this Order Form are governed by the Zoom Terms of Service found at https://explore.zoom.us/en/terms/ (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern).

SERVICE	BILLING PERIOD	QUANTITY	PRICE	TOTAL
Zoom Workplace for Education School and Campus Plus US/Canada Annual	Annual	50	USD 180.00	USD 9,000.00
Zoom Phone Pay As You Go	Month	1	USD 0.00	USD 0.00
Zoom Phone Monthly Usage - overage fee	Month	NA	USD 1.0000	NA

(Before Taxes) Annual Payment:	USD 9,000.00

Payment Schedule Summary (Before Taxes)

First Payment: USD 9,000.00
Annual Recurring Payment: USD 9,000.00 (At the beginning of the Second Year)

Other Terms & Notes

Zoom One is rebranding to Zoom Workplace! This new name does not impact your services.

Special Notes:

Other:
Named Host - means any licensed host who may host an unlimited number of meetings, one meeting at a time, during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a license) will not exceed 300 per meeting. Named Host license may not be shared or used by anyone other than the individual to whom the Named Host license is assigned.
Zoom Workplace For Education School and Campus Plus: Zoom Workplace For Education School and Campus Plus Named Host Plan includes 300 Meeting capacity, 10 GB Cloud Recording Storage for Meetings, Zoom Phone Pro, unlimited Regional Calling, Zoom Scheduler, unlimited Whiteboard, Workspace Reservation, Visitor Management, Zoom Docs, Zoom Tasks, Zoom Hub, Custom Avatars and Translated Captions.

Country or region availability for Zoom Phone is listed on Zoom's website and is subject to change (see https://explore.zoom.us/docs/en-us/zoomphone/global-coverage.html).
Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly there after for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term. All invoices for the subscription Services listed herein will be provided to the Customer via the billing email address associated with the corresponding Zoom Account.

All prices shown for Zoom services are exclusive of taxes and fees. The terms 'taxes' and 'fees' include but are not limited to: US state and local taxes, VAT, GST, HST, JCT, any other consumption based taxes, Digital Service Taxes, Universal Service Fund, or other telecom regulatory fees and Withholding Taxes that may apply upon making payments to Zoom. Any taxes that apply will be based on the prevailing rates in place at the time of invoicing.

If you are exempt from any of these taxes or fees, please submit your exemption documentation online through the Billing Management section of your account. The document will be reviewed and if approved, will exempt you from all applicable taxes.

Regulatory telecommunications fees, such as USF or any similar foreign fee, will apply to Zoom Phone services and details of taxes and fees will be included in issued invoices.

Professional Services, if purchased, will be presented in a separate Order Form.

Zoom Phone Rates

Zoom Phone Table Format: Country | Landline Rate | Mobile Rate | Special Rate | Enabled Status

Y means Zoom Phone for country is Enabled upon provisioning

N means Zoom Phone for country is Not Enabled upon provisioning

Note: All rates shown are per call, per minute. Calls are billed in 60 second intervals.

Toll-Free Country | Landline Rate | Mobile Rate | Special Rate | Enabled Status	Callout Country | Landline Rate | Mobile Rate | Special Rate | Enabled Status
	ANTIGUA AND BARBUDA | 1.0218 $ | 1.0486 $ | 0 $ | Y ARGENTINA | 0.1156 $ | 0.5623 $ | 0 $ | Y AUSTRIA | 0.0501 $ | 0.2300 $ | 1.0235 $ | Y BULGARIA | 0.1186 $ | 0.8406 $ | 0 $ | Y BOLIVIA (PLURINATIONAL STATE OF) | 0.5155 $ | 0.8003 $ | 0 $ | Y BONAIRE, SINT EUSTATIUS AND SABA | 0.7028 $ | 0.7028 $ | 0 $ | Y BOTSWANA | 0.4360 $ | 0.9398 $ | 0 $ | Y COCOS (KEELING) ISLANDS | 0.4552 $ | 0 $ | 0 $ | Y CONGO | 1.4000 $ | 1.4000 $ | 1.4000 $ | Y SWITZERLAND | 0.3694 $ | 0.7011 $ | 1.0331 $ | Y CUBA | 3.0799 $ | 5.6543 $ | 0 $ | Y CURAÇAO | 0.2813 $ | 0.7028 $ | 0 $ | Y CHRISTMAS ISLAND | 0.4552 $ | 0 $ | 0 $ | Y CYPRUS | 0.0953 $ | 0.2861 $ | 0 $ | Y GERMANY | 0.0353 $ | 0.1434 $ | 0.7211 $ | Y DOMINICAN REPUBLIC | 0.1716 $ | 0.3824 $ | 0 $ | Y ALGERIA | 0.3773 $ | 2.1167 $ | 0 $ | Y

ECUADOR | 0.5392 $ | 0.7572 $ | 0 $ | Y
WESTERN SAHARA | 0.5182 $ | 0 $ | 0 $ | Y
SPAIN | 0.0381 $ | 0.1832 $ | 0.6374 $ | Y
FINLAND | 0.8584 $ | 0.8640 $ | 0 $ | Y
GRENADA | 1.0196 $ | 1.2758 $ | 0 $ | Y
GREECE | 0.0911 $ | 0.3357 $ | 0 $ | Y
HONG KONG SAR | 0.0863 $ | 0.1333 $ | 0 $ | Y
INDONESIA | 0.1486 $ | 0.2407 $ | 0 $ | Y
ISRAEL | 0.0639 $ | 0.1161 $ | 0 $ | Y
INDIA | 0.0915 $ | 0.0837 $ | 0 $ | Y
IRAN | 1.2762 $ | 1.3672 $ | 0 $ | Y
JORDAN | 0.6552 $ | 0.8567 $ | 0 $ | Y
KENYA | 0.9342 $ | 0.7235 $ | 0 $ | Y
CAYMAN ISLANDS | 0.7259 $ | 0.4934 $ | 0 $ | Y
KAZAKHSTAN | 0.3587 $ | 0.6853 $ | 0 $ | Y
SAINT LUCIA | 0.9581 $ | 0.5276 $ | 0 $ | Y
MALAYSIA | 0.1001 $ | 0.0918 $ | 0 $ | Y
NETHERLANDS | 0.0913 $ | 0.4453 $ | 1.3658 $ | Y
NEW ZEALAND | 0.0567 $ | 0.2556 $ | 0 $ | Y
OMAN | 0.5335 $ | 1.1352 $ | 0 $ | Y
PANAMA | 0.0485 $ | 0.9940 $ | 0 $ | Y
PHILIPPINES | 0.5808 $ | 0.7074 $ | 0 $ | Y
POLAND | 0.1370 $ | 0.3728 $ | 0 $ | Y
PORTUGAL | 0.0260 $ | 0.1545 $ | 0.6336 $ | Y
RÉUNION | 0.3569 $ | 0.6072 $ | 0 $ | Y
ROMANIA | 0.0812 $ | 0.2815 $ | 0 $ | Y
RUSSIAN FEDERATION | 0.1054 $ | 0.8892 $ | 0 $ | Y
SATELLITE - AEROMOBILE | 0 $ | 44.8179 $ | 0 $ | Y
SUDAN | 1.4455 $ | 1.4742 $ | 0 $ | Y
SATELLITE - EMSAT | 0 $ | 21.0161 $ | 0 $ | Y
SINGAPORE | 0.0329 $ | 0.0335 $ | 0 $ | Y
SLOVENIA | 0.1855 $ | 1.1228 $ | 0 $ | Y
SATELLITE - INMARSAT-AERO | 0 $ | 29.5946 $ | 0 $ | Y
SATELLITE - INMARSAT-BGAN-HSD | 0 $ | 38.1728 $ | 0 $ | Y
SATELLITE - INMARSAT-B-HSD | 0 $ | 48.2519 $ | 0 $ | Y
SATELLITE - INMARSAT-M4-HSD | 0 $ | 43.9628 $ | 0 $ | Y
SATELLITE - INMARSAT-MINI M | 0 $ | 31.7388 $ | 0 $ | Y
SATELLITE - INMARSAT-B | 0 $ | 37.3146 $ | 0 $ | Y
SATELLITE - INMARSAT-M | 0 $ | 11.3661 $ | 0 $ | Y
SATELLITE - INMARSAT-BGAN | 0 $ | 29.5946 $ | 0 $ | Y
SATELLITE - MCP | 0 $ | 12.2242 $ | 0 $ | Y
SATELLITE - GLOBALSTAR | 0 $ | 16.0838 $ | 0 $ | Y
SATELLITE - IRIDIUM | 0 $ | 31.7388 $ | 0 $ | Y
SATELLITE - INMARSAT | 0 $ | 36.0284 $ | 0 $ | Y
SATELLITE - THURAYA | 0 $ | 28.7368 $ | 0 $ | Y
UKRAINE | 0.5868 $ | 1.0755 $ | 0 $ | Y
URUGUAY | 0.2285 $ | 0.8432 $ | 0 $ | Y
HOLY SEE (VATICAN CITY) | 0.0082 $ | 0 $ | 0 $ | Y
VENEZUELA (BOLIVARIAN REPUBLIC OF) | 0.0518 $ | 0.2809 $ | 0 $ | Y
VIRGIN ISLANDS (U.S.) | 0.9646 $ | 1.5308 $ | 0 $ | Y
ASCENSION ISLAND | 1.8943 $ | 1.0650 $ | 3.2044 $ | Y
ANDORRA | 0.1589 $ | 0.3480 $ | 0.7050 $ | Y
UNITED ARAB EMIRATES | 0.6535 $ | 0.6535 $ | 0 $ | Y
AFGHANISTAN | 0.3124 $ | 0.3766 $ | 0 $ | Y
ANGUILLA | 1.0442 $ | 1.0442 $ | 0 $ | Y
ALBANIA | 0.2534 $ | 0.7026 $ | 1.2132 $ | Y
ARMENIA | 0.3098 $ | 0.3455 $ | 0.5100 $ | Y
NETHERLANDS ANTILLES | 0.1956 $ | 0.1500 $ | 0.5001 $ | Y
ANGOLA | 0.6882 $ | 0.5871 $ | 0 $ | Y
AMERICAN SAMOA | 0.3267 $ | 0.3267 $ | 0 $ | Y
AUSTRALIA | 0.0443 $ | 0.1820 $ | 0 $ | Y
ARUBA | 0.1557 $ | 0.3294 $ | 0.9750 $ | Y
AZERBAIJAN | 0.4340 $ | 0.5256 $ | 0.6301 $ | Y

BOSNIA AND HERZEGOVINA | 0.6177 $ | 1.3130 $ | 0 $ | Y
BARBADOS | 0.9720 $ | 1.0238 $ | 0 $ | Y
BANGLADESH | 0.1703 $ | 0.1697 $ | 0 $ | Y
BELGIUM | 0.3080 $ | 0.5272 $ | 1.3329 $ | Y
BURKINA FASO | 0.5944 $ | 0.6532 $ | 0 $ | Y
BAHRAIN | 0.4356 $ | 0.5154 $ | 0 $ | Y
BURUNDI | 0.7880 $ | 0.8907 $ | 1.1390 $ | Y
BENIN | 0.6020 $ | 0.5223 $ | 0 $ | Y
BERMUDA | 0.3216 $ | 0.3216 $ | 0 $ | Y
BRUNEI DARUSSALAM | 0.1424 $ | 0.0558 $ | 0.5100 $ | Y
BRAZIL | 0.0524 $ | 0.2582 $ | 0 $ | Y
BAHAMAS | 0.6278 $ | 0.6278 $ | 0 $ | Y
BHUTAN | 0.1257 $ | 0.1025 $ | 0.5100 $ | Y
BELARUS | 0.6629 $ | 0.6641 $ | 1.6666 $ | Y
BELIZE | 1.5330 $ | 1.5330 $ | 0 $ | Y
CANADA | 0.0355 $ | 0.0355 $ | 0 $ | Y
CONGO, DEMOCRATIC REPUBLIC OF THE | 0.8670 $ | 0.7109 $ | 3.3357 $ | Y
CENTRAL AFRICAN REPUBLIC | 1.0972 $ | 0.8121 $ | 0 $ | Y
COTE D'IVOIRE | 0.6700 $ | 0.7129 $ | 2.2679 $ | Y
COOK ISLANDS | 1.5994 $ | 1.3205 $ | 0 $ | Y
CHILE | 0.1132 $ | 0.5309 $ | 0 $ | Y
CAMEROON | 0.4107 $ | 0.5179 $ | 3.1224 $ | Y
CHINA | 0.0395 $ | 0.0395 $ | 0 $ | Y
COLOMBIA | 0.1170 $ | 0.1003 $ | 0 $ | Y
COSTA RICA | 0.1231 $ | 0.3139 $ | 0 $ | Y
CABO VERDE | 0.5317 $ | 0.3612 $ | 1.0650 $ | Y
CZECHIA | 0.1130 $ | 0.2348 $ | 0 $ | Y
DIEGO GARCIA | 0.4350 $ | 0.4350 $ | 0.5100 $ | Y
DJIBOUTI | 0.7215 $ | 0.5718 $ | 1.0650 $ | Y
DENMARK | 0.0327 $ | 0.1404 $ | 0.5737 $ | Y
DOMINICA | 1.0227 $ | 0.7727 $ | 0 $ | Y
ESTONIA | 2.1381 $ | 2.0891 $ | 0 $ | Y
EGYPT | 0.4326 $ | 0.6226 $ | 0 $ | Y
ERITREA | 0.7029 $ | 0.4078 $ | 1.0650 $ | Y
ETHIOPIA | 0.4027 $ | 0.3803 $ | 1.0200 $ | Y
FIJI | 1.5038 $ | 0.7631 $ | 0 $ | Y
FALKLAND ISLANDS (MALVINAS) | 1.9702 $ | 1.9702 $ | 0 $ | Y
MICRONESIA (FEDERATED STATES OF) | 0.8686 $ | 0.8308 $ | 0 $ | Y
FAROE ISLANDS | 0.1524 $ | 0.0288 $ | 0.9150 $ | Y
FRANCE | 0.0329 $ | 0.1260 $ | 0.8651 $ | Y
GABON | 0.6246 $ | 0.6921 $ | 0 $ | Y
UNITED KINGDOM | 0.0233 $ | 0.0682 $ | 0 $ | Y
GEORGIA | 0.8426 $ | 1.1833 $ | 0 $ | Y
FRENCH GUIANA | 0.2043 $ | 0.1204 $ | 0.2666 $ | Y
GUERNSEY | 0.0233 $ | 0.0682 $ | 0 $ | Y
GHANA | 1.1366 $ | 1.1366 $ | 0 $ | Y
GIBRALTAR | 0.2334 $ | 0.9396 $ | 0 $ | Y
GREENLAND | 1.1250 $ | 0.3228 $ | 0 $ | Y
GAMBIA | 0.6642 $ | 0.8010 $ | 0 $ | Y
GUINEA | 1.1618 $ | 0.9137 $ | 1.6155 $ | Y
GUADELOUPE,SAINT-MARTIN (FRENCH) AND SAINT BARTHÉLEMY | 0.0265 $ | 0.1017 $ | 0.8025 $ | Y
EQUATORIAL GUINEA | 2.7398 $ | 2.7398 $ | 0 $ | Y
GUATEMALA | 0.6250 $ | 0.7812 $ | 0 $ | Y
GUAM | 0.0409 $ | 0.0409 $ | 0 $ | Y
GUINEA-BISSAU | 0.8951 $ | 0.9941 $ | 0 $ | Y
GUYANA | 0.3330 $ | 0.3282 $ | 0.4940 $ | Y
HONDURAS | 0.1846 $ | 0.2305 $ | 0.4249 $ | Y
CROATIA | 0.4580 $ | 1.2510 $ | 0 $ | Y
HAITI | 0.3532 $ | 0.4437 $ | 1.3823 $ | Y
HUNGARY | 0.1209 $ | 0.2156 $ | 0 $ | Y
IRELAND | 0.0256 $ | 0.1784 $ | 0 $ | Y
ISLE OF MAN | 0.0233 $ | 0.0682 $ | 0 $ | Y

IRAQ | 0.2409 $ | 0.2955 $ | 0.7962 $ | Y
ICELAND | 0.2305 $ | 0.1054 $ | 0 $ | Y
ITALY | 0.0338 $ | 0.2172 $ | 0.5736 $ | Y
JERSEY | 0.0233 $ | 0.0682 $ | 0 $ | Y
JAMAICA | 1.0442 $ | 1.0442 $ | 0 $ | Y
JAPAN | 0.0601 $ | 0.1370 $ | 0 $ | Y
KYRGYZSTAN | 0.2141 $ | 0.3367 $ | 1.0750 $ | Y
CAMBODIA | 0.3497 $ | 0.3497 $ | 0 $ | Y
KIRIBATI | 1.9284 $ | 2.1749 $ | 0 $ | Y
COMOROS | 0.6617 $ | 0.7148 $ | 0 $ | Y
SAINT KITTS AND NEVIS | 0.9292 $ | 0.9292 $ | 0 $ | Y
KOREA, REPUBLIC OF | 0.1029 $ | 0.1029 $ | 0 $ | Y
KUWAIT | 0.3625 $ | 0.3625 $ | 0 $ | Y
LAO PEOPLE'S DEMOCRATIC REPUBLIC | 0.2884 $ | 0.1503 $ | 0.5100 $ | Y
LEBANON | 0.1964 $ | 0.2401 $ | 0.3433 $ | Y
LIECHTENSTEIN | 0.4236 $ | 0.2130 $ | 1.0276 $ | Y
SRI LANKA | 0.6953 $ | 0.6953 $ | 0 $ | Y
LIBERIA | 0.7744 $ | 0.7668 $ | 1.4157 $ | Y
LESOTHO | 0.7845 $ | 1.1530 $ | 3.5865 $ | Y
LITHUANIA | 1.8394 $ | 1.4790 $ | 0 $ | Y
LUXEMBOURG | 0.3562 $ | 0.3832 $ | 0 $ | Y
LATVIA | 2.1202 $ | 2.4842 $ | 0 $ | Y
LIBYA | 0.6169 $ | 0.4497 $ | 1.0650 $ | Y
MOROCCO | 0.5183 $ | 2.1320 $ | 0 $ | Y
MONACO | 0.8023 $ | 2.1247 $ | 0 $ | Y
MOLDOVA, REPUBLIC OF | 0.4672 $ | 0.4992 $ | 1.0698 $ | Y
MONTENEGRO | 0.3536 $ | 0.8558 $ | 0.8513 $ | Y
MADAGASCAR | 1.0043 $ | 1.0901 $ | 1.5120 $ | Y
MARSHALL ISLANDS | 0.4046 $ | 0.4046 $ | 1.0650 $ | Y
NORTH MACEDONIA | 0.6601 $ | 1.5052 $ | 0 $ | Y
MALI | 0.5561 $ | 0.6258 $ | 1.0650 $ | Y
MYANMAR | 0.2574 $ | 0.3550 $ | 0 $ | Y
MONGOLIA | 0.0699 $ | 0.0500 $ | 0.2615 $ | Y
MACAU SAR | 0.4726 $ | 0.4726 $ | 0 $ | Y
NORTHERN MARIANA ISLANDS | 0.0343 $ | 0.0343 $ | 0 $ | Y
MARTINIQUE | 0.0465 $ | 0.1033 $ | 0.6329 $ | Y
MAURITANIA | 0.8688 $ | 1.0065 $ | 1.2753 $ | Y
MONTSERRAT | 1.2006 $ | 1.2006 $ | 0 $ | Y
MALTA | 0.3331 $ | 0.6612 $ | 0 $ | Y
MAURITIUS | 0.7170 $ | 0.6363 $ | 0 $ | Y
MALDIVES | 5.7020 $ | 5.7020 $ | 0 $ | Y
MALAWI | 0.7964 $ | 0.6770 $ | 1.0650 $ | Y
MEXICO | 0.0501 $ | 0.1711 $ | 0 $ | Y
MOZAMBIQUE | 0.2722 $ | 0.4588 $ | 1.1937 $ | Y
NAMIBIA | 0.2139 $ | 0.1839 $ | 0.7650 $ | Y
NEW CALEDONIA | 0.9750 $ | 0.4491 $ | 1.0650 $ | Y
NIGER | 0.7102 $ | 0.5895 $ | 2.4956 $ | Y
NORFOLK ISLAND | 2.1209 $ | 1.0650 $ | 0 $ | Y
NIGERIA | 0.6428 $ | 0.6428 $ | 0 $ | Y
NICARAGUA | 0.1902 $ | 0.3507 $ | 0.5568 $ | Y
NORWAY | 0.0338 $ | 0.1522 $ | 0 $ | Y
NEPAL | 0.5329 $ | 0.5329 $ | 0 $ | Y
NAURU | 1.8562 $ | 2.0260 $ | 0 $ | Y
NIUE | 1.7966 $ | 1.3181 $ | 0 $ | Y
PERU | 0.0487 $ | 0.1476 $ | 0 $ | Y
FRENCH POLYNESIA | 0.4110 $ | 0.5337 $ | 2.2146 $ | Y
PAPUA NEW GUINEA | 0.9428 $ | 1.3329 $ | 0 $ | Y
PAKISTAN | 0.5737 $ | 0.5737 $ | 0 $ | Y
SAINT PIERRE AND MIQUELON | 0.5816 $ | 0.5816 $ | 1.1250 $ | Y
PUERTO RICO | 0.0242 $ | 0.0242 $ | 0 $ | Y
PALESTINE, STATE OF | 0.2667 $ | 0.3118 $ | 0 $ | Y
PALAU | 0.4532 $ | 0.4417 $ | 0 $ | Y
PARAGUAY | 0.1531 $ | 0.2971 $ | 0 $ | Y

	QATAR | 0.8432 $ | 0.8784 $ | 0 $ | Y SERBIA | 0.2929 $ | 0.4437 $ | 0.7008 $ | Y RWANDA | 1.1030 $ | 1.2498 $ | 0 $ | Y SAUDI ARABIA | 0.3749 $ | 0.5608 $ | 0 $ | Y SOLOMON ISLANDS | 0.9750 $ | 1.9255 $ | 0 $ | Y SEYCHELLES | 1.1088 $ | 1.0784 $ | 2.0642 $ | Y SWEDEN | 0.0234 $ | 0.0956 $ | 0.6136 $ | Y SAINT HELENA, ASCENSION AND TRISTAN DA CUNHA | 2.4267 $ | 2.3385 $ | 0 $ | Y SVALBARD AND JAN MAYEN | 0.0338 $ | 0.1522 $ | 0 $ | Y SLOVAKIA | 0.0701 $ | 0.4768 $ | 0 $ | Y SIERRA LEONE | 0.8439 $ | 0.7772 $ | 0.9874 $ | Y SAN MARINO | 0.8929 $ | 0.3148 $ | 0 $ | Y SENEGAL | 0.7273 $ | 0.8951 $ | 1.5893 $ | Y SOMALIA | 0.7888 $ | 0.7763 $ | 1.0729 $ | Y SURINAME | 0.1996 $ | 0.4533 $ | 0.8502 $ | Y SOUTH SUDAN | 0.6542 $ | 0.7173 $ | 0 $ | Y SAO TOME AND PRINCIPE | 1.5976 $ | 1.5740 $ | 0 $ | Y EL SALVADOR | 0.8294 $ | 0.6228 $ | 0 $ | Y SINT MAARTEN (DUTCH PART) | 0.4137 $ | 0.4678 $ | 0 $ | Y ESWATINI | 0.2293 $ | 0.2666 $ | 0.4107 $ | Y TURKS AND CAICOS ISLANDS | 1.4110 $ | 1.6546 $ | 0 $ | Y CHAD | 0.8300 $ | 0.8565 $ | 1.0957 $ | Y FRENCH SOUTHERN TERRITORIES | 0.0230 $ | 0.1601 $ | 0 $ | Y TOGO | 0.5079 $ | 0.4711 $ | 0 $ | Y THAILAND | 0.1271 $ | 0.1271 $ | 0 $ | Y TAJIKISTAN | 0.2603 $ | 0.2817 $ | 2.2887 $ | Y TOKELAU | 0.9750 $ | 2.4545 $ | 0 $ | Y TIMOR-LESTE | 0.9750 $ | 0.9269 $ | 0 $ | Y TURKMENISTAN | 0.4350 $ | 0.4350 $ | 0.5100 $ | Y TUNISIA | 1.2254 $ | 1.2586 $ | 3.8999 $ | Y TONGA | 1.4663 $ | 1.5130 $ | 0 $ | Y TURKEY | 0.2271 $ | 0.5803 $ | 0 $ | Y TRINIDAD AND TOBAGO | 0.5075 $ | 0.6433 $ | 0 $ | Y TAIWAN, CHINA | 0.0741 $ | 0.4129 $ | 0 $ | Y TANZANIA, UNITED REPUBLIC OF | 1.6103 $ | 1.6103 $ | 0 $ | Y UGANDA | 1.6086 $ | 1.6086 $ | 0 $ | Y UNITED STATES MINOR OUTLYING ISLANDS | 0.0343 $ | 0.0343 $ | 0 $ | Y UNITED STATES OF AMERICA | 0.0318 $ | 0.0318 $ | 0 $ | Y UZBEKISTAN | 0.3047 $ | 0.3047 $ | 0 $ | Y SAINT VINCENT AND THE GRENADINES | 0.9717 $ | 0.5279 $ | 0 $ | Y VIRGIN ISLANDS (BRITISH) | 0.4557 $ | 0.4557 $ | 0 $ | Y VIET NAM | 0.3142 $ | 0.3142 $ | 0 $ | Y VANUATU | 1.3260 $ | 1.4891 $ | 0 $ | Y WALLIS AND FUTUNA | 0.9750 $ | 0.9750 $ | 0.9768 $ | Y SAMOA | 0.3329 $ | 0.9589 $ | 0 $ | Y YEMEN | 0.2885 $ | 0.2296 $ | 0 $ | Y MAYOTTE | 0.2471 $ | 0.4199 $ | 1.0650 $ | Y SOUTH AFRICA | 0.3844 $ | 0.6876 $ | 0 $ | Y ZAMBIA | 0.7470 $ | 0.7075 $ | 0 $ | Y ZIMBABWE | 0.3413 $ | 0.6389 $ | 0 $ | Y

Shared Cost Country | Landline Rate | Mobile Rate | Special Rate | Enabled Status	**National** Country | Landline Rate | Mobile Rate | Special Rate |Enabled Status
CHINA | 0.3337 $ | 0.3337 $ | 0 $ | Y	KOREA, REPUBLIC OF | 0.2847 $ | 0.2847 $ | 0 $ | Y PORTUGAL | 0.0075 $ | 0.0075 $ | 0 $ | Y

ITFS Country | Landline Rate | Mobile Rate | Special Rate | Enabled Status	**Mobile Phone Number Call-in** Country | Landline Rate | Mobile Rate | Special Rate | Enabled Status

UNITED ARAB EMIRATES | 0.9120 $ | 0.9120 $ | 0 $ | Y
AUSTRIA | 0.1222 $ | 0.3626 $ | 0 $ | Y
BOSNIA AND HERZEGOVINA | 0.6118 $ | 0.6118 $ | 0 $ | Y
BULGARIA | 0.3434 $ | 0.3434 $ | 0 $ | Y
BRUNEI DARUSSALAM | 0.7340 $ | 0.7340 $ | 0 $ | Y
COSTA RICA | 0.5292 $ | 0.5292 $ | 0 $ | Y
CYPRUS | 0.2483 $ | 0.2483 $ | 0 $ | Y
DOMINICAN REPUBLIC | 0.5838 $ | 0.5838 $ | 0 $ | Y
ECUADOR | 0.7477 $ | 0.7477 $ | 0 $ | Y
EGYPT | 0.7169 $ | 0.7169 $ | 0 $ | Y
GUADELOUPE | 0.5726 $ | 0.5726 $ | 0 $ | Y
INDIA | 0.4108 $ | 0.4108 $ | 0 $ | Y
ICELAND | 0.1985 $ | 0.1985 $ | 0 $ | Y
JAMAICA | 0.5462 $ | 0.5462 $ | 0 $ | Y
JORDAN | 0.8738 $ | 0.8738 $ | 0 $ | Y
JAPAN | 0.4040 $ | 1.7309 $ | 0 $ | Y
KENYA | 0.5462 $ | 0.5462 $ | 0 $ | Y
CAMBODIA | 0.7169 $ | 0.7169 $ | 0 $ | Y
SRI LANKA | 0.7477 $ | 0.7477 $ | 0 $ | Y
MOLDOVA, REPUBLIC OF | 0.8426 $ | 0.8426 $ | 0 $ | Y
NORTH MACEDONIA | 0.4695 $ | 1.1867 $ | 0 $ | Y
MALTA | 0.2251 $ | 0.2251 $ | 0 $ | Y
OMAN | 1.1949 $ | 1.1949 $ | 0 $ | Y
PANAMA | 0.1639 $ | 0.1639 $ | 0 $ | Y
PHILIPPINES | 0.9218 $ | 0.9218 $ | 0 $ | Y
PUERTO RICO | 0.0990 $ | 0.0990 $ | 0 $ | Y
PARAGUAY | 0.7306 $ | 0.7306 $ | 0 $ | Y
QATAR | 0.6930 $ | 0.6930 $ | 0 $ | Y
RÉUNION | 0.5726 $ | 0.5726 $ | 0 $ | Y
SAUDI ARABIA | 0.9571 $ | 0.9571 $ | 0 $ | Y
TANZANIA, UNITED REPUBLIC OF | 0.7852 $ | 0.7852 $ | 0 $ | Y
UGANDA | 0.3585 $ | 0.3585 $ | 0 $ | Y
URUGUAY | 0.2895 $ | 0.2895 $ | 0 $ | Y
VIET NAM | 0.7852 $ | 0.7852 $ | 0 $ | Y

AUSTRIA | 0 $ | 0.0077 $ | 0 $ | Y
BELGIUM | 0 $ | 0.0075 $ | 0 $ | Y
DENMARK | 0 $ | 0.0057 $ | 0 $ | Y
FINLAND | 0 $ | 0.0057 $ | 0 $ | Y
FRANCE | 0 $ | 0.0077 $ | 0 $ | Y
GERMANY | 0 $ | 0.0057 $ | 0 $ | Y
ISRAEL | 0 $ | 0.0075 $ | 0 $ | Y
NETHERLANDS | 0 $ | 0.0075 $ | 0 $ | Y
POLAND | 0 $ | 0.0059 $ | 0 $ | Y
PORTUGAL | 0 $ | 0.0059 $ | 0 $ | Y
SOUTH AFRICA | 0 $ | 0.0059 $ | 0 $ | Y
SWEDEN | 0 $ | 0.0075 $ | 0 $ | Y
SWITZERLAND | 0 $ | 0.0075 $ | 0 $ | Y

Zoom Phone Mobile Rates
Country | Landline Rate | Mobile Rate | Special Rate | DayPass Rate | Enabled Status

UNITED STATES OF AMERICA | EsimRoaming | 0 $ | 0 $ | 0 $ | 18.0000 $ | Y
UNITED KINGDOM | EsimSMS | 0 $ | 0.5000 $ | 0 $ | 0 $ | Y
UNITED KINGDOM | EsimMMS | 0 $ | 0.7500 $ | 0 $ | 0 $ | Y
UNITED KINGDOM | EsimDCallout | 0.0100 $ | 0.0501 $ | 0 $ | 0 $ | Y

Zoom Fax Table Format: Country | Type | Rate | Enabled Status

Y means Zoom Fax for country is Enabled upon provisioning

Note: All rates shown are per page.

FAX Country | Type | Rate | Enabled Status	Virtual Service Call-in Country | Landline Rate | Mobile Rate | Special Rate | Enabled Status
ARGENTINA | FaxInbound-TN | 0.0500 $ | Y ARGENTINA | FaxInbound-TF | 1.1000 $ | Y AUSTRALIA | FaxInbound-TN | 0.0500 $ | Y AUSTRALIA | FaxInbound-TF | 0.0900 $ | Y AUSTRIA | FaxInbound-TN | 0.0500 $ | Y AUSTRIA | FaxInbound-TF | 0.9500 $ | Y	Not Applicable

BELGIUM | FaxInbound-TN | 0.0500 $ | Y
BELGIUM | FaxInbound-TF | 1.2300 $ | Y
BRAZIL | FaxInbound-TN | 0.0500 $ | Y
BRAZIL | FaxInbound-TF | 0.5100 $ | Y
BULGARIA | FaxInbound-TN | 0.0500 $ | Y
BULGARIA | FaxInbound-TF | 0.0000 $ | Y
CANADA | FaxInbound-TN | 0.0500 $ | Y
CANADA | FaxInbound-TF | 0.0500 $ | Y
CHILE | FaxInbound-TN | 0.0500 $ | Y
CHILE | FaxInbound-TF | 0.7900 $ | Y
COLOMBIA | FaxInbound-TN | 0.0700 $ | Y
COLOMBIA | FaxInbound-TF | 0.3600 $ | Y
COSTA RICA | FaxInbound-TN | 0.0500 $ | Y
COSTA RICA | FaxInbound-TF | 0.0000 $ | Y
CROATIA | FaxInbound-TN | 0.0500 $ | Y
CROATIA | FaxInbound-TF | 1.3100 $ | Y
CYPRUS | FaxInbound-TN | 0.0500 $ | Y
CYPRUS | FaxInbound-TF | 0.7000 $ | Y
CZECHIA | FaxInbound-TN | 0.0500 $ | Y
CZECHIA | FaxInbound-TF | 1.1200 $ | Y
DENMARK | FaxInbound-TN | 0.0500 $ | Y
DENMARK | FaxInbound-TF | 1.2300 $ | Y
ECUADOR | FaxInbound-TN | 0.0500 $ | Y
ECUADOR | FaxInbound-TF | 1.3300 $ | Y
ESTONIA | FaxInbound-TN | 0.0500 $ | Y
ESTONIA | FaxInbound-TF | 1.4500 $ | Y
FINLAND | FaxInbound-TN | 0.0500 $ | Y
FINLAND | FaxInbound-TF | 0.7100 $ | Y
FRANCE | FaxInbound-TN | 0.0500 $ | Y
FRANCE | FaxInbound-TF | 0.3300 $ | Y
GERMANY | FaxInbound-TN | 0.0500 $ | Y
GERMANY | FaxInbound-TF | 0.1900 $ | Y
GREECE | FaxInbound-TN | 0.0500 $ | Y
GREECE | FaxInbound-TF | 3.1600 $ | Y
HONG KONG SAR | FaxInbound-TN | 0.1800 $ | Y
HONG KONG SAR | FaxInbound-TF | 0.2500 $ | Y
HUNGARY | FaxInbound-TN | 0.0500 $ | Y
HUNGARY | FaxInbound-TF | 0.0800 $ | Y
IRELAND | FaxInbound-TN | 0.0500 $ | Y
IRELAND | FaxInbound-TF | 0.1600 $ | Y
ISRAEL | FaxInbound-TN | 0.0500 $ | Y
ISRAEL | FaxInbound-TF | 0.2200 $ | Y
ITALY | FaxInbound-TN | 0.0500 $ | Y
ITALY | FaxInbound-TF | 0.4900 $ | Y
LATVIA | FaxInbound-TN | 0.0500 $ | Y
LATVIA | FaxInbound-TF | 1.1200 $ | Y
LITHUANIA | FaxInbound-TN | 0.0500 $ | Y
LITHUANIA | FaxInbound-TF | 0.1200 $ | Y
LUXEMBOURG | FaxInbound-TN | 0.0500 $ | Y
LUXEMBOURG | FaxInbound-TF | 0.8600 $ | Y
MEXICO | FaxInbound-TN | 0.0500 $ | Y
MEXICO | FaxInbound-TF | 0.3300 $ | Y
NETHERLANDS | FaxInbound-TN | 0.0500 $ | Y
NETHERLANDS | FaxInbound-TF | 1.3100 $ | Y
NEW ZEALAND | FaxInbound-TN | 0.0500 $ | Y
NEW ZEALAND | FaxInbound-TF | 0.1500 $ | Y
NORWAY | FaxInbound-TN | 0.0500 $ | Y
NORWAY | FaxInbound-TF | 0.1500 $ | Y
PANAMA | FaxInbound-TN | 0.0500 $ | Y
PANAMA | FaxInbound-TF | 0.3300 $ | Y
PERU | FaxInbound-TN | 0.0500 $ | Y

PERU | FaxInbound-TF | 0.8500 $ | Y
POLAND | FaxInbound-TN | 0.0500 $ | Y
POLAND | FaxInbound-TF | 0.0900 $ | Y
PORTUGAL | FaxInbound-TN | 0.0500 $ | Y
PORTUGAL | FaxInbound-TF | 0.3500 $ | Y
PUERTO RICO | FaxInbound-TN | 0.0500 $ | Y
PUERTO RICO | FaxInbound-TF | 0.0500 $ | Y
ROMANIA | FaxInbound-TN | 0.0500 $ | Y
ROMANIA | FaxInbound-TF | 0.3500 $ | Y
SINGAPORE | FaxInbound-TN | 0.0500 $ | Y
SINGAPORE | FaxInbound-TF | 0.1800 $ | Y
SLOVAKIA | FaxInbound-TN | 0.0500 $ | Y
SLOVAKIA | FaxInbound-TF | 0.0000 $ | Y
SLOVENIA | FaxInbound-TN | 0.0500 $ | Y
SLOVENIA | FaxInbound-TF | 0.9800 $ | Y
SOUTH AFRICA | FaxInbound-TN | 0.0500 $ | Y
SOUTH AFRICA | FaxInbound-TF | 0.3100 $ | Y
SPAIN | FaxInbound-TN | 0.0500 $ | Y
SPAIN | FaxInbound-TF | 0.0800 $ | Y
SWEDEN | FaxInbound-TN | 0.0500 $ | Y
SWEDEN | FaxInbound-TF | 0.0800 $ | Y
SWITZERLAND | FaxInbound-TN | 0.0500 $ | Y
SWITZERLAND | FaxInbound-TF | 1.9700 $ | Y
UNITED KINGDOM | FaxInbound-TN | 0.0500 $ | Y
UNITED KINGDOM | FaxInbound-TF | 0.2400 $ | Y
UNITED STATES OF AMERICA | FaxInbound-TN | 0.0500 $ | Y
UNITED STATES OF AMERICA | FaxInbound-TF | 0.0500 $ | Y
ARGENTINA | FaxOutbound-TN | 0.8000 $ | Y
ARGENTINA | FaxOutbound-TF | 0.8000 $ | Y
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AUSTRALIA | FaxOutbound-TF | 0.1200 $ | Y
AUSTRIA | FaxOutbound-TN | 0.1900 $ | Y
AUSTRIA | FaxOutbound-TF | 0.1900 $ | Y
BELGIUM | FaxOutbound-TN | 0.6300 $ | Y
BELGIUM | FaxOutbound-TF | 0.6300 $ | Y
BRAZIL | FaxOutbound-TN | 0.2300 $ | Y
BRAZIL | FaxOutbound-TF | 0.2300 $ | Y
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BULGARIA | FaxOutbound-TF | 0.6200 $ | Y
CANADA | FaxOutbound-TN | 0.0500 $ | Y
CANADA | FaxOutbound-TF | 0.0500 $ | Y
CHILE | FaxOutbound-TN | 0.2600 $ | Y
CHILE | FaxOutbound-TF | 0.2600 $ | Y
COLOMBIA | FaxOutbound-TN | 0.2600 $ | Y
COLOMBIA | FaxOutbound-TF | 0.2600 $ | Y
COSTA RICA | FaxOutbound-TN | 0.3600 $ | Y
COSTA RICA | FaxOutbound-TF | 0.3600 $ | Y
CROATIA | FaxOutbound-TN | 0.7200 $ | Y
CROATIA | FaxOutbound-TF | 0.7200 $ | Y
CYPRUS | FaxOutbound-TN | 0.7800 $ | Y
CYPRUS | FaxOutbound-TF | 0.7800 $ | Y
CZECHIA | FaxOutbound-TN | 0.7900 $ | Y
CZECHIA | FaxOutbound-TF | 0.7900 $ | Y
DENMARK | FaxOutbound-TN | 2.1300 $ | Y
DENMARK | FaxOutbound-TF | 2.1300 $ | Y
ECUADOR | FaxOutbound-TN | 1.2700 $ | Y
ECUADOR | FaxOutbound-TF | 1.2700 $ | Y
ESTONIA | FaxOutbound-TN | 2.1700 $ | Y
ESTONIA | FaxOutbound-TF | 2.1700 $ | Y

FINLAND | FaxOutbound-TN | 2.1100 $ | Y
FINLAND | FaxOutbound-TF | 2.1100 $ | Y
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FRANCE | FaxOutbound-TF | 0.1800 $ | Y
GERMANY | FaxOutbound-TN | 0.1000 $ | Y
GERMANY | FaxOutbound-TF | 0.1000 $ | Y
GREECE | FaxOutbound-TN | 0.4300 $ | Y
GREECE | FaxOutbound-TF | 0.4300 $ | Y
HONG KONG SAR | FaxOutbound-TN | 0.7000 $ | Y
HONG KONG SAR | FaxOutbound-TF | 0.7000 $ | Y
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IRELAND | FaxOutbound-TF | 0.1300 $ | Y
ISRAEL | FaxOutbound-TN | 0.5300 $ | Y
ISRAEL | FaxOutbound-TF | 0.5300 $ | Y
ITALY | FaxOutbound-TN | 0.1300 $ | Y
ITALY | FaxOutbound-TF | 0.1300 $ | Y
JAPAN | FaxOutbound-TN | 0.1900 $ | Y
JAPAN | FaxOutbound-TF | 0.1900 $ | Y
LATVIA | FaxOutbound-TN | 3.1300 $ | Y
LATVIA | FaxOutbound-TF | 3.1300 $ | Y
LITHUANIA | FaxOutbound-TN | 2.9600 $ | Y
LITHUANIA | FaxOutbound-TF | 2.9600 $ | Y
LUXEMBOURG | FaxOutbound-TN | 1.0600 $ | Y
LUXEMBOURG | FaxOutbound-TF | 1.0600 $ | Y
MALAYSIA | FaxOutbound-TN | 0.1400 $ | Y
MALAYSIA | FaxOutbound-TF | 0.0000 $ | Y
MEXICO | FaxOutbound-TN | 0.0500 $ | Y
MEXICO | FaxOutbound-TF | 0.0500 $ | Y
NETHERLANDS | FaxOutbound-TN | 1.4700 $ | Y
NETHERLANDS | FaxOutbound-TF | 1.4700 $ | Y
NEW ZEALAND | FaxOutbound-TN | 0.1900 $ | Y
NEW ZEALAND | FaxOutbound-TF | 0.1900 $ | Y
NORWAY | FaxOutbound-TN | 0.0700 $ | Y
NORWAY | FaxOutbound-TF | 0.0700 $ | Y
PANAMA | FaxOutbound-TN | 0.7400 $ | Y
PANAMA | FaxOutbound-TF | 0.7400 $ | Y
PERU | FaxOutbound-TN | 0.2000 $ | Y
PERU | FaxOutbound-TF | 0.2000 $ | Y
PHILIPPINES | FaxOutbound-TN | 1.0400 $ | Y
PHILIPPINES | FaxOutbound-TF | 0.0000 $ | Y
POLAND | FaxOutbound-TN | 0.2100 $ | Y
POLAND | FaxOutbound-TF | 0.2100 $ | Y
PORTUGAL | FaxOutbound-TN | 0.5200 $ | Y
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PUERTO RICO | FaxOutbound-TF | 0.0500 $ | Y
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SINGAPORE | FaxOutbound-TN | 0.9200 $ | Y
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SLOVAKIA | FaxOutbound-TN | 0.7600 $ | Y
SLOVAKIA | FaxOutbound-TF | 0.7600 $ | Y
SLOVENIA | FaxOutbound-TN | 2.6000 $ | Y
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SOUTH AFRICA | FaxOutbound-TN | 1.4100 $ | Y
SOUTH AFRICA | FaxOutbound-TF | 1.4100 $ | Y
SPAIN | FaxOutbound-TN | 0.2000 $ | Y

SPAIN | FaxOutbound-TF | 0.2000 $ | Y SWEDEN | FaxOutbound-TN | 0.0900 $ | Y SWEDEN | FaxOutbound-TF | 0.0900 $ | Y SWITZERLAND | FaxOutbound-TN | 0.5800 $ | Y SWITZERLAND | FaxOutbound-TF | 0.5800 $ | Y TAIWAN, CHINA | FaxOutbound-TN | 0.2200 $ | Y TAIWAN, CHINA | FaxOutbound-TF | 0.0000 $ | Y THAILAND | FaxOutbound-TN | 0.3300 $ | Y THAILAND | FaxOutbound-TF | 0.0000 $ | Y UNITED KINGDOM | FaxOutbound-TN | 0.4600 $ | Y UNITED KINGDOM | FaxOutbound-TF | 0.4600 $ | Y UNITED STATES OF AMERICA | FaxOutbound-TN | 0.0500 $ | Y UNITED STATES OF AMERICA | FaxOutbound-TF | 0.0500 $ | Y VIET NAM | FaxOutbound-TN | 0.6800 $ | Y VIET NAM | FaxOutbound-TF | 0.0000 $ | Y	

Accepted and agreed as of the date specified below by the authorized representative of Customer

Signature:
Print Name:
Date:
Zoom Service Effective Date: 4/15/2026
PO # (If Applicable):

The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

Zoom reserves the right at its sole discretion to accept Order Forms received after the Valid Until date.

If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within

5 days of the service effective date via email to *purchase-orders@zoom.us*. Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process. Zoom Phone services provided by Zoom Voice Communications, Inc. Rates, terms and conditions for Zoom Phone services are set by Zoom Voice Communications, Inc.

Coversheet

Consent - Personnel Services

Section: XI. Consent
Item: C. Consent - Personnel Services
Purpose: Vote
Submitted by:
Related Material: MYA Handbook 2026-2027 - Redlined.pdf
MYA Handbook 2026-2027 - For Board Approval - 2026.04.28.pdf

BACKGROUND:

2. Approval of the 2026-2027 Employee Handbook

The 2026–2027 Employee Handbook reflects updates made to ensure alignment with current laws, compliance requirements, and organizational practices. Key revisions include updated nondiscrimination language to reflect current California and federal protections, expanded anti-harassment definitions and reporting procedures, clarification of confidentiality and employee data expectations, and updates to mandated reporter requirements and training timelines. Additionally, minor edits were made throughout to improve clarity, consistency, and alignment with current operational practices. The redlined version highlights these changes for Board review, and the revised handbook is presented for approval.

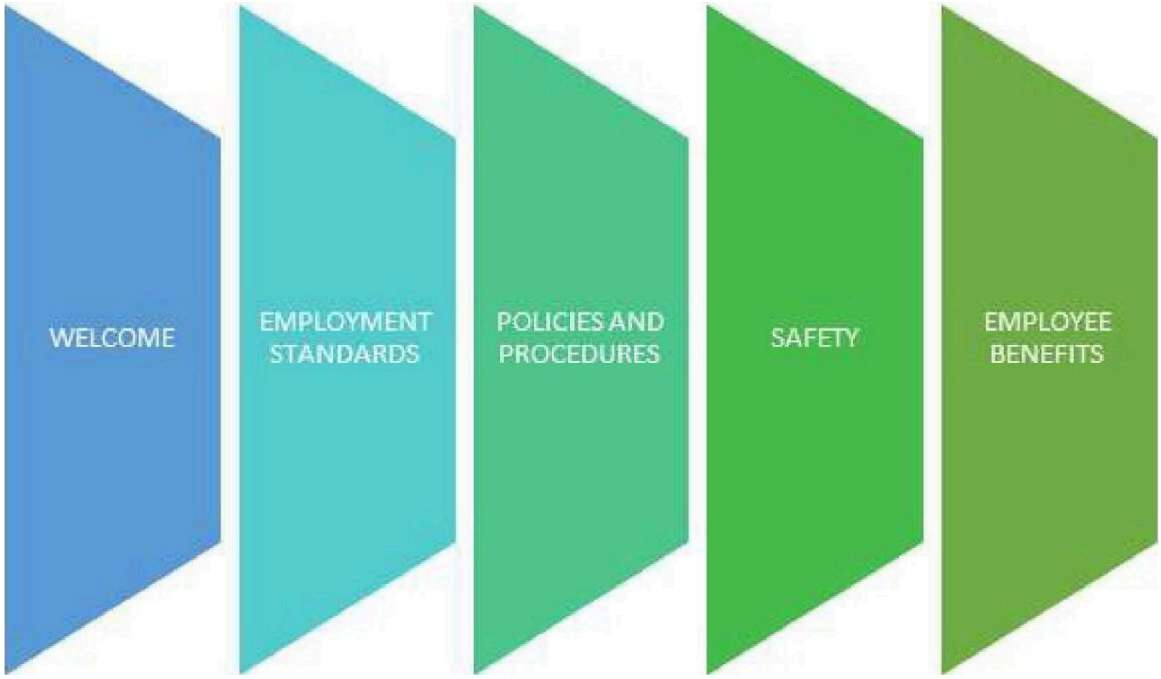
RECOMMENDATION:

2. It is recommended the Board approve the 2026-2027 Employee Handbook for Motivated Youth Academy (#1628).

Fiscal Impact: None.

Employee Handbook

2026 - 2027~~**2025 - 2026**~~



The Employee Handbook may not be changed in any way without express written approval from the Board of Directors.

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Welcome

We are glad to have you on our team! You have joined an organization that focuses on the execution of high-quality personalized learning models that allow a flexible environment using innovative delivery methods and technology to foster empowered, life-long learners. As an organization we seek to hire and retain high caliber individuals to meet our vision of extraordinary education.

We truly value our employees and have developed this Employee Handbook (handbook) to assist you with understanding our policies, procedures, and performance expectations. Keep in mind that it is the employee who is responsible for reading and understanding the handbook as well as any posted revisions; however, if anything is unclear to you, please discuss the matter with your supervisor or a member of HR.

As a team member we want you to have a long and successful career with us - where you can make an impact on student education. We sincerely hope that you will find your employment here to be one of enrichment, collaboration, and an overall professionally rewarding experience.

Best wishes for a wonderful school year!

The Leadership Team

Right to Revise

This handbook is the employee's guide to understanding the provisions of their employment with Motivated Youth Academy ("School"). Please be advised that written employment agreements between the School and individuals may replace some policies/procedures in this handbook. This handbook supersedes all prior published handbooks and any policy, memoranda, or benefits statements that are contrary to the policies that are outlined here.

The School reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. Any such changes must be in writing and must be signed by the CEO or designee.

Any written changes to this handbook will be distributed to all employees, so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the policies and procedures applicable to employees of the School. Employees are expected to abide by all policies in this handbook. Nothing in this handbook or in any other personnel documents creates or is intended to create a promise or representation of continued employment for any employee. Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment.

At-Will Employment Status

School personnel are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or the School. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the School has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the School has the authority to make any such agreement, which is binding only if it is in writing and approved by the Board of Directors.

Though many items surrounding employment may be changed or updated (such as the eligibility of benefits, promotion, or leaves) the status as an at-will employee does not change - the employment relationship may be terminated with or without cause and with or without advance notice, at any time by the employee or the School.

Section I: Nondiscrimination Policies

A. Equal Employment Opportunity

The School is an equal opportunity employer and makes employment decisions on the basis of merit. Selections for employment focus on the candidates whose training and experience most closely align with the position requirements, and fit with the School's mission, vision, and values. School policy prohibits unlawful discrimination based on actual or perceived race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks and twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), family or medical leave status, sex (including pregnancy, childbirth, breastfeeding or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. The School's management is responsible for adherence to this policy; however, in the final analysis, attainment of this goal of equal employment opportunity and enrichment through diversity depends on the commitment and good faith effort of everyone.

The School complies ~~will comply~~ with all applicable California non-discrimination and anti-harassment laws ~~equal employment and discrimination laws~~, including Title IX, the California Fair Employment and Housing Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and all other applicable laws. Additionally, Title IX prohibits discrimination on the basis of sex in education programs or activities by recipients of federal financial assistance. The School does not discriminate in the educational program or any activities which it operates, including employment in such programs and activities. Employees are encouraged to review the 'Know Your Rights' notice, which outlines protections under California law and the process for filing complaints with the CRD. This notice is posted electronically and is available upon request.

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation and compensation, and discipline/dismissal practices annually.

In accordance with the School's Equal Employment and Nondiscrimination Policies, the School designates the following position(s) as the Title IX Coordinator and Coordinator for Nondiscrimination in Employment:

Marie Rolston, Human Resources Partner
500 La Terraza Blvd., Suite #150, Escondido, CA 92025
HR@myacademy.org

Any employee or job applicant who believes they have been or are being discriminated against or harassed in violation of School policy should, as appropriate, immediately contact their supervisor, the Title IX coordinator, or the CEO, or any person they feel comfortable going to who shall advise the employee or applicant about the School's procedures for filing, investigating, and resolving any such complaint.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with School policy and regulation. Individuals may use the School's Uniform Complaint Procedures to address complaints of discrimination and harassment, including sex discrimination under Title IX. Annual notice of such policies will be provided to all employees, and a copy of such policies and procedures are available by contacting the Title IX coordinator or Human Resources (HR).

Discrimination is considered a form of employee misconduct. Disciplinary action, up to and including dismissal, will be taken against any employee engaging in this type of behavior. Any supervisor or manager who has knowledge of such behavior, yet takes no action to end it, is also subject to disciplinary action up to and including dismissal.

B. Disability Accommodation

To comply with the Americans with Disabilities Act and all applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job as outlined in the applicable job description should contact the HR department and discuss the need for an accommodation. The School will engage in an interactive process with the employee to identify possible accommodations, if any, which will help the applicant or employee perform the job. The School will implement reasonable accommodations that do not impose undue hardship.

C. Anti-Harassment

The School is committed to providing a work environment free of harassment, discrimination, retaliation and abusive conduct as that term may be defined by statute or regulation then in effect at the time of the conduct. Abusive conduct is defined as conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to the employer’s legitimate business interests. Examples include repeated verbal abuse, threats, intimidation, or sabotage of a person’s work. This policy will be distributed annually to all employees and incorporated into mandatory anti-harassment and discrimination training programs.

School policy prohibits conduct that is disrespectful, unprofessional as well as harassment based on actual or perceived race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks and twists), color, creed, actual or

perceived gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability(including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), family or medical leave status, sex (including pregnancy, childbirth, breastfeeding, decision making around reproductive health, or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

All such conduct violates school policy. The School's anti-harassment policy applies to all persons involved in the operation of the School and prohibits harassment, disrespectful or unprofessional conduct by any employee of the School, including supervisors and managers, as well as vendors, community providers, customers, independent contractors, and any other persons. It also prohibits harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
2. Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
3. Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
4. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
5. Retaliation for reporting or threatening to report harassment; and
6. Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law, or by the School policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire.

Harassment is considered a form of employee misconduct. Disciplinary action, up to and including dismissal, will be taken against any employee engaging in this type of behavior, yet taking no action to end it, is also subject to disciplinary action.

It is the policy of the School that no one will be retaliated against for making a good faith complaint of harassment or for cooperating in the investigation of a complaint.

An employee who believes they have been harassed, discriminated against or retaliated against may initiate the reporting process by contacting their supervisor, or, if appropriate, the next level of management (see Reporting procedure, which follows), any team member they feel most comfortable reporting to, or the HR department. All discrimination, harassment and retaliation complaints will be promptly investigated and will be treated confidentially to the extent possible, and appropriate action taken where warranted. Complaints made in good faith are protected from retaliation of any kind.

1. Sexual Harassment

The School is committed to providing a work environment that is free from sexual harassment and retaliation. Under no circumstances will sexual harassment be tolerated.

"Sexual harassment" means any unwelcome sexual advance, unwelcome requests for sexual favors, or other unwelcome verbal, visual, or physical conduct of a sexual nature made by someone from or in the educational or work setting, whether it occurs between individuals of the same sex or individuals of opposite sexes, under any of the following conditions:

1. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's academic status, employment, or progress.
2. Submission to, or rejection of, the conduct by an individual is used as the basis for academic or employment decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's academic performance, work, or progress or has the purpose or effect of creating an intimidating, hostile, or offensive educational or working
4. environment. The conduct is sufficiently severe, persistent, pervasive or
5. objectively offensive, so as to create a hostile or abusive educational or working environment or to limit the individual's ability to participate in or benefit from an education program or activity.
6. Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the local agency.

"Verbal sexual harassment" includes, but is not limited to, unwelcome epithets, comments, or slurs of a sexual nature.

"Physical sexual harassment" includes, but is not limited to, assault, impeding or blocking movement, or any physical interference with work or school activities or movement when directed at an individual on the basis of sex.

"Visual sexual harassment" includes, but is not limited to, derogatory posters, cartoons, drawings, obscene gestures, or computer-generated images of a sexual nature.

"Educational environment" includes, but is not limited to, the following:

1. The main administration offices of the local agency.
2. Properties controlled or owned by the local agency.
3. Off-campus, if such activity is sponsored by the local agency, or is conducted by organizations sponsored by or under the jurisdiction of the local agency.

Sexual harassment has no place in the work environment and is prohibited by the School. Specifically, it must in no way be exercised for purposes of an intimidating effect on employment decisions such as promotion, dismissal, hiring, training, wage and salary increases, transfer, or any other matter that affects the ability of an employee to perform job duties.
Any employee who engages or participates in sexual harassment, or who aids, abets, incites, compels or coerces another to commit sexual harassment or retaliates against another individual is in violation of this policy and subject to disciplinary action up to and including dismissal.

Managers and supervisors are to ensure that no such intimidation or harmful atmosphere of unwelcome sexual overtones exist in their workplaces. Every effort should be made to sensitize themselves and their employees to the differences between purely social overtones and those intended to affect working conditions. Also, employees are responsible for respecting the rights of their co-workers. Any employee who feels they have been harassed or retaliated against or has knowledge of any incident of harassment or retaliation on any protected basis shall immediately report such incidents to their immediate supervisor, HR, the CEO or the Title IX Coordinator and Coordinator for Nondiscrimination in Employment. If the supervisor is the harasser or has not responded to the complaint, or if not an employee, then the complainant should complain to any administrator without fear of reprisal. Employees may also report instances of sexual harassment through the School's Uniform Complaint Procedure without fear of reprisal.

2. Reporting

The School has an affirmative duty to take reasonable steps to prevent and correct discrimination and harassment. Supervisors, co-workers, and third parties are prohibited from engaging in unlawful behavior under the Fair Employment and Housing Act or any other applicable law. Please see the list of protected categories as stated in the Equal Employment Opportunity and Anti-Harassment sections of the handbook.

The School encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate Director, supervisor, manager, HR, or person they feel most comfortable and may file a complaint. The Uniform Complaint Procedures may be used for this purpose. Employees are entitled to report harassment to someone other than their direct supervisor. Supervisors are required to report all complaints to HR. In addition, the School encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and request that it be discontinued. The School recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures. Every effort will be made to keep such reports as confidential to the extent possible, although it is understood that an investigation will normally require the involvement of third parties. The School is serious about enforcing its policy against harassment, discrimination and retaliation. However, the School cannot resolve a harassment, discrimination or retaliation problem that it does not know about. Therefore, employees are responsible for bringing any such problems to the School's attention so it can take the necessary steps to correct the problem.

3. Investigation/Complaint Procedure

All complaints of harassment, including sexual harassment, discrimination or retaliation may be addressed through the School's Uniform Complaint Procedures. A complaint will be followed by prompt and thorough investigation conducted by an impartial and qualified individual. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense.
Complaints will be documented and the School will designate a qualified individual to track the complaint process.

a. Informal Procedure

If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify their immediate supervisor and/or the HR department who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the HR designated representatives, and such discussion is encouraged. An individual reporting harassment, discrimination or retaliation should be aware, though, that the School may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

b. Formal Procedure

As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their supervisor or the HR department. The School encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Any reported allegations of harassment, discrimination or retaliation will be investigated promptly and thoroughly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigation process to the extent consistent with adequate investigation and appropriate corrective action. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as the School believes appropriate under the circumstances.

4. Retaliation

Employees will not be retaliated against for complaining or participating in an investigation. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be

reported immediately and will be promptly investigated and addressed.

5. Conclusion

This policy was developed to ensure that all employees can work in an environment free from harassment, discrimination and retaliation. The School will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has any questions or concerns about these policies should talk with their supervisor or the HR department. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of the School prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

None of the procedures listed are intended to preclude an employee from pursuing claims of discrimination and/or harassment in any other forum available to the employee, including making reports of discrimination, harassment, and/or retaliation to the Department of Fair Employment and Housing and the U.S. Equal Employment Opportunity Commission.

D. Diversity Policy

The School is committed to fostering, cultivating and preserving a culture of diversity and inclusion.

Our staff is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only the School's culture, but its reputation and achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

The School's diversity initiatives are applicable but not limited to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a

greater understanding and respect for diversity.

All employees of the School have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other school-sponsored and participative events.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action up to termination.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the School's diversity policy and initiatives should seek assistance from an HR representative.

Section II: Employment Requirements

A. Child Abuse and Neglect Reporting

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to a child protective agency. School employees are mandated reporters under California Penal Code sections 11165.7 and 11166 and are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause another person in the same situation to suspect child abuse.

The definition of mandated reporters includes employees, volunteers, contractors, and governing board members whose duties require contact with or supervision of students. Board members and volunteers who are subject to the mandated reporter requirements will be provided a separate acknowledgement and training maintained by the School.

Child abuse should be reported immediately by phone to a designated child protective agency. Call the local Department of Family and Children's Services (DFCS) to report child abuse and neglect. If there is a life-threatening emergency to a child however, call 9-1-1. The phone call to the DFCS is to be followed by a written report within 36 hours of receiving the information concerning the incident. There is no duty for the reporter to contact the child's parents. In fact, if a child is released to a peace officer or a child protective agency agent, the reporter shall not notify the parent as required in other instances of removal.

Child abuse is broadly defined as "a physical injury that is inflicted by other than accidental means on a child by another person." Child abuse can take the following several forms:

1. Sexual abuse: Sexual abuse means, in general, sexual assault or sexual exploitation. Sexual abuse does not include children who voluntarily engage in sexual activity with children of a similar age. Pregnancy of a minor does not, in and of itself, constitute suspicion of child abuse.
    a. Neglect: Neglect occurs when a child's custodian has failed to provide adequate "food, clothing, shelter, medical care, or supervision" that may or may not have resulted in any physical injury.

2. Unlawful corporal punishment: Unlawful corporal punishment occurs when any person willfully harms or injures a child to such a degree that results in a traumatic condition.
3. Willful cruelty or unjustifiable punishment: Child abuse also includes the situation where any "person willfully causes or permits any child to suffer unjustifiable pain or mental suffering" or when any person endangers a child's health.

Confidentiality

A mandated reporter is required to give their name. The identity of all persons who report shall be confidential. Violation of statutory confidentiality is a misdemeanor. DFCS may reveal the names of reporting parties only to other investigative agencies as specified by law. No person required to report abuse will bear criminal liability for reporting. No supervisor or administrator may impede,prohibit, or in any way discourage a mandated reporter from making a report. Doing so may result in disciplinary action and could constitute a misdemeanor offense under California law.

All employees, prior to commencing employment, are required to acknowledge the provisions of Penal Code Section 11166 and 11165.7 regarding mandated reporting and will comply with those provisions as outlined in the employment agreement. All employees will receive annual mandated reporter training, as required by Education Code § 44691, using curriculum provided or approved by the California Department of Social Services. New hires must complete training within six weeks of hire an annually at the start of each school year. Certificates of completion will be kept in each employee's file.

Failure to Report

Failure to report suspected abuse is a misdemeanor punishable by imprisonment/fine. Any person who fails to report an instance of child abuse or neglect as required by the Child Abuse and Neglect Reporting Act is guilty of a misdemeanor with a punishment not to exceed six months in jail or $1,000 or both.

B. Employee Access to Confidential Information

Each employee is responsible for safeguarding confidential information obtained during employment. Confidential information includes, but is not limited to, personally identifiable student information, employee records, medical information, educational assessments, financial date, and any proprietary or sensitive operational information. In the course of the employee's work, the employee may have access to confidential information regarding students, parents, suppliers, other customers, or perhaps even fellow employees without consent from that individual. The employee has the responsibility of preventing the revealing or divulging of any such information unless it is necessary for the employee to do so in the performance of their duties and in accordance with law. Access to confidential information should be on a "need-to-know" basis and must be authorized by the CEO or designee. Confidentiality of student information is a requirement of the law and great care must be taken to ensure it is protected. No student information will be released without the specific authorization of the CEO or designee. Employee information may be released as part of a Public Records Act request, for the purpose of employment verification with prior written approval by the employee, or as required by law. Unauthorized release of confidential information may result in disciplinary action, up to and including termination of employment, and may also result in legal consequences in accordance with applicable state and federal law.

C. Student Data/FERPA

All information contained in a student's records, including information contained in an electronic database, is confidential and maintained in accordance with the Family Educational Rights and Privacy Act (FERPA). These records are the property of the School, whose responsibility it is to secure the information against loss, defacement, tampering or use by unauthorized persons. Staff is prohibited from discussing students' academic or personal information outside the scope of performing the duties of one's position. No student's files are to be taken off premises unless granted permission by the CEO or designee. Only teachers, administrative, and office personnel are permitted to review student's files. When a file is requested from the School office, it must be signed out and returned the same day. No student files, records, forms, communication or reports may be copied without express authorization from the Director. Under no circumstances may student information be used for an employee's personal use.

Employees may not remove any materials from any student's file. Files may not leave the office without specific written authorization from the CEO or designee. Employees who access student files are responsible to secure their contents and maintain confidentiality.

D. Conflict of Interest

This policy applies to all employees, officers, directors, and governing board members of the school. Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflict of interest. Such a conflict occurs when an employee is in a position to influence a decision that may result in a personal gain for the employee or for a relative as a result of the School's business dealings.

1. Personal Financial Interest

All such persons shall be neither personally nor financially interested in any contract made by them or by the school that employs them. For purposes of this policy,

a. "Personally interested" shall mean a non-financial interest that may impair an individual’s objectivity, such as familial relationships or other close personal connections.
b. "Financially interested" shall mean any contract with an individual, entity, or company in which any such person related by blood, marriage or civil partner, any other person with a close personal relationship to any such person who has an ownership interest, an investment interest, or a familial interest, and encompasses any situation where any such person's official judgment may be influenced by personal consideration or expectation of financial gain or any compensation or consideration of any kind other than that officially provided to any such person by the School.

2. Statement of Economic Interest (Form 700)

Board members and staff who make or influence governmental decisions or financial decisions of the organization are designated in the Conflict of Interest Code adopted by the Board. These individuals must complete and file a Statement of Economic Interest, Form 700. The Form 700 ensures transparency and accountability in alignment with the Political Reform Act.

It is the policy of this School that elected or appointed school governance body members,

school administrative officers, and school employees shall not place themselves in any position where their private or personal interests may conflict with their official duties, or where they may directly or indirectly receive personal financial gain through direct or indirect personal influence.

3. Personal Relationship
Personal or romantic involvement with a competitor, supplier or employee of the School may create an actual or potential conflict of interest. Management-subordinate romantic or personal relationships can lead to issues such as claims of discrimination or favoritism, issues with performance evaluation, possible claims of sexual harassment, and morale issues. It is the responsibility of the employees involved in romantic or personal relationships with subordinates, or other personal or romantic relationships that give rise to a conflict of interest, to disclose and discuss all relevant circumstances with the supervisor or HR and possibly request a change in assignment to avoid potential problems as appropriate. Failure to disclose such circumstances may cause the School to impose disciplinary action. Moreover, any romantic or personal relationships between employees must not harm the work environment in any way. Regardless of an employee's relationship with another employee outside of work, employees are expected to remain professional at all times during work hours. The School will not discriminate on the basis of marital or relationship status, except that the School may reasonably regulate the working of spouses or relatives in the same department, division, or facility for reasons of supervision, safety, security, or morale in accordance with applicable law.

No "presumption of guilt" is created by the mere existence of a professional or personal relationship with outside firms; however, if such employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that such be disclosed so that safeguards can be established to protect all parties.

E. Anti-Nepotism Policy

The School recognizes there may be situations in which spouses or other relatives may be employed by the School at the same time. The School permits the employment of qualified family members, domestic partners, significant others and/or similar personal relationships of employees as long as such employment does not create a conflict of interest. Relationships by family, marriage, domestic partnership and/or similar personal relationship shall constitute neither an advantage nor a disadvantage to selection, promotion, salary, or other conditions of employment. The School may consider a member of an employee's immediate family for employment if the applicant possesses the qualifications for employment for the position.

The School does not prohibit the employment of relatives in the same department. However, the School does prohibit any preferential treatment toward spouses or relatives or an improper influence impacting a spouse's or relative's terms or conditions of employment. The School recognizes that at times, employees and their family members, domestic partners, significant others and/or personal relationships may be assigned to positions that create a coworker or supervisor-subordinate relationship. The School will, in its discretion, exercise sound judgment with respect to the placement of employees in these situations in order to avoid the creation or appearance of a conflict of interest, avoid favoritism or the appearance of favoritism, and decrease the likelihood of harassment in the workplace.

Employees should neither initiate nor participate, directly or indirectly, in employment actions (initial employment or appointment, retention, evaluation, promotions, salary, work assignments, leave of absence, etc.) involving family members, domestic partners, significant others and/or similar personal relationships.

The School will make reasonable efforts to assign job duties to minimize the potential for creating conflicts of interest. Notwithstanding the above, the School retains the right where such placement has the potential for creating conflicts of interest, to refuse to place immediate family members in the same department. The School retains the right to reassign or transfer any person to eliminate the potential for creating conflicts of interest. Any potential preferential treatment or improper influence should be reported immediately to HR.

F. Employment Eligibility Verification Document

The School will only employ individuals who are authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

All newly hired employees must complete, as a condition of employment, the Employment Eligibility Verification Form 1-9 and provide documentation establishing identity and proof of work eligibility and identification at time of hire, but no later than three (3) days of hire. If the employee is unable to produce the required documentation or a receipt/letter requesting appropriate documentation within three days, the employee will be dismissed from employment. If, after 90 days of hire, the employee has not submitted the original documents to replace the receipt/letter or, in the meantime, some other acceptable document(s), the employee will be dismissed from employment.

Former employees who are rehired must also complete the form if they have not completed an 1-9 for the School within the past three years or if their previous 1-9 is no longer retained or valid.

G. Fingerprinting

Each employee will be fingerprinted in conformance with legal requirements and as a condition of employment. Fingerprints are submitted to the appropriate State and Federal agencies for screening to assure that no employee has been convicted of a crime that would preclude employment by the School.

H. Criminal Background Checks

As a condition of employment, all employees are required to submit to a criminal history review through the Department of Justice. The review shall include fingerprint submission to the DOJ. The School follows the guidelines of the California Fair Chance Act, and will conduct an individualized assessment on all background check results. The School will make hiring determinations based on California law. Certain types of criminal background findings may prevent the employer from hiring the candidate or continuing employment with a current employee. The School will factor in the nature and gravity of the crime, when the crime occurred, rehabilitation and the nature of the position all in accordance with applicable law. All results will be discussed with the applicant and/or employee before making a hiring or dismissal decision. No person employed or otherwise associated with the School, including members of the Board of Directors, who have been convicted of or have pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct

processing of charter school funds.

I. Employment Application/Data

The School relies upon the accuracy of the information presented during the application process, as well as the accuracy of other data presented throughout the hiring process and employment relationship. As such, any omission or misstatement of material fact in any of this information may result in the School excluding the individual from further consideration for employment or, if already hired, termination of employment.

J. Employment Verifications

The School will only respond to employment verification inquiries that are received in writing. All such inquiries, whether for current or former employees, must be directed to HR. Generally, responses will be limited to information concerning wages, employment dates, positions held, and eligibility for rehire. Release of any additional information will require that the employee execute a release. Letters of recommendation must be approved by HR to ensure the accuracy and appropriateness of the information being released.

K. Certification and Licensing

Teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other commission approved document for the assignment held ("Certificated Employee"). In addition, teachers serving students identified as English Language Learners must possess the proper EL authorization. If a teacher has not received this authorization, the School will allow them one year from date of hire to obtain it and will not assign English Language Learners during that time.

It is the responsibility of each certificated employee to ensure that credentials and permits are renewed in a timely manner and remain current. The School highly encourages all certificated staff to keep their contact information current with the Commission on Teacher Credentialing in order to receive pertinent notifications. Upon renewal of credentials or certificates, proof is to be submitted to the HR department to be copied and filed in the employee's personnel file.

L. Mandatory Tuberculosis Testing

In order to ensure the health and safety of all students and staff of the School, all newly hired employees must submit proof of a negative TB Risk Assessment or TB test by a licensed healthcare provider that has been administered within sixty (60) days prior to hire. A TB test may include an intradermal skin test or an X-ray of the lungs. An individual hired from another California School may request their prior school provide proof of the individual's TB Risk Assessment or TB test. TB Risk Assessments and TB tests are considered expired after four (4) years from the date they are administered and a proof of a new assessment or test must be submitted to HR in order to continue in employment. Pregnant employees are exempt from providing proof of a TB test for at least sixty (60) days from the end of their pregnancy.

The School will reimburse the cost of the tuberculosis risk assessment and/or the test for all current employees with proof of receipt.

[See also Board Policy 4025]

Section III: Standards of Conduct

The School expects all employees to comply with School rules, policies, and regulations as set forth in this handbook. Any employee who fails to do so will be subject to disciplinary action at the School's sole discretion, which management deems appropriate under the circumstances. Such disciplinary action may include, but is not limited to, oral and written warnings, mandatory training, or termination of employment. Any employee's receipt of, participation in or completion of School-required disciplinary action shall not, under any circumstances, limit or alter the School's at-will employment policy, which allows either the School or the employee to terminate the employment relationship at any time, with or without notice, and with or without cause.

A. Freedom from Violence

The School expressly prohibits any acts or threats of violence by any School employee or former employee against any other individual. The School will also not condone any acts or threats of violence against school employees, students or affiliates while engaged in business with or on behalf of the School.

To ensure that the School's objective in this regard is attained, it is the commitment of the School:

1. To provide a safe and healthful work environment, in accordance with the School's safety and health policy.
2. To take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
3. To take appropriate action when dealing with customers, former employees, or visitors to school functions who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
4. To prohibit employees, former employees, students, and visitors from bringing unauthorized firearms or other weapons to school, work and non-work-related gatherings, meetings and functions.
5. To establish viable security measures to ensure that school meetings and gatherings are safe and secure to the extent possible and to properly handle access to school facilities by the public, off-duty employees, and former employees.

The School will not tolerate any type of workplace violence committed by or against its employees. Employees who violate this policy will be subject to disciplinary action, up to and including discharge. Prohibited conduct includes, but is not limited to:

1. Causing physical injury to another person.
2. Making threatening remarks.
3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another person to emotional distress.
4. Possession or threat of using a weapon on the premises and/or at work related events, meetings and gatherings.

Employees who display a tendency to engage in violent, abusive, or threatening behavior, as determined by the School, in its sole discretion, may be referred for counseling or other appropriate treatment.

In furtherance of this policy, employees have a "duty to warn" their supervisors or a HR representative of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors and that appear problematic. The welfare of all employees depends upon the alertness and sensitivity of every individual to potential security risks. Employee reports made pursuant to this policy will be held in confidence to the extent possible. The School will not condone any form of retaliation against any employee for making a report under this policy.

The School has developed guidelines to help maintain a secure workplace.

1. Every employee is directed to report any suspicious persons or activities to the Director or designee:
2. Such as persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas.
3. Persons who make threats or acts of violence, aggressive behavior, offensive acts, discussion of bringing weapons into the workplace, threatening or offensive comments or remarks, and the like.
4. Employees should immediately notify the Director or designee when other employees or outsiders express anger and make threats against the School or behave in a manner suggesting the possibility of violent activity.
5. Finally, those working in the School's office must also ensure that doors are locked and alarms are activated when applicable.

B. Prohibited Conduct

Employees are expected to conduct themselves in a manner to further the School's objectives.

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and School operations may also be prohibited and will result in disciplinary action up to and including termination.

1. Falsifying employment records, employment information, or other School records;
2. Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
3. Falsifying any time card - Recording the work time of another employee or allowing any other employee to record another employee's work time, either one's own or another employee's;
4. Theft and deliberate or careless damage or destruction of any School property, or the property of any employee or customer;
5. Removing or borrowing School property without prior authorization;
6. Unauthorized use or misuse of School equipment, time, materials, or facilities;
7. Provoking a fight or fighting during working hours or on School property;

8. Participating in horseplay or practical jokes on School time or on School premises;
9. Carrying firearms or any other dangerous weapons on School premises at any time;
10. Engaging in criminal conduct whether or not related to job performance;
11. Causing, creating, or participating in a disruption of any kind during working hours on School property;
12. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a colleague;
13. Using abusive, threatening or intimidating language at any time on School premises;
14. Initiating or participating in gossip or slander of other employees, parents, or students;
15. Failing to notify a supervisor when unable to report to work;
16. Unreported absence of three (3) days;
17. Failing to obtain permission to leave work for any reason during normal working hours;
18. Failing to observe working schedules, including rest breaks and meal periods;
19. Failing to provide a physician's certificate when requested or required to do so;
20. Sleeping or malingering on the job;
21. Making or accepting personal phone calls, text or email messages during working hours to the extent that it interferes with the performance expectations of the assignment, except in cases of emergency or extreme circumstances;
22. Working overtime without authorization or refusing to work assigned overtime;
23. Violation of dress standards;
24. Violating any safety, health, security or School policy, rule, procedure or violation of the School's drug and alcohol policy;
25. Committing a fraudulent act or a breach of trust under any circumstances;
26. Committing or involvement in any act of unlawful harassment of another individual;
27. Failing to promptly report work-related injury or illness;
28. Any other action or behavior, which could harm the School's, parents', or students' interest

This statement of prohibited conduct does not alter the School's policy of at-will employment. Either the employee or the School remains free to terminate the employment relationship at any time, with or without reason or advance notice.

C. Physical Contact with Students and Other Staff Members

It is the policy of the School that no staff member will use corporal punishment against a student. This prohibition includes: spanking, slapping, pinching, hitting or the use of any other physical force as retaliation or correction for inappropriate behavior. While the use of appropriate touching is part of daily life and is important for student development, a teacher and staff member must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that the individual not be touched, then that request must be honored without question.

The following forms of touching are never appropriate:

1. Sexually motivated physical conduct or touching
2. Angry or violently motivated touching
3. Inappropriate or lengthy embraces
4. Kissing of any kind
5. Corporal punishment

6. Sitting student on one's lap
7. Touching buttocks, chests or genital areas
8. Pushing a person or another person's body part
9. Showing affection in isolated areas
10. Wrestling with students or other staff members
11. Bench-pressing another person
12. Tickling
13. Piggyback rides
14. Massages
15. Any form of unwanted affection
16. Any form of sexual contact
17. Poking fingers at another person that results in an offensive contact
18. Having a student in an employee's vehicle or transporting a student
19. Intentionally being alone with a student
20. Any touching that would lead a responsible person to suspect inappropriate behavior.

For additional examples of unacceptable and acceptable Staff/Student Behaviors, see the School's Professional Boundaries Policy.

Restraining a child who is trying to engage in violent or inappropriate behavior may be permitted. Only such force as necessary to defend one's self or another or to protect property is legally allowed. Excessive force is prohibited. Violation of this policy could subject the teacher or staff member to discipline to include termination for cause. Additionally, the victim may choose to bring civil or criminal charges against the violator.

When interacting with younger children or children with a disability, an appropriate physical touch may sometimes be necessary. A touch for the purpose of redirecting or refocusing, assisting with physical care (i.e. cleaning up a small child after a bathroom accident) may be appropriate in limited circumstances although clearly inappropriate in more general circumstances.

It is impossible to define each and every instance when touching is inappropriate. Employees must use professional judgment and discretion related to physical touch.

This policy does not prevent appropriate forms of touching a student, including for the purpose of guiding them along a physical path, helping them up after a fall, engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another.

D. Off-duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform their job may result in disciplinary action and/or dismissal as allowed by law.

E. Drug and Alcohol Free Workplace and Awareness Program

The School will comply with all federal and state regulations regarding drug and alcohol use while employees are on the job. This policy covers all School employees and violation of the School's policy related to drug use is grounds for immediate termination. The School is concerned about the use of alcohol, illegal drugs and controlled substances as it affects the workplace, the School community and students. Though marijuana is legal in many California cities, it is still considered an illegal substance under Federal law and therefore considered an illegal substance for this policy. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety, and health and therefore seriously impair the employee's value to the School and its students. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and students and exposes the School to the risks of property loss or damage or injury to other persons. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace.

Conduct against this policy includes, but is not limited to, the following:

1. Driving a School vehicle, or a vehicle designated for school business, while under the influence of alcohol or an illegal or controlled substance;
2. Selling or purchasing an illegal or controlled substance, including while on the job, on school property, or in the presence of students;
3. Possessing or using alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students,
4. Under the influence of alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students.

The School will provide information to employees about:

1. The dangers of drug abuse in the workplace;
2. The policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and assistance programs; and
4. The penalties that the School may impose upon them for drug abuse violations occurring in the workplace.

Violation of these rules and standards of conduct will not be tolerated and may result in disciplinary action, up to and including termination of employment. The School may also bring the matter to the attention of appropriate law enforcement authorities. The School may terminate an employee who is convicted of a controlled substance offense to the extent allowed by law. Alternatively, the School may, as required or allowed in accordance with applicable law, require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

As a condition of employment, employees are required to notify the School in writing of any conviction for a violation of a criminal drug statute. Such notification must be made no more than five (5) calendar days after the conviction. The School may, as required by applicable law, notify federal or state agencies of any applicable employee convictions if such a report is required by law.

The School will provide reasonable accommodation to an employee who voluntarily requests an

accommodation or leave of absence to voluntarily participate in a drug or alcohol rehabilitation program. Please note that the request must be made before the employer learns of a violation of the Drug and Alcohol Free Workplace policy. Any employee who participates in a rehabilitation program would still be responsible for following all other School policies. Employees returning from a voluntary rehabilitation program will be required to comply with a return-to-work agreement addressing the terms and conditions of continued employment.

In order to enforce this policy, the School reserves the right to conduct legal searches of school property and to implement other measures, which are in accordance with law and necessary to deter and detect violation of this policy. As a condition of employment, the employee agrees to abide by the terms of this policy.

The School will abide by all relevant laws, including laws regarding employee disability and reasonable accommodations in implementing this policy.

F. Tobacco Free Workplace

The School is a tobacco free workplace. No tobacco products are to be used in the workplace or at work functions. This includes all VAPE and e-cigarette products. Additionally, employees are required to adhere to any building and site policies regarding designated areas for smoking.

G. Punctuality and Attendance

Employee punctuality and consistent attendance contributes to the positive operations of the School. As such, attendance and punctuality are performance expectations and are measured on the overall job performance. Employee tardiness or chronic absenteeism causes unnecessary problems for students and fellow employees. While an employee is absent, other employees may be burdened with performing additional duties in order to maintain operations. Further, employees are expected to report to the workplace and be prepared to begin work at their scheduled reporting times. To avoid conflict with the daily operations of the School, employees should schedule personal affairs outside of regular working hours.

If an employee is unable to report for work on any particular day, they must call their supervisor or HR at least one hour before the time they were scheduled to begin working on that day in order to obtain pre-approval for the absence. An employee may be excused from this one hour notice requirement if extenuating circumstances prevented them from contacting the supervisor. In all cases of absence or tardiness, employees must provide the School with an honest reason or explanation.

Employees must inform HR or designee of the expected duration of any absence. Excessive absences, lateness or failure to give the supervisor advance notice for absence or lateness can result in disciplinary action or dismissal from employment. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

If the employee fails to report for work without any notification to their supervisor or to HR, and the absence continues for a period of three days, the School will consider it a voluntary resignation unless a written medical excuse is provided by a physician to confirm that the employee has not abandoned their employment.

Employees with emergencies or situations that do not allow them to do their job, must inform their supervisor or HR within 24 hours. Failure to return phone calls or emails within 24 hours during workdays requires an explanation to the employee's supervisor. Failure to inform a supervisor of an expected absence, failure to return phone calls or emails for three (3) workdays without notice, and missing required deadlines or meetings constitutes abandonment of employment.

Please refer to the policies related to leaves of absence and paid sick days in the handbook for more information.

H. Attendance at Mandatory School Activities

Employees are required to attend scheduled staff meetings, professional development sessions, graduations, kick-off week activities, and other mandatory events as noted on the school calendar. Should an employee be unable to attend a mandatory event, they will need to utilize a day's worth of their sick or vacation leave, adjusted according to their Full-Time Equivalent (FTE) status. During the time of the missed mandatory event, staff should refrain from arranging meetings or participating in work-related tasks and will not be required to engage in any such activities at these times. Employees must notify their direct supervisor of their absence. Notice via email one-hour prior to the start time of the mandatory activity is requested to facilitate adjustments in planning and collaboration

I. Professionalism

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by their interactions with employees. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

Employees are encouraged to help make a good impression of the School by:

1. Communicating regularly.
2. Acting competently and dealing with others in a courteous and respectful manner.
3. Communicating pleasantly and respectfully with others at all times.
4. Following up on requests and questions promptly, providing professional replies to inquiries and requests.
5. Responding to email and voicemail within 24 business hours, or within a reasonable period of time depending on the assignment (employees should discuss this with their supervisor).
6. Taking pride in performing duties in an exceptional manner.

Employees may not bring their own children to school events (learning period meetings, assessments, school meetings, etc.) unless they are a student participant in the events or it is a general school event open to all students or employee families. The CEO or designee may grant an exception.

J. Dress Code

Each employee is a representative of the School in the eyes of the public. Therefore, each employee

must report to work properly groomed and dressed in professional attire in a manner consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.Violation of the dress code is determined by the CEO or designee. The CEO or designee may issue more specific dress code guidelines at any time, which shall be in accordance with law. The standards of grooming and hygiene outlined below set the minimum requirements to which all employees, contract workers, and temporary staff are required to adhere.

Employee dress is described as business casual, which includes:

- Slacks, dockers and other office style pants,
- Skirts and dresses to or below the knee,
- Button down shirts, blouses, and sweaters.
- All clothes are to appear clean, pressed and without stains or holes.
- Inappropriate attire:
- Spaghetti straps or strapless tops,
- Overly baggy or tight so as to be revealing,
- Plunging necklines, midriff revealing tops, or any clothing that exposes the employee inappropriately,
- Clothing with offensive words or pictures,
- Any clothing that is overly casual (shorts, tank tops, athletic wear), appears dirty, wrinkled, or has stains or holes.

Overall grooming - Grooming standards for everyone includes the appearance of care and proper hygiene. Hair, makeup, and jewelry may not interfere with an employee's ability to perform the job duties or pose a safety issue. Facial piercings should be removed and tattoos should be covered during work hours. Excessive piercings or offensive tattoos may prohibit an individual from being considered for a customer facing assignment. The School reserves the right to ask any employee to cover inappropriate tattoos or remove any piercings that are not reflective of the school culture.

Exceptions - The School recognizes some events as acceptable for casual dress. The majority of the same dress and grooming standards apply, however employees may wear jeans, seasonally appropriate clothing, and more casual shoes. Requests for an exception to the dress code policy for religious beliefs or practices must be addressed to the CEO or designee or an HR representative. Each request will be evaluated on a case-by-case basis.

Supervisors are expected to inform employees when they are violating the dress code. Employees in violation are expected to immediately correct the issue. This may include having to leave work to change clothes. Repeated violations or violations that have major repercuss10ns may result in disciplinary action being taken up to and including termination.

K. Water Bottles

Employees are permitted to bring and carry water bottles on campus in accordance with California Education Code Section 38042. To protect equipment and materials, water bottles are not permitted in libraries, computer labs, science labs, or other areas where water may pose a risk of damage or safety hazard. Employees are expected to use good judgment and be mindful of their surroundings when carrying water bottles throughout the school. Water bottles must have a secure, spill-proof lid.

L. Gifts to Employees

It is the policy of the School that no employee may accept any gift from an outside party, client, contractor, vendor, community provider, business associate, parent or student that is of such nature that it could affect their impartiality with regard to decisions or actions affecting school operations. Gifts with a value of less than $50 are excluded from this policy.

M. Fee and Cash Collection

No staff member, other than specifically authorized individuals, is permitted to accept cash and/or checks. All school events, for which money is collected, must be approved by the Director or designee who will supervise the collection of all fees and will be responsible for managing the receipts. Cash and/or checks should not be stored or locked in staff offices or desks. All financial transactions should be coordinated with the Director or designee. Employees must obtain approval from the Director prior to soliciting staff for donations or financial support for any outside event/activity.

N. Building Security

Building security is the responsibility of all staff. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that the office is secure; for example, all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all the appliances and lights are turned off with the exception of the lights normally left on for security purposes. Employees are not allowed on properties or leased facilities after hours without prior authorization from the Director, CEO or designee. All employees who are issued keys to the office are responsible for their safekeeping and will sign for receipt of such key.

Section IV: Personnel Policies and Procedures

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation, compensation, and discipline/dismissal practices periodically.

A. New Employee Orientation

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the School, and prepared for their position. New employee orientation, includes an explanation of the core values, vision, mission, goals, and objectives of the School. In addition, the new employee will be given an overview of benefits and complete any necessary paperwork through the HR department.

B. Residency and Service Area

Residency Requirement of Non-Office Staff

All staff are required to live within the service area of the School. The service area is defined as the regions where the School has actual student enrollment. While the School has the potential to serve students in various counties, the School only hires non-office employees who reside in cities or areas

with current student enrollment. This ensures that staff can effectively support and engage with the student population. If a staff member moves out of the service area, they must notify their supervisor immediately. As maintaining residency within the service area is a condition of employment, non-office staff members who relocate outside of this area will no longer be eligible for employment with the School. The School is committed to maintaining high standards of service and support for our students, and adherence to the residency requirement is crucial in achieving this goal.

Residency Requirement for Office Staff
All office staff are required to live in a location where they can commute to the School offices or service areas. This ensures that office staff can consistently fulfill their duties and responsibilities on-site. If an office staff member moves to a location that hinders their ability to commute to the office, they must notify their supervisor immediately. As maintaining the ability to commute to the office or service area is a condition of employment, office staff members who relocate to a non-commutable location will no longer be eligible for employment with the School. Maintaining a consistent on-site presence is essential for the effective operation of our School, and adherence to the residency requirement for office staff is crucial in achieving this goal.

Service Area
All staff are required to reside within the service areas of the School. Some employees are hired to serve specific geographic locations within the service area and must continue serving their assigned areas throughout their employment. If an employee relocates away from their assigned service area, they must still fulfill their responsibilities in the original area assigned. Changes to service areas are determined based on the School's needs. Employees may face dismissal if it is determined by the School that they are unable to continue serving their assigned area due to relocation.

Rare Exceptions for Short-Term or Temporary Solutions
In rare circumstances, the School may hire or retain staff outside the service area, including out-of-state, for short-term or temporary solutions. These exceptions will be made at the discretion of the Director and must be ratified by the Board of Directors. These assignments can end at any time when the School determines the assignment is no longer needed. Such decisions will be based on the specific needs of the School and the availability of qualified candidates within the service area. Temporary out-of-area hires must still comply with all other School policies and expectations.

C. Remote Work Policy

MYA is a remote workplace that will require in-person attendance. This is stated in an employee's Job Description. Employees must adhere to all policies and procedures regardless of their remote work status.

Definitions
Remote work, working remotely, telework, telecommute, or work-from-home are defined as any work arrangement that allows employees to work outside of a primary worksite at an alternate location.

Remote Work Policy
Employees who work remotely are expected to maintain normal productivity and performance as if they were conducting business onsite. They may not carry out work for anyone other than MYA during this time. Employees must use approved time off for absences. Employees must accommodate themselves for any of the following, but not limited to, on-site meetings, conferences, retreats, state testing,

team-building days, and/or training.

Availability and Communications
Because we have a flexible work environment, we ask that employees be available to take work related calls and attend meetings as needed with minimum disruption, Monday through Friday. The only requirements put in place around work location and time are that timelines are met, and student/School needs are tended and responded to in a reasonable time frame.

Workspace
Employees should establish a workspace that is safe and conducive to conducting day to day business. Employees are responsible for maintaining adequate and reliable internet service regardless of where they sit. Employees should seek a quiet and distraction-free working space, to the extent possible. MYA issues all employees the necessary equipment and software licenses to do their job effectively.

Equipment
MYA will determine and approve, with information supplied by the employee and the supervisor, the appropriate equipment needed for each employee. Equipment supplied by MYA will be maintained by MYA. Equipment supplied by the employee, if deemed appropriate by MYA, will be maintained by the employee. MYA accepts no responsibility for damage or repairs to employee-owned equipment. MYA reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by MYA is to be used for business purposes only. The employee must sign an inventory of all MYA property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all MYA property will be returned, unless other arrangements have been made.

MYA does not provide employees with office furnishings for their home offices. Employees are responsible for equipping and maintaining their home offices so that they can accomplish their work in an efficient and expeditious manner.

MYA will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. Occasionally, when pre-approved by the Director, employees will be reimbursed for business-related expenses that are reasonably incurred in carrying out the employee's job.

Virtual Meetings

While distractions are sometimes unavoidable, try to keep them to a minimum. No music or television in the background during meetings. Keep yourself muted during group video or audio conferencing unless you are speaking. Turning on video is required. We understand there may be rare occasions where you are unable to utilize your video, however, this should be the exception rather than the norm. Avoid eating a meal during a virtual meeting unless invited to do so by the meeting host. Smoking or vaping is not permitted during a video conference. Casual dress is acceptable; however, use discretion. We are a business casual environment. Avoid multitasking. Give your full attention to the meeting as if you were face to face.

Timekeeping
Hourly employees must accurately record all working time and may not work “off the clock.” Hourly employees must use timesheets approved by MYA and are required to log out for lunch as required by law.

Confidentiality
MYA employees must adhere to policies as they relate to client and proprietary information even

while working remotely. Employees agree to maintain confidentiality and keep passwords and other information safe at their remote work area.

Security
Remote employees will be expected to ensure the protection of proprietary information accessible from their home office. Steps include the use of regular password maintenance and any other measures appropriate for the job and the environment.

Workers Compensation
In the event of a job-related injury, employees should report the incident to their direct supervisor as soon as possible. Note that workers' compensation does not apply to injuries to any third parties or members of Employee's family on Employee's premises. Furthermore, workers' compensation does not apply to injuries incurred outside of working hours/outside of the remote workspace.

D. Employee Status

Employees may include exempt, nonexempt, regular full-time, regular part-time, and seasonal persons employed with the School who are subject to the control and direction of the School in the performance of their duties.

a. Exempt: Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.
b. Nonexempt: Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week. Nonexempt employees are also subject to meal period and rest break regulations.

Employee Status	Teacher Facilitator	Exempt Certificated and Classified	Non-Exempt Classified	Benefits
	(Student Caseload per Month)	(FTE)	(Hours per Week)	
Regular Full Time	19+ students	.75+ FTE	30+ hours	Eligible
Regular Part Time	10-18 students	.50 - .74 FTE	20-29 hours	Eligible
Non-Regular	9 or less students	.49 FTE or less	19 hours or less	Not Eligible

E. Student Counts

The teacher may indicate their desired student count with the School as a request, however, the needs of the School will determine the number of students assigned to the teacher.

F. Job Duties

The assigned supervisor will clarify the job duties and the expectations for behavior and job

performance. The employee's job responsibilities and tasks are subject to change and update during employment as stated in the at-will employment agreement and job description and job description. On occasion, the employee may be asked to work on projects, or to help with other work necessary or important to the operation of their department or the School. The employee's cooperation and assistance in performing such additional work is expected. The School reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer any employee's job positions, or assign additional job responsibilities.

G. Nonexempt Employees

1. Work Schedules

Business hours of school sites and offices (if any) shall be established by the CEO or designee. The CEO or designee will assign the classified staff's individual work schedule to ensure staffing throughout the workday. Employees are expected to be online or at their desks or workstations when ready to work.

For the purposes of pay and leave accrual calculations, full-time for classified employees, is defined as 2,080 working hours. The workweek begins at 12:01 a.m. Monday and ends at midnight on Sunday.

2. Rest Breaks and Meal Periods

a. Rest Breaks

Rest breaks are on the clock and duty-free. Employees are expected to return to work promptly at the end of any rest breaks.

b. Number of Rest Breaks

Nonexempt employees are provided one (1) paid ten-minute rest break for every four (4) hours worked (or major fraction thereof, which is defined as any amount of time over two (2) hours). A rest break is not authorized for employees whose total daily work time is less than three and one half (3.5) hours.

If the employee works a shift from three and one-half (3.5) to six (6) hours in length, they will be entitled to one (1) paid ten-minute rest break. If they work more than six
(6) hours and up to 10 hours, they will be entitled to two (2) paid ten-minute rest breaks. If the employee works more than 10 hours and up to 14 hours, they will be entitled to three (3) paid ten-minute rest breaks.

c. Timing of Rest Breaks

The employee is authorized and permitted to take a rest break in the middle of each four-hour work period. There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The employee will be informed if there are practical considerations that make this timing infeasible. In the event of these considerations, the immediate supervisor may need to schedule the rest breaks.

d. Meal Period

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if working more than five (5) hours in a workday. The employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period. If the total work period for the day is more than five (5) hours, but no more than six (6) hours, the meal period may be waived. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

e. Timing of Meal Period

As with rest breaks, the employee is authorized and permitted to take a meal period.

The meal period will be provided no later than the end of the fifth hour of work. For example, if work begins at 8:00 a.m., the meal period must begin by 12:59 p.m. (which is four hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure efficient business operations.

f. Second Meal Period

If the employee works more than 10 hours in a day, they will be provided a second, unpaid meal period of at least 30 minutes. Again, the employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period; the employee will be relieved of all duty. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period.

Depending on the circumstances, the employee may be able to waive the second meal period if the first meal period was taken and if the total hours worked for the day is no more than twelve hours. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

g. Timing of Second Meal Period

As with rest breaks, the employee is authorized and permitted to take a meal period. A second meal period is required if the employee's hours exceed 10 hours in one workday.

This second meal period will be provided no later than the end of the 10th hour of work. For example, if work begins at 8:00 a.m., the employee must start the

second meal period by 5:59 p.m. (which is 9 hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure business operations.

h. Recording Meal Periods

The employee must clock out for any meal period and record the start and end of the meal period. Employees are not allowed to work "off the clock." Work time must be accurately reported on the time record.

i. Missed Rest Breaks and Meal Periods

If for any reason the employee is not provided a rest break or meal period in accordance with the policy, or if they are in any way discouraged or impeded from taking their rest break or meal period, or from taking the full amount of time allotted to them, the employee may be eligible for a missed rest break or meal period remedy and should immediately notify HR.

Anytime the employee misses a rest break or meal period that was provided to them (or they work any portion of a provided meal period), they will be required to report the time to HR and document the reason for the missed rest break and meal period.

Please also refer to the School's Timekeeping Policy.

j. Timekeeping

All nonexempt employees are required to record time worked for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after the meal period. Altering with this procedure in any way is not permissible and is subject to disciplinary action. Time cards in the payroll system are to be approved by the employee and the supervisor prior to each payroll. Any errors on the time card should be reported immediately to HR. Employees with consistent patterns of not following time recording responsibilities are subject to disciplinary actions.

All communication between the nonexempt employee and management concerning work related issues is not permitted after hours. Once the nonexempt employee has recorded the end of a work period at the end of the day, that employee is no longer clocked in. All work related correspondence will resume the next work day except in the case of an emergency or at the direction of the supervisor. Nonexempt employees will be compensated at the appropriate rate of pay for any additional time worked outside of their work day.

k. Pay for Mandatory Meetings & Training

The School will pay nonexempt employees for attendance at meetings, lectures, and training programs when attendance is mandatory, and the meeting, course, or

lecture is directly related to the job and is outside of the regular schedule. Unless otherwise noted, trainings and meetings are included as part of an exempt employee's regular pay.

l. Overtime

All overtime work must be requested in advance by the employee and authorized by the supervisor prior to the time to be worked. Nonexempt classified employees may be directed to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. The School provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law. All hours worked in excess of eight (8) hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. The work week begins at 12:01 a.m. Monday and ends at midnight on Sunday.

Compensation for hours in excess of 40 hours for the workweek, or in excess of eight (8) hours and not more than 12 hours for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate of one-and-one-half times the employee's regular rate of pay. Compensation for hours in excess of 12 hours in one workday and in excess of eight (8) hours on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

H. Exempt Employees

The School will pay exempt employees a salary rather than by the hour. Once an employee's sick days have been exhausted or are otherwise unavailable, the School will deduct pay from an exempt employee's salary under the following circumstances: (i) one or more full days absences for personal reasons; (ii) one or more full day absences for illness, injury, or sickness, (iii) one or more full work weeks disciplinary suspensions; and (iv) partial (for intermittent leave) or full day absences during an approved family or medical leave in accordance with law. Exempt employees who believe that the School made an incorrect or improper salary deduction should promptly report the deduction to their supervisor or the HR department. If the School incorrectly or improperly made a deduction from an exempt employee's salary, it will reimburse the employee for the deducted pay as soon as possible.

I. Salary Overpayments

Because the School receives public funds, the School is obligated by law to seek reimbursement for any salary overpayment and cannot waive the recovery of the overpayment. Employees who receive excess pay as a result of a payroll error are required to return the funds to the School. The School will provide the employee with the correct salary calculation and the amount that is owed to the School. The employee may return the overpayment in full through a cashier's check or money order or allow the School to deduct the overpayment from the next paycheck. The School may arrange for a repayment plan that is mutually agreeable to both the School and the employee and does not exceed one calendar year from the date of the overpayment. Should an employee resign prior to completing the repayment, the full amount shall become due upon termination. A repayment plan may be offered

to a terminated employee not to exceed three (3) months in duration.

J. Employee Evaluation

Supervisors will conduct performance reviews with all regular full-time and regular part-time employees annually. Supervisors may conduct informal performance reviews and goal setting sessions more often if they choose. Performance reviews are designed for the supervisor and the employee to discuss their current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, the employee and supervisor will discuss ways in which the employee can accomplish goals and/or learn new skills.

Performance review and goal setting sessions may or may not have a direct effect on any changes in salary compensation. For this reason, among others, it is important to prepare for these reviews carefully and participate in them fully. Additional details on employee evaluations will be provided by Human Resources upon hire.

K. Corrective Action

All employees are expected to meet School standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with School policies and procedures. If an employee does not meet these standards, the School may or may not, at its sole discretion, take corrective action, other than immediate dismissal. Employees have no entitlement to corrective action or progressive discipline prior to dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The School holds each of its employees to certain work rules and standards of conduct. When an employee deviates from these rules and standards, the employee may be terminated, or, at the School's discretion, be subject to corrective action by a supervisor.

Corrective actions may include, but are not required to include, an oral warning, a written warning, probation, suspension, and termination of employment. In deciding which initial corrective action would be appropriate, a supervisor may consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record. As an at-will employer, the School may use all, some or none of the corrective actions described and will handle corrective action based on its own discretion.

Though the School will try to find paths for improvement whenever possible, the School considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, any misconduct concerning a child/student, vandalism or destruction of School property, trespassing, the use of School equipment without prior authorization, untruthfulness about personal work history, skills, or training, divulging proprietary information, and misrepresentations of the School to another employee, a prospective employee, or the general public.

Nothing in this section or any other section alters an employee's status as an at-will employee who may be terminated, with or without cause and with or without advance notice at any time by the

School. Nothing in this section is intended to interfere with an employee's rights to communicate or voice concerns that are protected by Federal and State law.

L. Procedure for Disciplinary Action

The corrective action process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with School policies and procedures and/or other disciplinary problems.

Corrective actions may be taken at the discretion of management and include any of the following:

a. Verbal counseling, which may be confirmed in writing by the supervisor
b. Written warning, which will be placed in the personnel file
c. Suspension, which will be confirmed in writing for the personnel file. Suspension is normally used to remove an employee from the organization premises during an investigation, or as a disciplinary action. This may be paid or unpaid. If the employee is suspended, it will be documented in the personnel file.
d. Discharge, which will be documented in the personnel file.

The corrective action process will not always commence with verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or subsequent offense. Consideration will be given to the seriousness of the offense, the intent and motivation to change the performance, and the environment in which the offense took place. As a reminder, employment remains at-will before, during, and after a disciplinary action.

M. Terminations

There are two types of terminations that may affect employees. Voluntary termination results when an employee voluntarily resigns their employment. Involuntary terminations result when the School makes the decision to end the at-will employment agreement.

Regardless of the reason for termination, all school-owned property, including vehicles, keys, credit cards, student files, or school property in the possession of the employee must be returned to the School immediately upon termination from employment, within 72 hours from the final date of employment with the School. Employees are not to recruit students from the School to a new place of employment.

All wages owed will be paid out upon the date of termination for involuntary terminations or within 72 hours after an employee's resignation if the employee gave 72 hours or less notice.

N. Personnel Records

Employees have a right to inspect certain documents in the personnel file as provided by law. The contents of personnel records will be available for inspection to the current or former employee, or their representative, at reasonable intervals and at reasonable times, but not later than thirty (30)

calendar days from the date the School receives a written request. However, the employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to inspect the records, and the agreed-upon date does not exceed thirty-five (35) calendar days from receipt of the written request. Additionally, the School shall provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, to a current or former employee, or their representative, no later than thirty (30) calendar days from receipt of the request, unless the current or former employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed thirty-five (35) calendar days from the employer's receipt of the written request.

The employee may add comments to any disputed item in the file. Only HR, the CEO or designee is authorized to release information about current or former employees. Disclosure of personnel related information to agencies or individuals outside the School will be limited and in accordance with law; however, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required. The School is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the School in the event of a name or address change.

O. Destruction of Personal Information Records

In the course of the employee's duties at the School, they may encounter records which contain personal information (i.e., a person's name and Social Security Number, driver's license number, state identification number or any account number, credit or debit card number, access code or passwords that may permit access to an individual's financial account, payroll, or personal health information). The School expects all employees to take appropriate measures to maintain the confidentiality and integrity of such information and prevent unauthorized access. Employees must ensure hard copies of documents are stored securely, such as in a locked file cabinet, with access provided only to authorized individuals with a need to know. Electronic media must be encrypted or password protected. Passwords should never be included in any transmission that also contains the data. Employees should dispose of data no longer needed by shredding paper documents and properly erasing electronic media to ensure that the personal information cannot be read or reconstructed. Failure to follow proper storage and disposal procedures may result in disciplinary action up to and including termination.

P. Employment Posters

The School maintains bulletin boards in School offices and on the HR information system that contain important information about employment. In addition to federal and state required notices, school-related information will also be available in these locations. All employees are encouraged to look at the online bulletin board regularly and to read all of the information displayed and made available in detail. Any questions about the information should be directed to the supervisor or HR. These bulletin boards are reserved for School use only; employees may not post or remove any information from them.

Q. Outside Employment

This policy is not intended to prohibit an employee from working an appropriate second job.

Employees are permitted to engage in outside work or hold other jobs, subject to certain restrictions as outlined below.

1) Activities and conduct away from the job must not compete, conflict with or compromise the school interests or adversely affect an employee's job performance and the ability to fulfill all responsibilities to the School. Employees are prohibited from performing any services for customers on non-working time that are normally performed by the School. This prohibition also extends to the unauthorized use of any school tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.
2) Employees are cautioned to consider carefully the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, it must be discontinued, and, if necessary, normal disciplinary procedures will be followed to deal with the specific problem.
3) In evaluating outside work, the following guidelines will be considered to determine whether the proposed employment is allowed. Employees may not engage in outside employment that:
    a) involves working for a competing or similar model School;
    b) occurs during work hours without the use of appropriate leave;
    c) actually or potentially results in a conflict of interest with or interfere with the employee's responsibilities to the School;
    d) involves working for an organization that does business with the School, such as contractors, community providers, suppliers and customers;
    e) may adversely affect the School's image.
4) Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

If it is determined that the outside employment constitutes a conflict of interest or disruption of the School's operation, the employee will be asked to limit or restrict the outside employment. Disciplinary action up to and including termination of employment may be taken for outside employment that is inconsistent with this policy unless otherwise approved.

R. Whistleblower Policy

It is the policy of the School to encourage its employees and applicants for School employment to disclose improper governmental activities, based in part on California Education Code Section 44110 et. seq. and to address written complaints that allege acts or attempted acts of interference, reprisal, retaliation, threats, coercion or intimidation against employees or applicants who disclose improper governmental activities. School management has the responsibility to seek out and correct any and all abuses resulting from improper governmental activities, and to protect those who come forward to report improper governmental activities.

Concerns that may be raised include, but are not limited to, the following:

a. Reporting suspected violations of local, state, and federal law, including but not limited to federal laws and regulations;
b. Providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and
c. Identifying potential violations of School policy, specifically the policies contained in the handbook with reference to employee safety or health, unsafe working conditions or work practices in the employee's employment or place of employment.

A whistleblower can also be an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or non-compliance with a local, state or federal rule or regulation.

The School may not:

a. Make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower;
b. Retaliate against an employee who is a whistleblower;
c. Retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation; or
d. Retaliate against an employee for having exercised their rights as a whistleblower in any former employment.

S. Complaint Procedure

The School encourages employees to resolve issues or concerns at the lowest level possible to ensure a positive and professional work environment. When issues cannot be successfully resolved or the issue is serious in nature against the supervisor, the employee should bring the matter to the attention of HR for assistance. The complaint procedure approved by the Board of Directors is as follows:

1. The complainant will bring the matter to the attention of the Human Resources manager as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or were not appropriate; and
2. The complainant will reduce their complaint to writing, indicating all known and relevant facts, in the School's Internal Complaint Form. The Human Resources manager or designee will then investigate the facts and provide a solution or explanation
3. If the complaint is about the Human Resources manager, CEO, or Director, the complainant may file their Internal Complaint Form with the President of the School's Board of Directors, who may then confer with the Board and may conduct a fact-finding investigation or authorize a third party investigator on behalf of the Board. The Board President or investigator will report their findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns, and the need for resolution without fear of adverse consequences to employment.

1. Confidentiality: All complainants will be notified that information obtained from the

complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaint or participation in any complaint process.

3. Resolution: The School will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

T. Uniform Complaint Procedures

The School will provide annual notice to all employees of the Uniform Complaint Procedures that may be used to allege a violation of federal or state laws governing certain educational programs. Copies of the Uniform Complaint Procedures and additional information may be found in the board policy section on the School's website or by contacting HR.

U. Arbitration Agreement

Agreement to Arbitrate Disputes and Claims

The School and employee mutually agree to submit to binding arbitration any and all disputes or claims they could otherwise pursue in court arising from or relating to employee's recruitment to or employment with the School, or the termination of that employment, including claims against any current or former agent or employee of the School, whether the disputes or claims arise in tort, contract, or pursuant to a statute, regulation, or ordinance now in existence or which may in the future be enacted or recognized, including, but not limited to, the following:

- claims for fraud, misrepresentation, promissory estoppel, fraudulent inducement of contract or breach of contract, whether such alleged contract or obligation be oral, written, or express or implied;
- claims for wrongful termination of employment, violation of public policy and constructive discharge, infliction of emotional distress, interference with contract or prospective economic advantage, defamation, unfair business practices, invasion of privacy;
- claims for employment discrimination, retaliation or harassment
- claims for violation of local, state or federal wage and hour laws, such as non- payment or incorrect payment of wages, sick pay, commissions, bonuses, severance, employee fringe benefits, or stock options.

The School and employee understand and agree that the arbitration of the disputes and claims covered by this Agreement shall be the sole and exclusive mechanism for resolving any and all existing and future disputes or claims arising out of employee's recruitment to or employment with the School or the termination thereof, except as set forth below.

Claims Not Covered by this Agreement

The following claims are not subject to arbitration under this Agreement:

1) claims for workers' compensation benefits, state or federal disability benefits or state unemployment benefits;
2) administrative charges or claims filed with a federal, state or local government office

or agency, such as the Equal Employment Opportunity Commission ("EEOC") or any comparable state anti-discrimination agency, or the National Labor Relations Board ("NLRB");

3) any claims that, as a matter of law, cannot legally be subject to arbitration;
4) claims under an employee benefit or pension plan that specifies a different arbitration procedure;
5) litigation pending in a state or federal court as of the date Employee signs this Agreement; or
6) claims brought pursuant to the California Labor Code Private Attorneys General Act of 2004.

Waiver of Right to Trial

The School and employee understand and agree that the arbitration of disputes and claims under this Agreement shall be instead of a trial before a judge or jury. The School and employee understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury, regarding any disputes and claims they may have that are subject to arbitration under this Agreement.

No Consolidation of Claims / Waiver of Class Claims

The School and employee agree to individualized arbitration, with claims pertaining to different employees to be heard in separate proceedings. This means that no other person shall be entitled to join or consolidate in arbitration any claim by or against other current or former School employees. As such, except as set forth above, the School and employee agree that both the School and employee hereby waive any right to bring on behalf of other persons, or to otherwise participate in, a class, collective or representative action (i.e. a type of lawsuit in which one or several persons sue on behalf of a larger group of persons).

Arbitration Procedures; Final and Binding Award

The arbitration shall be conducted by a single neutral arbitrator in accordance with the then-current Employment Arbitration and Mediation Procedures of the American Arbitration Association ("AAA"), which can be viewed at http://www.adr.org/employment. The School will provide the employee with a copy of these rules upon request. The arbitration shall take place in the county of the state in which the employee is or was last employed by the School, unless the School and the employee mutually agree on a different location. All parties shall be entitled to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. Any disputes between the parties regarding the nature or scope of discovery shall be decided by the arbitrator. The arbitrator shall hear and issue a written ruling upon any motions brought by either party, including but not limited to, motions for summary judgment or summary adjudication of issues.

After the hearing, the arbitrator shall issue a written decision setting forth the award, if any, and explaining the basis therefore. The arbitrator shall have the power to award any type of relief that would be available in court. The arbitrator's award shall be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction. In the event of any conflict in the arbitration procedures set forth in this Agreement and the AAA rules specified above, the AAA rules shall control.

Notwithstanding the foregoing, and regardless of what is provided by AAA's rules, the arbitrator will not have authority or jurisdiction to consolidate claims of different employees into one proceeding, nor shall the arbitrator have authority or jurisdiction to hear the arbitration as a class, collective or representative action.

Governing Law

The School and employee understand and agree that any disputes and claims to be arbitrated under this Agreement shall be governed by the laws of the state in which the employee was employed at the time the arbitrable disputes or claims arose. This Agreement is governed by the Federal Arbitration Act. The School and employee intend that this Agreement be limited to those claims that may legally be subject to a pre-dispute arbitration agreement under applicable law. A court construing this Agreement may therefore modify or interpret it to render it enforceable.

Costs of Arbitration

The School and employee agree that the School will bear the arbitrator's fee and any other type of expenses or cost that the employee would not be required to bear if they were free to bring the disputes or claims in court. Otherwise, the School and employee shall each bear their own attorneys' fees and costs incurred in connection with the arbitration. The arbitrator shall have the authority to award attorneys' fees and costs as required or permitted by applicable law. If there is a dispute as to whether the School or employee is the prevailing party in the arbitration, the arbitrator will decide the issue.

Severability

The School and employee understand and agree that if any term or portion of this Agreement shall, for any reason, be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of this Agreement shall not be affected by such invalidity or unenforceability but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

Complete Agreement

The School and employee understand and agree that this Agreement contains the complete agreement between the School and employee regarding the subjects covered in it; that it supersedes any and all contrary prior representations and agreements between the School and employee on these subjects, if any; and that it may be modified only in writing, expressly referencing this Agreement and employee by full name, and signed by an authorized representative of the School and the employee.

Knowing and Voluntary Agreement

The employee has been advised to consult with an attorney of their own choosing before signing this Agreement. The employee agrees to read this Agreement carefully and understands that by signing it, they are waiving all rights to a trial or hearing before a judge or jury with respect to any and all disputes and claims regarding employee's employment with the School or the recruitment to or termination thereof that are subject to arbitration under this Agreement.

Section V: Operational Considerations

A. Employer Property

Anything purchased with school funds such as computers and educational materials are considered School property and must be maintained according to School rules and regulations. School property is to be used only for work-related purposes. The School reserves the right to search and inspect all School property and any property used by employees in work related duties to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

Employees may make or accept personal telephone calls, text messages, or emails within reason during working hours to perform important personal business. It is also acceptable to use a computer to perform the same minimal personal tasks. Employees may not use the School's phone to make personal calls that would incur long distance fees.

The School may periodically need to assign and/or change passwords and personal codes for voicemail, email and computer. Except as provided herein, these communication technologies and related storage media and databases are to be used only for School business and they remain the property of the School. The School reserves the right to override any such password system at any time at its sole discretion, with or without cause.

Prior authorization must be obtained from the CEO or designee before any School property may be removed from the School offices, except in the course of normal movement of educational materials/computers by the employee. In this case, regular check-out/tracking procedures must be followed.

Terminated employees who work at a school office should remove any personal items at the time they leave the School office. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Employees must safeguard and not damage/destroy School property, including computer hardware or software, e-mails, internal files, notes and correspondence, student records, papers, recordings, pictures, screenshots, and any other items of any nature that belong to or concern the School. Upon separation of employment, employees must return all of the School's property and proprietary information as soon as possible, no later than 72 hours from the final date of employment, and not share, destroy, or retain any copies of such property and information.

Any employee who is found to have neglected or misused the School's property will be subject to disciplinary action up to and including termination. If an employee's misuse of the School's property damages the property, the School reserves the right to require the employee to pay all or part of the cost to repair or replace the property. Misappropriation of the School's property is grounds for immediate termination and possible criminal action.

B. Use of Electronic Media

The School uses various forms of electronic communication including, but not limited to computers, email, telephones and web sites. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the School and are to be used only for School business and not for any personal use, except as allowed above.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose that is illegal, against School policy or not in the best interest of the School.

Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, discrimination, harassment, or related actions will be subject to discipline up to dismissal. The School reserves the right to require authorization prior to installation of software on a School computer and/or mobile devices.

All electronic information created by any employee using any means of electronic communication is the property of the School and remains the property of the School. With School approval, employees may use personal passwords for purposes of security, but any employee's use of a personal password does not affect the School's ownership of the electronic information. The School may at any time override all personal passwords for any reason.

The School reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of School policy or any law occurs. Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by school administration.

Access to the Internet, websites, and other types of School-paid computer access are to be used for School related business. Any information about the School, its products or services, or other types of information that will appear in the electronic media about the School must be approved by the CEO or designee before the information is placed on an electronic information resource that is accessible to others.

Questions about access to electronic communications or issues relating to security should be addressed to the CEO or designee.

C. Social Media

Social media can serve as a powerful tool to enhance communication. This technology can provide many benefits for communication. This section addresses employees' use of publicly available social media networks including: personal Websites, Web logs (blogs), WIK.Is, social networks, online forums, virtual worlds, and any other social media platforms. The School takes no position on employees' decision to participate in the use of social media networks for personal use on personal time. However, use of social media for personal use during School time or on School equipment is prohibited. In addition, employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

General Statement

The line between professional and personal relationships is blurred within a social media context. When employees choose to join or engage with students, families or fellow employees on ~~in a~~ social media platforms ~~context that exists~~ outside those approved by the School, they are expected ~~advised~~ to maintain their professionalism as School employees and are responsible ~~have responsibility~~ for addressing inappropriate behavior or activity on these networks, including requirements for mandated reporting obligations. Employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

Employees are expected to serve as positive ambassadors and to remember they are role models to students in the community. Because readers of social media platforms ~~networks~~ may view the

employee as a representative of the School, ~~the School requires~~ employees must~~to~~ observe the following guidelines ~~rules~~ when referring to the School, its students, programs, activities, employees, volunteers and communities on any social media platforms~~networks~~.

Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media platform ~~network~~ or engage in communications or conduct that is harassing, threatening, bullying, libelous, or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying. Be sensitive about linking to content. Redirecting to another site may imply an endorsement of its content.

Employees must make clear that any views expressed are their own ~~the employee's views alone~~ and do not necessarily reflect the views of the School. Employees may not act as a spokesperson for the School or post comments as a representative of the School, except as authorized by the CEO or designee. When authorized as a spokesperson for the School, employees must disclose their employment relationship with the School.

Professional Boundaries and Electronic Communication With Students

Consistent with the School's Professional Boundaries Policy and the requirements of California SB 848, employees must maintain appropriate professional boundaries with students in all forms of electronic communication, including social media platforms, text messaging, and other digital channels.

Employees are prohibited from engaging in one-on-one electronic communication with students, including via social media, direct messaging, or text, that excludes the student's parent or guardian, except in circumstances where such communication is necessary for legitimate academic purposes and is conducted through School-approved platforms. Any such communication should be brief, professional, and limited to academic or school-related matters. Age and grade level of students should inform the degree of caution applied, with greater restrictions observed for students under the age of 18.

Employees should not connect with students on personal social media accounts or allow students to follow personal accounts. School employees' personal social networking profiles and blogs should not be linked to students' online profiles. Employees should not have social media interactions with students outside of School-approved platforms dedicated to academic use.

When contacting students outside of school hours, communication must be kept to a minimum, conducted through School-approved channels whenever possible, and limited strictly to academic support or general information relevant to all students. Employees must never use electronic communication to disclose confidential information or engage in conduct that would otherwise violate this policy or the School's Professional Boundaries Policy.

Employees are reminded that electronic communications with students may be subject to review by the School and that violations of these standards may constitute grounds for disciplinary action up to and including termination, and may also implicate state law.

Protect confidential information. Employees may not disclose information on any social media network that is confidential or proprietary to the School, its students, or employees or that is protected by data privacy laws. Employees should be thoughtful about what they publish and must make sure they do not disclose or use confidential information. Students, parents, and colleagues should not be cited or obviously referenced without their approval. For example, ask permission before posting a student (s)/co-worker'(s) picture on a social network (student photos require parental consent) or publishing a conversation that was meant to be private.

It is acceptable to discuss general details about student projects, lessons, or school events and to use non-identifying pseudonyms for an individual (e.g., teacher, students, parents) so long as the information provided does not make it easy for someone to identify the individual or violate any privacy laws. Public social networking sites are not the place to conduct School business with students or parents; please conduct these interactions using the School's network.

Employees may not post any private images of the School premises and property, such as workrooms, offices, including floor plans. Nothing in this policy is meant to prevent employees from posting information that is allowable by the National Labor Relations Act.

Be transparent. Honesty or dishonesty will be widely available on social media. If the employee is posting about their role at the School, the employee must use their real name and identify their employment relationship. The employee must be clear about their role; if they have a vested interest in something being discussed, to be the first to point it out.

Perception can be reality. In online networks, the lines between public and private, personal and professional are blurred. Employee's identification as a School employee, may create perceptions about expertise and about the School by community members, parents, students, and the general public. When posting online be sure that all content is consistent with employee work values and with the School's beliefs, core values and professional standards.

Work/Personal Distinction. Staff members are encouraged to maintain a clear distinction between their personal social media use and any School-related social media sites. The employee may consider setting up separate social media accounts for personal and professional use.

Personal Social Networking & Media Accounts. Before employees create or join an online social network, they should ask themselves whether they would be comfortable if a 'friend' decided to send the information to their students, the students' parents, or their supervisor. School employees must be mindful that any Internet information is ultimately accessible to the world.

Social Interaction with Students. Employees should not have online interactions with students on social networking sites outside of those forums dedicated to academic use. School employees' personal social networking profiles and blogs should not be linked to students' online profiles.

Contacting Students Off-Hours. Employees should only contact students for educational purposes

and must never disclose confidential information possessed by the employee by virtue of their employment. Contacting students after hours must be kept to a minimum and be strictly for the purpose of academic support or to relay general information to all students.

Be a positive role model. Educational employees have a responsibility to maintain appropriate employee-student relationships, whether on or off duty. Both case law and public expectations hold educational employees to a higher standard of conduct than the general public. Employees must be mindful that their online presence and conduct, even on personal accounts and personal time, may reflect on the School and on their professional standing. Content posted online should be consistent with the professional standards expected of School employees.

School Logo. The use of the School logo(s) on a social media site or elsewhere must be approved by the CEO or designee.

The School expects all who participate in social media to understand and follow these guidelines.

D. Public Relations

Serving students and families requires a variety of professional skills. School employees are expected to demonstrate the following communication skills and abilities:

1. Ability to transmit passion for learning to students and families.
2. Flexibility and adaptability.
3. Well developed, clear communication and interpersonal skills that maintain a respectful, professional and courteous manner.
4. Conflict resolution skills.
5. Openness to differing views and objectives.
6. Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
7. Serve the student and parent's needs to the best of their ability without allowing their own convenience to interfere.

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by the employees; employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

Below are several things employees can do to help leave people with a good impression of the School. These are the building blocks for continued success.

1. Communicate regularly.
2. Act competently and deal with others in a courteous and respectful manner.
3. Communicate pleasantly and respectfully with other employees at all times.
4. Follow up on requests and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
5. Respond to email and voicemail within 24 hours during the workweek.

6. Take great pride in their work and enjoy doing their very best.
7. Be proactive and work to anticipate the needs of those being supported.

When an employee encounters an uncomfortable situation that the employee does not feel capable of handling, their supervisor should be contacted immediately. If a problem develops or if a parent remains dissatisfied, the employee should contact their supervisor for assistance.

Employees should not speak to the media on the School's behalf without contacting the School's CEO or designee. All media inquiries should be directed to the CEO or designee.

E. Solicitation & Distribution

In order to ensure smooth operations, the School has established the following guidelines to be respected while at work. As long as it is done during non-working hours for all employees involved (such as meal periods or rest breaks), employees are permitted to engage in solicitation (i.e., asking for contributions, selling merchandise) anywhere on School premises, as long as it is done in a non-disruptive and inoffensive manner. Employees may only engage in distribution (i.e., handing out pamphlets, literature, petitions) during non-working hours for all employees involved and in non-working areas (such as the lunch room). Solicitation or distribution is not allowed in areas open to the public. Employees are prohibited from posting notices on the School bulletin board or in any other office location and from removing any items without management approval. The School may, at its discretion, authorize certain fund-raisers and collections for employee gifts. Employees who want to organize such an event, must obtain prior approval from the supervisor. Solicitation and distribution by non-employees is prohibited at all times on School property.

F. Inclement Weather/Emergency Closings

At times, emergencies such as severe weather, fires, or power failures can disrupt School operations. The decision to close the school~~office~~ will be made by the CEO or designee. When the decision is made to close the school~~office~~, employees will receive official communication ~~notification~~ from their supervisors regarding remote work, scheduled in-person meetings, and student services as soon as practicable. Time off from scheduled work due to emergency closings will be unpaid for all nonexempt employees. However, employees eligible for vacation may elect to utilize their available vacation hours in order to remain in paid status.

Employees should not conduct in-person meetings in public locations if conditions are unsafe or if public facilities are closed and should coordinate alternative arrangements with their supervisor. ~~Employees are encouraged to listen to local news and radio reports.~~ In general, the School will follow the decisions of the local community. Days that the School is closed due to inclement weather or other emergency may create a need to extend the work year
or shorten holiday breaks.

Section VI: Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help maintain a safe workplace, everyone must be safety-conscious at all times. In compliance with

California law, and to promote the concept of a safe workplace, the School maintains an Injury and Illness Prevention Program.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity. See the School's Safety Plan for more information.

A. Student Safety

The effective employee is concerned for the welfare of students and takes measures to insure their welfare. Nevertheless, it is important to be aware of the possible consequences of negligence. The employee is responsible to act in a reasonable and prudent manner at all times. Specifically, the employee must do the following:

1. Never leave students unsupervised and ensure that another responsible adult is present when leaving students.
2. Require students to conduct themselves in an orderly, safe manner and administer such disciplinary actions as are reasonable and proper in any situation involving student misconduct.
3. Report any unsafe conditions to the supervisor so that it may be corrected.
4. Strictly adhere to all stated policy of the district and of the School.

Failure by employees to meet their responsibilities may have severe consequences (e.g., revocation of their license, criminal charges, etc.). Additionally, teachers may be held legally liable for negligence in the performance of their duties.

B. Employee Safety

The School is committed to providing the resources necessary to develop, implement, and administer a safety program for the protection of its employees. All administrative personnel and employees are expected to meet their responsibilities to make the safety program effective and productive. Periodic reviews of the safety program will be conducted by administration to maintain its effectiveness.

Employees who conduct work-related duties in public or offsite locations (including libraries, cafes, or community spaces) are expected to exercise reasonable judgment to ensure personal safety. Employees should immediately remove themselves from any situation they reasonably believe to be unsafe and report the concern to their supervisor or HR without fear of retaliation.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the supervisor, CEO, or HR. When reporting the injury, the employee should advise staff if emergency services should be involved, or if the injury requires medical attention. HR will help determine the best course of action. If an injury does not require medical attention, an Employer Report of Injury/Illness Form must still be completed in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred. The employer will immediately notify OSHA in the event the employee sustains a serious illness, injury, or exposure that results in hospitalization as per

CalOSHA guidelines.

C. Transporting Students

Employees are not permitted to transport students. In the event a student needs transportation for a school-related purpose, the School will arrange for transportation in coordination with the parent or guardian.

D. Employee Driving Policy

MYA must ensure that risks to the School are minimized and ensure that only safe drivers are allowed to drive on School business. The Board requires that all employees who regularly drive as part of their job duties ("Driving Employees") meet minimum standards of safety and insurance, which must be verified by the School. Driving employees must obey all traffic laws and drive safely while on School business.

Positions requiring driving shall state such in the job description and staff will be required to maintain a valid driver's license and vehicle insurance in order to meet the minimum qualifications of the position and perform the essential duties of the role. This policy covers all school employees and violation of the School's policy is grounds for discipline up to and including termination.

Driver's License and Insurance Coverage

1. In order to operate a personal vehicle when used to perform MYA business, Driving Employees must have a valid driver's license and automobile insurance meeting the minimum standards established in this policy at all times. Evidence of the Driving Employee's driver's license and automobile insurance certificate will be kept on file. The Driving Employee is responsible for providing an updated driver's license and automobile insurance certificate whenever it expires or upon request. The Director or designee must be notified immediately if the Driving Employee no longer has a valid driver's license or insurance certificate.
2. Any Driving Employee whose driver's license or insurance certificate lapses or is canceled or revoked for any reason, and who cannot otherwise arrange for travel as required by their position, may be terminated or placed on inactive/unpaid status until the issue is remedied.
3. MYA requires that a Driving Employee carry the following insurance amounts and coverage:
    a. Automobile Liability - $100,000 per person; $300,000 per occurrence
    b. Property Damage - $50,000 per occurrence
    c. Medical Payments - $5,000 per person

Notification of Traffic Violations Resulting in Criminal Convictions

MYA receives notifications from the Department of Justice (DOJ) when an employee has been arrested and when there has been a conviction for a crime. Notification of a traffic violation resulting in a misdemeanor or felony charge will be discussed with the employee. Certain driving violations may be grounds for termination from a position that requires regular driving such as:

1. Attempting to evade a police officer
2. Driving with a revoked or suspended license
3. Hit and run

4. Speeding over one hundred (100) miles per hour
5. Reckless driving
6. Driving under the influence of drugs and alcohol

Responsibilities of Human Resources

When recruiting for positions that require the employees to operate a vehicle, the posting notice shall advise applicants that a current driver's license record and verification of automobile insurance will be required prior to a final job offer.

Employee Responsibility

Employees are responsible for maintaining driver's licenses and special certificates required for the performance of job duties. Employees are also responsible for promptly notifying their supervisor of expiration, conviction, or other DMV actions against their driver's license or certificate by no more than five (5) business days from the occurrence.

Use of Electronic Devices While Operating a Vehicle

MYA recognizes staff members may spend a considerable amount of time driving for business purposes. It is the intention of the School to ensure all staff members are safe while driving a vehicle. Although hands-free options are available, it is the policy of the School to discourage employees from utilizing a cell phone or other electronic devices while operating a vehicle. Distracted driving can be described as any visual, cognitive or manual distraction which takes attention away from the task of safe driving.

Employees are expected to follow all federal and state distracted driving laws. Employees who are charged with traffic violations resulting from the use of an electronic device while driving will be solely responsible for all liabilities that result from such actions.

The School highly encourages employees to use their best judgment and reserve all conversations conducted on an electronic device for when they are not in operation of a vehicle. It is recommended that employees find a safe location and park their vehicle prior to placing or accepting a telephone call. Texting while driving is prohibited. Voice texting while driving is strongly discouraged. Safety must come before all other concerns.

Revocation of Driving Privilege

1. The Human Resources Director or designee will monitor the subsequent arrest notifications from the DOJ. Any Driving Employee who is convicted of a DUI, loses their driver's license or driving privilege, or is deemed to be a "negligent operator" by the DMV, and fails to make suitable arrangements for alternative transportation to maintain meetings as an essential function of their position will immediately be placed on unpaid administrative leave.

2. Seatbelts are an essential element of the School's safety procedures. To emphasize seat belt awareness, one (1) seatbelt violation while on MYA business will equate to a moving violation and may lead to disciplinary action. Repeat seatbelt violations could lead to termination of the at-will employment agreement.

Alternative Transportation

All employees must make suitable arrangements to ensure timely attendance at all appointments that

are essential job functions. With the advance approval of the Director or designee, the employee may be reimbursed the actual miles traveled using the Schools' current mileage reimbursement rate, for their travel using public transportation or rideshare service where a personal vehicle is not available or alternative transportation is not feasible. Driving Employees will not be reimbursed additional charges and expenses outside of the actual miles traveled for utilizing a rental car, taxi, or rideshare service in the event that the employee's personal vehicle is unavailable.

Nothing in this policy is intended to replace the employer's responsibility to engage in the interactive process with an employee who has requested accommodation due to an illness, injury, or disability. The HR manager or designee will ensure compliance in all matters pertaining to this policy.

E. Contagious Illnesses in the Workplace

The School realizes that employees with contagious temporary illnesses such as influenza (including COVID-19, H1N1 or Swine Flu), colds, and other viruses, or other communicable diseases may wish to continue with normal life activities, including working. In deciding whether an employee with an apparently short-term contagious illness or communicable disease may continue to work, the School considers several factors. The employee must be able to perform normal job duties, meet regular performance standards; and, in the School's judgment, pose no potential risk to the health or safety of the employee or others. If the School determines that an employee is unable to perform normal job duties; meet regular performance standards; or represents a potential risk to the health or safety of the employee or others, the School reserves the right to send the employee home and require the use of any available sick or vacation time, and if none is available the time would be unpaid. If an employee disagrees with the School's determination that such a risk exists, the employee must submit a statement from their attending healthcare provider that the employee's continued presence at work poses no significant risk to the employee, other employees, or students before they are allowed to return to work.

The following are general health and hygiene practices recommended by the Centers for Disease Control:

1. Stay home when sick. An employee should not return to work until they have been free of a fever for at least 24 hours.
2. Use proper etiquette: cover the cough or sneeze with a tissue or cough or sneeze into the elbow.
3. Wash hands often, especially after sneezing, coughing, or having contact with others. Alternatively, use a hand gel disinfectant and rub hands until the gel is dry.
4. Avoid touching eyes, nose, or mouth.
5. Ensure that general use office machines, such as shared computers, faxes, and copiers, are wiped down with disinfectant.
6. Healthy lifestyles are encouraged, including good nutrition, exercise, and adequate rest.
7. Supervisors will encourage employees to utilize paid sick and vacation if available to cover absences due to contagious temporary illnesses. Please contact HR regarding any questions about the possible contagious nature of any illness in the workplace.

The School will comply with all applicable statutes and regulations that protect the privacy of

persons who have a contagious or communicable disease.

In the case of a pandemic (such as COVID-19, H1N1 or Swine Flu) or illness, the School may implement specific procedures through its emergency communication action plan including utilizing employees in essential operation positions; implementing controls and scheduling in the work environment; encouraging ill employees to stay home; modifying work schedules; implementing telecommuting; minimizing non-essential travel; social distancing (reducing frequency, proximity, and duration of contact between people); utilizing phone, email, and video-conferencing; personal protective equipment (PPE); and education and training on safe work practices, risk factors, and protective behaviors. Employees will be notified if the emergency communication action plan is implemented.

F. Gun Violence Restraining Order

If an employee, parent, or student demonstrates a substantial likelihood of significant danger or harm to self or others, a gun violence restraining order petition may be filed. The petitioner may be an immediate family member, law enforcement officer, employer, co- workers with employer approval who regularly interact with the person, or an employee or teacher of a secondary or post-secondary school. A copy of the restraining order is to be submitted to human resources. An employee who seeks or assists in seeking a Gun Violence Restraining Order will not be subject to retaliation and any information shared will be handled in accordance with applicable confidentiality requirements.

Section VII: Employee Wages and Benefits

A. Wages

Several factors may influence the compensation for a position. Each position is defined by a broadly written job description that indicates the duties to be performed and the necessary knowledge, skills, and abilities for the assignment. These factors are reviewed when determining the appropriate compensation. Some of the items the School considers are the nature and scope of the job duties, what other employers pay their employees for comparable jobs (external equity), what the School pays their employees in comparable positions (internal equity), and individual work as well as performance. Wages are also affected by legislative changes and the State's economy and may be adjusted upward or downward as changes occur.

Initial step placement will be based on related prior experience, with a maximum entry placement of step five. The Director is given authority to offer a higher entry step placement in areas of shortage such as math, science, or special education in order to secure highly qualified candidates for positions. Step advances will be considered for employees who remain in paid status for at least 75% of the work year calendar. Consideration for step advancement will also be based upon the School's budget solvency, successful employee performance, and any other relevant factors.

The employee's performance review will usually be conducted on or about the end of the fiscal year. A positive performance review will not necessarily result in a change in compensation.

B. Stipends

Stipends may include supplies, cell phone/internet, and/or mileage. Stipends may also be issued for performing specific additional job duties. Stipends may be evenly distributed across the employee's pay periods or issued at the time the services are rendered. All stipends will be reviewed annually.

C. Paydays

All salaried exempt employees are paid on the 26th of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the prior day of operation.

Hourly and salaried nonexempt employees are paid on the 10th and 26th of each month. Hours worked from the 16th through the last day of each month will be paid on or before the 10th of each month. Hours worked from the 1st through the 15th of the month will be paid on or before the 26th of each month. For more information on pay periods, please contact HR.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Employees will be paid through manual checks or through direct deposit of funds to savings or checking accounts at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form may be obtained from HR. Due to banking requirements it may take several weeks for activation of the direct deposit.

Every effort is made to avoid errors in calculating and distributing paychecks. Employees should inform HR if they believe an error has been made or pay has not been received. HR will take steps to research the problem and endeavor to make any necessary corrections as soon as possible or at least by the next regular pay day.

D. Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) for non-credentialed employees, CalSTRS for eligible Teachers/Administration and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. For non-credentialed employees: Social Security (FICA) - The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School. The current tax rate is used in the calculation. Each party is responsible for contributing. Eligible credentialed employees participating in CalSTRS do not contribute to Social Security.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

5. For credentialed employees contributions will be deducted and remitted to California State Retirement System (CalSTRS). The CalSTRS is a special trust fund established by California law. Per the guidelines of CalSTRS, the school will abide by membership eligibility. A contribution withdrawal begins with the first pay period. This contribution is in lieu of Social Security withholding tax from the paycheck. Additionally, the School contributes into the CalSTRS fund. All employee and employer contributions are determined by CalSTRS. Further information regarding CalSTRS accounts can be found at www.CalSTRS.com.
6. For all employees participating in employee benefits offerings such as health insurance, the employee contribution for benefits (the amount that exceeds the employer's contribution towards benefits) will be deducted from the employee's paycheck. The amount will be discussed and approved prior to the deduction being made. Please reference "Employee Cost Sharing" under the under "Employee Benefits" section of the Handbook for more information.

Every deduction from the paycheck is explained on the paystub, which will be available in the HR/Payroll Information System. If any deduction is unclear, contact HR.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal and State Withholding Tax deduction is determined by the employee's W-4 (Federal) and DE-4 (State) forms. The W-4 and DE-4 forms are to be completed upon hire. The employee may change the number of withholding allowances they wish to claim for Federal Income Tax purposes at any time in the HR information system by updating their W-4 and DE-4 withholdings.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and provided to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld, and total wages.

While the School strives to process payroll correctly, an error may occur from time to time. If this happens, every effort will be made to correct the problem as quickly as possible and to avoid future errors of a similar nature. Employees will not be subjected to discrimination, harassment, or retaliation for coming forward with a complaint or question about their paycheck.

E. Wage Attachments and Garnishments

When an employee's wages are garnished by court order, the School is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. The School will, however, honor the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from an employee's paycheck.

F. Employee Benefits

The School is committed to providing quality and cost effective benefit options (e.g. health, dental, vision, and life insurance) for eligible employees as part of the total employee compensation. Benefit eligibility may be dependent upon employee classification (full-time versus part-time, for example). Benefit eligibility requirements may also be imposed by the School and/or plans themselves. Policies, provisions and procedures that govern the organization's benefit program apply to all regular full-time

and part-time employees, whether exempt or nonexempt status, unless otherwise noted in the employment agreement.

1. Employee Cost Sharing

Voluntary employment benefits, those benefits that are not mandated by state or federal law, are selected and controlled by the School. Decisions to provide and continue providing these benefits are based on such considerations as cost, composition of the workforce, operational efficiency, and desirability of benefit provisions. Where costs of discretionary insurance benefit plans exceed the School's interest, ability, or willingness to pay the full premium rate to maintain the current benefit level, employees may be required to share in the cost in order to continue the insurance plan coverage.

Exempt ***(FTE)***	Non-Exempt ***(Hours per Week)***	***Tiered Benefit Stipends *(for Health, Dental, and/or Vision)***
.75+ FTE	30+ hours	$1,666/month
.50 - .74 FTE	20-29 hours 14-21 Students	$733.33/month
.49 FTE or less	19 hours or less 13 or less student	not eligible

A review of all teachers‘ student counts is conducted in September and February each school year for the purpose of establishing benefit eligibility. This review is called the benefits snapshot. Additionally, HR will review the student counts on the teachers roster as of the 15th of each month in order to provide benefits to anyone who becomes eligible. If a teacher is deemed eligible for benefits based on their student count, they will be provided the opportunity to enroll in benefits with an effective date of the 1st of the following month. Benefits eligibility would then remain in place until the next snapshot review.

2. Benefit Design and Modification

The School reserves the right to design plan provisions and to add, eliminate, or in other ways modify any School provided benefits described in this handbook or elsewhere in plan documents, where and when it is deemed in the School's best interest to do so. These benefits are subject to change depending on management decisions and resources.

3. Benefit Plan Documents

Employees will be provided with summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents will govern. All of these official documents are readily available from HR for review. Questions about this information should be directed to HR.

4. Right to Modify

The School reserves the right to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to

retirees and their dependents to the extent allowed by law. Notice of any such changes will be provided, as required by law. Further, the School reserves the exclusive right, power and authority to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans, to the extent allowed by law. This section is subject to change in accordance with changes in the law.

5. Changes in Health Benefits

Employees may make changes to their plans outside of open enrollment if they experience a Qualifying Life Event (QLE). Examples of such events include marriage, divorce, birth, adoption, loss of coverage, etc. An employee has 30 days from the date of the QLE to notify human resources and enroll in or make changes to their health plan. For more complete information regarding any of the benefit programs, please contact HR.

6. COBRA Benefits

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours, leave of absence, divorce or legal separation, and a dependent child no longer meet eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of the coverage at the group rates plus an administration fee. The School or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the health insurance plan. The notice contains important information about the employee's rights and obligations.

7. Look-back Measurement Method - Seasonal and Variable Hour Employees

For seasonal employees as well as part time employees hired to work less than 20 hours per week the School will use a look-back measurement method to determine benefit eligibility status. This method is used to determine the benefits eligibility status of an employee by looking back over a defined period of time (12 months) to determine if the employee averaged at least 20 hours per week during that period.

- The initial measurement period begins on the first day of the calendar month following the employee's start date.
- An administrative period of 60 days in addition to the initial measurement period will be used to determine if an employee has satisfied the requirement of an average of 20 hours per week to be eligible for coverage.
- A stability period (designated period where coverage must be offered) of 12 months will be offered to all individuals identified as employees working at least 20 hours per week on average during the measurement period.
- After a new variable-hour or seasonal employee has been employed for a standard measurement period, the employee is considered to be an ongoing employee and will have their hours measured from open enrollment or plan year.

G. Retirement Plan Benefits

The School is committed to providing retirement benefits to the employees. Plan details may be obtained through HR.

403(b)/457(b) Deferred Compensation Plan

All employees may open a 403(b) and/or 457(b) account and make voluntary contributions through payroll deductions.

Classified Employees

Classified employees who work at least 20 hours per week are eligible for employer contributions as outlined below:

- **Guaranteed Contribution (457(b) only):** The School provides a guaranteed employer contribution equal to 5% of the employee's base annual salary. To receive this contribution, the employee must open a 457(b) account. No employee contribution is required to receive the guaranteed 5%.
- **Matching Contribution (403(b) or 457(b)):** The School will provide a dollar-for-dollar matching contribution up to an additional 5% of the employee's base annual salary, provided the employee contributes at least 5% through payroll deductions. The employee may contribute to a 403(b), 457(b), or both to be eligible for the match. Matching contributions will be made to the same account(s) the employee contributes to.

Eligible employees are immediately vested in all employer contributions. Seasonal employees are not eligible for employer contributions.

Certificated Employees

Certificated employees are not eligible for additional employer contributions to a 403(b) or 457(b) plan. However, they are eligible to open and contribute voluntarily to either or both plans through payroll deductions.

Certificated employees are enrolled in the **California State Teachers' Retirement System (CalSTRS)**. CalSTRS is a defined benefit pension plan for public school educators in California. Both the employee and employer make mandatory contributions as required by the state. Retirement benefits under CalSTRS are determined based on a formula that includes age at retirement, years of service, and final compensation.

H. Expense Reimbursement Process

1. **Supplies**

Due to the virtual nature of this business, it may sometimes be most practical for employees to initiate purchases locally and be reimbursed for those expenses. Reasonable, actual business expenses

incurred by employees for the purpose of conducting business on behalf of the School shall be reimbursed upon approval. Pre-approval by a supervisor is required in the event the employee wishes to purchase an item.

2. Travel

The School will only reimburse actual and necessary expenditures for staff. Attendees shall be held accountable for good judgment regarding expenditure of tax dollars. All expenditures must have scanned copies of itemized original receipts, regardless of the amount. The School shall not reimburse personal travel expenses including, but not limited to, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on school-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on school business. Factors such as variances in regional costs, travel duration and extenuating circumstances will be considered when approving travel reimbursement. In addition to those items listed below, associated travel fees such as parking fees, taxis/shuttles, and luggage handling are reimbursable expenses.

Employees are pre-approved to expense those costs associated with traveling for school-related purposes including testing and professional development. Scanned copies of original itemized receipts are required for reimbursement.

3. Mileage

The mileage reimbursement rate is based on the rate established by the Internal Revenue Service. All Employees are required to submit reimbursement for mileage through TripLog.

4. Hotel Rooms

Lodging shall be for those days associated with attending the activity, including, if necessary, the night before. Good judgment shall be used to seek the most reasonable accommodations. Hotel rooms are reimbursed for employees traveling over 120 miles one way. A hotel stay for a distance less than 120 miles must have prior approval. Hotel rooms must be under $199 per night before taxes. If an employee chooses to stay at a hotel that exceeds this, when a hotel within price range and a 15 mile radius is available, the balance above and beyond must be deducted from the total expense on the expense report. If a hotel is not available within this price range, pre-approval of the expenditure is required. Upon checkout from the hotel, the employee must obtain and submit a zero-balance sheet in order to be reimbursed for a hotel charge.

5. Meals

Employees who are required to work or participate in training away from the regular work location may be reimbursed the cost of meal(s). Meals provided in conjunction with conferences, workshops, seminars, meetings that exceed these amounts are excluded from these limitations. No meals will be reimbursed for meals provided at/during the conference/training. The reimbursement rates are: $22 for breakfast, $23 for lunch, $36 for dinner plus service gratuity maximum of 18%. The total amount reimbursed for meals per day will not exceed $81. Alcohol is not reimbursable and must be deducted from any reimbursement requests. If an employee exceeds the allotment for meal expenses, the balance above the daily allocation will be deducted from the total expense on the expense report.

6. Postage

Employees will be reimbursed for any postage related expense requested by the School. Employees must get pre approval from a supervisor for shipping expenses and must discuss the best shipping

method with the supervisor.

7. Procedure for Expensing

Employees must have pre-approval prior to making any purchases that will warrant reimbursement. Approval may be obtained by sending an email to the CEO or Director with a short description of what will be purchased.

Expense reimbursements must be submitted in TripLog within thirty (30) days of the charge. Expense reports submitted after this time may not be reimbursed within the current cycle and/or may be delayed and processed in the next cycle.

Section VIII: Leaves, Vacation, and Holidays

A. Healthy Workplaces/Healthy Family Act of 2014

The School, in compliance with the Healthy Workplaces/Healthy Family Act of 2014 (AB 1522), allows all full time and part time employees who work at least 30 days within a year in California to accrue paid sick leave hours. Accrual begins on the first day of employment. The employee must work at least 30 days before taking any available accrued sick leave.

B. Paid Sick Leave

Paid sick leave may be used for an employee's own illness, for preventive care or diagnosis, care or treatment of an existing health condition, or time off to care for an ill or injured family member or dependents, which include children, parents, spouse, registered domestic partner, grandparents, grandchildren, siblings and a designated person~~those related to the employee by blood or affinity equivalent~~. "Child" means a biological child, a foster child, an adopted child, a stepchild, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law. "Designated person" means a person identified by the employee at the time the employee requests paid sick days. Only one individual may be a "designated person" per 12-month period.

Sick leave may also be used when an employee needs to manage matters surroundings domestic violence, sexual assault, or stalking; when their worksite or their child's school or daycare closed due to public health emergencies; to comply with jury duty service; to appear in court as a witness pursant to a subpoena or other court order; to attend judicial proceedings related to certain crimes where the employee or a family member is a victim, including delinquency hearings, bail or release determinations, plea or sentencing hearings, postconviction proceedings, or any hearing at which the victim's rights are at issue; or any other reason permitted by law.

The School is committed to maintaining the confidentiality of the reason an employee uses paid sick leave. Information regarding the purpose of an employee's sick leave will not be

disclosed except as required by law.

Except in the case of an illness or emergency, sick leave must be requested as soon as practicable in advance by submitting the request through the payroll system. In the case of an illness or emergency, sick leave must be requested for pay through the payroll system before the end of the current pay period. Employees using extended sick leave (in excess of 5 days) must submit a request at least two weeks before the extended leave. Additionally, Employees must notify their supervisor (via email or phone) when requesting or taking sick leave.

Employees requesting sick leave for extended absences may be required, in limited circumstances, to submit a health care provider's statement or, in cases of individuals with sincerely held religious beliefs in faith healing or comparable religious practices, a statement authorized under EEOC guidelines, stating the reason for absence and dates of illness. Employees absent more than five (5) days may be required to submit a health care provider's statement or note that the employee is fit for return to service.

Employees will be paid their regular compensation when using paid sick days. Sick leave hours will not be advanced ahead of the earned accrual.

Employees may use sick leave in thirty-minute minimum increments, which will be deducted from the employee's accrual balance. Employees will not be retaliated against for requesting or using paid sick leave for any purpose permitted by law. Employees are not required to find a replacement for their work as a condition of using paid sick leave. ~~while taking protected sick time.~~ Paid sick day balances are available for employee review through the payroll system and on pay stubs. For all hours submitted as sick leave, the time will be uninterrupted and the work day schedule will not need to be adjusted to accommodate the absence.

Any unused sick hours will roll over from year to year. Sick leave hours will not be advanced to an employee ahead of the earned accrual rate. Accrued, but unused sick days are not paid out by the School at the time of separation. However, employees who terminate employment and are rehired within one (1) year of termination (or 6 months for employees working in the city of San Diego) regain their previously unused accrued sick leave.

Any employee who continues to be absent after their sick leave accrual has been exhausted may have a payroll deduction equivalent to the number of hours absent. Salaried employees will only have full day absences deducted from their paycheck once their sick leave accrual is exhausted.

Paid Sick Leave - Full Time Employees

The School provides sick pay for full time employees who regularly work a minimum of 30 hours per week. All full time classified, non-teaching certificated and special education certificated employees accrue eight (8) hours of paid sick leave ~~one (1) sick day~~ per month in paid status. Nonexempt employees are paid semi-monthly, and will accrue four (4) hours of paid sick leave ~~the equivalent of one half day~~ per pay period. All employees who fall under this accrual method are guaranteed to accrue a minimum of 24 hours by the 120th day of employment and subsequent accrual years in accordance with State law.

Certificated Sick Accrual *Full Time Certificated Employees*					
Sick Leave	**Student Count or FTE**	**Hours Worked Per Week**	**Non-Exempt: Per Pay Period**	**Exempt: Per Pay Period**	**Total Sick Hours Accrued Monthly**
Tier 2	22 students or .75 to 1.0 FTE	30+ hours	4/4	8	8

Classified Sick Accrual *Full Time Classified Employees*					
Sick Leave	**FTE**	**Hours Worked Per Week**	**Non-Exempt: Per Pay Period**	**Exempt: Per Pay Period**	**Total Sick Hours Accrued Monthly**
Tier 2	.75 to 1.0	30+ hours	4/4	8	8

Paid Sick Leave - Part Time, Per Diem, Seasonal, and Temporary Employees

The School provides all part-time, per diem, seasonal and temporary employees who work at least 30 days in California within a year with at least 40 hours (5 days) of paid sick leave in a 12-month period. Employees will be paid at their regular hourly rate when they take paid sick leave.

Employees start accruing hours on the first day of employment and must work for 30 days before they can take sick leave. Employees earn at least 1 hour of paid leave for every 30 hours worked. Employees may accrue more than 40 hours (5 days) of paid sick leave in a year. Sick leave accrual will be capped at 80 hours (10 days), in compliance with both state and city ordinances.

Sick Accrual *Part Time, Per Diem, Seasonal, and Temporary Employees*					
Sick Leave	**Full Time Equivalent (FTE)**	**Hours Worked Per Week**	**Non-Exempt: Per Pay Period**	**Exempt: Per Pay Period**	**Total Sick Hours Accrued**
					Monthly
Tier 1	.50 - .74	20-29	3/3	6	6
CASL	.49 or less	19 or less	2/2		4

C. State Disability Insurance, Paid Family Leave, and Related Leaves - Overview~~California State Benefits~~

California State Disability Insurance (SDI) is funded through employee payroll contributions and is designed to provide eligible workers with partial wage replacement when taking time off work for a ~~their~~ non-work-related illness or injury, pregnancy, or childbirth.

California Paid Family Leave (PFL) provides employees working and residing in the State of California with ~~the ability to~~ access to ~~their State Disability Insurance for~~ partial wage replacement benefits through the California EDD to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner, or to bond with a new child by birth, adoption, or foster care placement.

PFL Military Assist benefits are available to eligible employees who need ~~request~~ time off work to participate in a qualifying event due to the military deployment of their spouse, registered domestic partner, parent, or child to a foreign country.

Employees may be eligible to receive PFL benefits while on a leave of absence to care for a seriously ill family member or for baby bonding. Employees are not eligible for PFL benefits when on PDL, FMLA, or CFRA leave for their own serious health condition(s).

PFL is not a guaranteed right to a leave of absence, and employees taking PFL or PFL Military Assist are not provided job protection rights or a right to return to the same position following their absence.

For more information on these programs, you may contact the California Employment Development Department (EDD).

Notice Requirements

Employees must notify HR as soon as practicable of the need for leave and its anticipated duration. If the need for leave is foreseeable, reasonable advance notice is required. The specific reason for an employee's leave will be handled in accordance with the requirements of the applicable leave type, as outlined in the sections below and will be kept confidential to the extent permitted by law. ~~their plan to take leave and the reason for taking leave according to the School's policy. HR is available to assist employees with applying for State Disability benefits through the Employment Development Department.~~

~~Employees may be eligible to receive PFL benefits while on a leave of absence to care for a seriously ill family member or for baby bonding. Employees are not eligible for PFL benefits when on PDL, FMLA, or CFRA leave for their own serious health condition(s).¶~~

¶

~~PFL is not a guaranteed right to a leave of absence, and employees taking PFL or PFL Military Assist are not provided job protection rights or a right to return to the same position following their absence.~~

Job Protection

PFL and SDI benefits alone do not provide job protection or a guaranteed right to return to the same position following an absence. However, employees who qualify for job-protected leave under CFRA, FMLA, PDL, or other applicable law may have reinstatement rights as outlined in the relevant leave sections below. Employees are encouraged to contact Human Resources to determine whether job protection applies to their specific leave.

D. Pregnancy Disability Leave (PDL)

An employee may take pregnancy disability leave (PDL) if the employee is disabled because of pregnancy, childbirth, or a related medical condition, including prenatal care and severe morning sickness. The length of leave is dependent on a medical certification and the duration may be up to 17 1/3 weeks or the equivalent number of days the employee would normally work within the same period. Intermittent leave or a reduced work schedule may be taken.

Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or related medical condition and must provide appropriate medical certification concerning the disability.

Events That May Entitle an Employee to Pregnancy Disability Leave

The 17 1/3 week pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- The employee is unable to work at all or is unable to perform any one or more of the essential functions of their job without undue risk to self, the successful completion of pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
- The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "17 1/3 weeks" means the number of days the employee would normally work within that period. For example, a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

PDL will run concurrently with other applicable leaves, such as FMLA leave. The 12- month look-back period will apply to all leaves granted concurrently.

Pay During Pregnancy Disability Leave

An employee on pregnancy disability leave may use all accrued paid sick leave at the beginning of any otherwise unpaid leave period. The receipt of sick leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.

Sick pay will accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. If an employee requests to use their sick leave, all sick leave will be applied starting with the first day of absence until the leave is exhausted.

Health Benefits

The provisions of various employee benefit plans govern continued eligibility during Pregnancy Disability Leave (PDL) and these provisions may change from time to time. When a request for PDL is granted, the School will provide the employee with written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

In accordance with California law, the School will continue group health insurance coverage for up to four months per pregnancy (approximately 17 ⅓ weeks) for employees on Pregnancy Disability Leave, provided they were enrolled in coverage at the start of the leave. The school will continue to pay its regular share of the premiums during this time and the employee will be responsible for their regular share, if applicable.

If the employee is also eligible under the federal Family and Medical Leave Act (FMLA), the first 12 workweeks of PDL will run concurrently with FMLA leave. During this period, group health insurance coverage will be maintained on the same terms as if the employee had continued working. Leave taken under PDL runs concurrently with FMLA under federal law, but not with the California Family Rights Act (CFRA).

If the employee is ineligible under FMLA or CFRA, group health insurance coverage will still be maintained during the PDL period in compliance with California law. In some cases, the School may recover the cost of premiums it paid to maintain coverage if the employee does not return to work following the expiration of protected leave, consistent with regulations.

Medical Certifications

An employee requesting a pregnancy disability leave must provide a medical certification from their healthcare provider ~~on a form supplied by the School~~. Failure to provide the required certification in a

timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required re-certifications can result in termination of the leave.

Requesting and Scheduling Pregnancy Disability Leave

An employee should request pregnancy disability leave by contacting HR. The employee should provide at least thirty (30) days notice or as long of notice as is practicable, if the need for the leave is foreseeable. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider. If an employee needs intermittent leave or leave on a reduced schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave and any other applicable entitlement. This notice will explain the employee's rights and responsibilities under the applicable leave type(s). ~~obligations and the consequences of failing to satisfy them.~~

Return to Work

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, the employee will return to their original job or an equivalent job with equivalent pay, benefits, and other employment terms and conditions as when the leave commenced.

If the employee's same position is no longer available due to legitimate business reasons unrelated to the pregnancy disability leave, ~~is not reinstated to the original position,~~ the employee will be reinstated to a comparable position. ~~unless there is no comparable position available or a comparable position is available, but filling that position with the returning employee would substantially undermine the School's ability to operate the business safely and efficiently.~~ A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions. The School will not use an employee's pregnancy disability leave as a reason for failing to reinstate the employee to their same or comparable position.

Reinstatement to a comparable position may only be denied if no comparable position is available, or if reinstating the employee to a comparable position would substantially undermine the School's ability to operate safely and efficiently due to legitimate business reasons that are unrelated to the employee's pregnancy disability leave.

Upon reinstatement, the employee's benefits, seniority, and other accrued rights will be restored to the same status as when the leave commenced. Employees returning from pregnancy disability leave may also be entitled to additional leave under the California Family Rights Act, which is addressed in the CFRA section of this handbook.

~~**Employment During Leave¶**~~

~~An employee on pregnancy disability leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment with the School.~~

Lactation Accommodation

The School will provide a lactation break for a reasonable amount of time to accommodate an employee's need to express breast milk. Employees in need of lactation breaks should contact their supervisor and human resources to allow for the School to determine a private space and ensure the reasonable time for breaks is provided. Human Resources and the supervisor will assist the employee in identifying a proper location that is close to the employee's work area, shielded from view, and free from intrusion. Additionally, where applicable, the School will provide access to a sink with running water and a refrigerator for storing breast milk.

The lactation break shall, if possible, run concurrently with any rest break or meal period already provided to the employee. For non-exempt staff, any additional time needed to express milk outside of the normal rest break and meal period is to be off the clock. If the employee needs additional time past the breaks typically provided in a day, the employee should contact their supervisor and human resources. If a space and break is not provided when requested, please contact human resources.

E. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

The School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). The following information provides employees with a general description of their FMLA and CFRA rights.

Calculating 12-Month Period for FMLA and CFRA

For purposes of calculating the 12-month period during which 12 weeks CFRA or qualifying exigency leaves may be taken, the School uses the "rolling" method also known as the look back method. For example, if an employee begins their leave on March 5, the look back period is 12 months from that date.

Under some circumstances, leave under FMLA and CFRA may run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period. Accrued sick leave will be paid to the employee starting with the first day of absence until exhausted and will run concurrently with FMLA and/or CFRA leave.

For leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

Leave granted under any of the reasons provided by state and federal law will be counted as FMLA and/or CFRA leave and will be considered as part of the 12-workweek entitlement (26-work week entitlement if leave is to care for a service member) in a 12-month period. The 12-month period is measured forward from the date any employee's first FMLA/CFRA leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Pregnancy, Childbirth or Related Conditions Under FMLA, CFRA and PDL

Time off due to pregnancy disability, childbirth or related medical condition falls under pregnancy disability leave (PDL) and FMLA leave and is not concurrent with CFRA leave. Employees who may not be eligible for FMLA leave may still be eligible for leave under PDL. Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth, they may apply for leave under CFRA, for purposes of baby bonding.

1. FAMILY MEDICAL LEAVE ACT

Employee Eligibility Criteria
FMLA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

a. The employee must have been employed by the School for at least twelve (12) months,
b. The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
c. The employee is employed at a location where the School has at least fifty (50) employees within a seventy-five (75) mile radius, except for purposes of baby-bonding where the threshold is twenty (20) employees.

FMLA leave may be taken for one or more of the following reasons:

a. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. When both parents are employed by the School, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the School will not grant more than a total of 12 workweeks of FMLA leave for this reason.
b. Due to the employee's own serious health condition causing the employee to be unable to perform one or more of the essential functions of their job. This excludes a disability caused by pregnancy, childbirth, or related medical conditions, as they are covered by the School's pregnancy disability policy.
c. To care for the employee's family member including a spouse, registered domestic partner, child, or parent who has a serious health condition or military service- related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period.

Intermittent Leave under FMLA
Full-time employees may take leave of up to 12 work weeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Under FMLA, the employee must have the School's agreement to take

intermittent leave.

2. CALIFORNIA FAMILY RIGHTS ACT

The Fair Employment and Housing Act (FEHA), enforced by the California Civil Rights Department (CRD) ~~Department of Fair Employment and Housing (DFEH)~~, contains family care and medical leave provisions for California employees. CFRA applies to private employers with 5 or more employees as well as employees of the state of California and ~~all employees of the state of California and~~ any other political or civil subdivision of the state and cities. ~~, regardless of the number of employees.~~

Employee Eligibility Criteria

CFRA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

a. The employee has more than 12 months of service.
b. The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
c. The employee is employed at a worksite where there are 5 or more employees within a 75-mile radius.

CFRA leave may be taken for one or more of the following reasons:

a. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. If the School employs both parents of a child, it will grant up to 12 weeks of leave to each employee.
b. To care for the employee's parent, parent-in-law, spouse, registered domestic partner, child, grandparent, grandchild, sibling, or designated person who has a serious health condition.
c. For a serious health condition that renders the employee unable to perform their job.
d. To care for the employee's family member including a spouse, registered domestic partner, child, parent, or designated person who has a military service-related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of CFRA leave in a single twelve (12) month period.

Intermittent Leave under CFRA

Full-time employees may take leave of up to 12 work weeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Employees do not need the School's agreement to take intermittent bonding leave. In the case of intermittent leave, the employee may be required to use such leave in two-week minimum increments, with an exception for shorter increments on at least two occasions.

3. Process For Requesting FMLA/CFRA LEAVE

Leave Procedures

Notice of Leave

~~The following procedures shall apply when an employee requests leave:~~ The employee must contact HR as soon as the need for the leave is realized.

If the leave is foreseeable, such as an ~~based on the~~ expected birth, placement for adoption or foster

care, or planned medical treatment for a serious health condition of the employee or an eligible family member per FMLA or CFRA, the employee must notify the School at least 30 days before the leave is to begin. If thirty (30) days' notice is not practicable, the employee must notify the School as soon as practicable. Notice can be written or verbal and should include the timing and the anticipated duration of the leave, but the School does not require disclosure of an underlying diagnosis.

The employee must consult with their supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the School. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the applicable family members.

~~If the employee cannot provide 30 days' notice, the School must be informed as soon as is practical. Notice can be written or verbal and should include the timing and the anticipated duration of the leave, but the School does not require disclosure of an underlying diagnosis.~~ The School will respond to a leave request within 5 business days of receiving sufficient information to determine the employee's eligibility and the qualifying reason for leave. The response will include a determination of eligibility and, where applicable, a request for certification. ~~The School requires written communication from the health care provider stating the reason for the leave and the probable duration of the condition. However, the health care provider may not disclose the underlying diagnosis without the consent of the patient.~~

Medical Certification

Notice of leave and medical certification are separate requirements. After notice is provided, the School may request written certification from the employee's health care provider to substantiate the need for leave.

The employee must provide completed certification within fifteen (15) calendar days of the School's request, unless it is not practicable to do so under the circumstances despite the employee's diligent, good faith efforts. If certification is incomplete or insufficient, the School will notify the employee in writing and allow at least seven (7) calendar days to cure any deficiencies.

If the employee does not provide adequate certification in a timely manner, the School may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be designated as FMLA/CFRA-protected leave.

Certification for the Employee's Own Serious Health Condition

If the FMLA/CFRA leave request is made because of the employee's own serious health condition, the School may require, at its expense, a second opinion from a health care provider that the School chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the School.

If the second opinion differs from the first opinion, the School may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the School and the employee. While waiting for a second or third opinion, the

employee is provisionally entitled to FMLA/CFRA leave.

Employees are required ~~The School requires the employee~~ to provide medical certification within 15 days of any request for FMLA/CFRA, unless it is not practicable to do so. The School may require recertification from the health care provider if additional leave is required. For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required. If the employee does not provide medical certification in a timely manner to substantiate the need for leave, the School may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

Certification for Care of a Family Member

If the leave is needed to care for a family member with a serious health condition ~~per FMLA/CFRA~~, the employee must provide a certification from the health care provider stating:

1. Date of commencement of the serious health condition;
2. Probable duration of the condition;
3. Estimated amount of time for care by the health care provider; and
4. Confirmation that the serious health condition warrants the participation of the employee.

Please note that CFRA provides a broader definition of covered family members than FMLA. Under CFRA, covered family members include a spouse or registered domestic partner, child, parent, sibling, grandparent, or grandchild. Employees requesting leave to care for a family member covered under CFRA but not FMLA will be designated as CFRA leave only. Please refer to the Family and Medical Leave policy for the complete list of eligible family members under each law.

Certification

If an employee cites their own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Inability of the employee to work at all or perform any one or more of the essential functions of their position because of the serious health condition.

The School will require certification by the employee's health care provider that the employee is fit to return to their job. Failure to provide certification by the health care provider of the employee's fitness to return to work may result in denial of reinstatement for the employee until the certificate is obtained.

Recertification

The School may request recertification of a serious health condition in the following circumstances:

- The employee requests an extension of leave;
- A change in circumstances occurs regarding the employee's or family member's condition; or
- The School receives information that causes it to question the continued validity of the

existing certification.
The employee will be given fifteen (15) calendar days to provide recertification, unless it is not practicable to do so.

Health Care Provider Confidentiality

The health care provider may not disclose the employee's underlying diagnosis without the written consent of the employee. Medical certification and related documentation will be maintained separately from the employee's personnel file and kept confidential in accordance with applicable law.

4. Pay and Benefits Under FMLA/CFRA

Health and Benefit Plans

Benefit Continuation During FMLA/CFRA Leave

~~The School provides health benefits under a group plan, and will therefore continue to make these benefits available during the leave if the employee is enrolled in the group plan.~~ An employee taking FMLA/CFRA leave will be allowed to continue participating in the group health plan ~~any health and welfare benefit plans~~ in which they were enrolled before the first day of the leave ~~(for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered service member)~~ at the same level and under the same conditions of coverage as if the employee had continued working~~in employment for the duration of such leave~~. The School will continue to make the same premium contribution as if the employee had continued working.

The employee is responsible for continuing to pay their share of premiums, if any, according to the schedule outlined in the premium payment letter provided at the time leave is designated. Payment is due on the same schedule as it would be made by payroll deduction.

Continued benefit coverage begins on the first day of approved FMLA/CFRA leave and continues for the duration of the approved leave period, up to:

- **Twelve (12) workweeks** for FMLA and/or CFRA leave; or
- **Twenty-six (26) workweeks** for military caregiver leave under FMLA only. Please note that CFRA does not provide military caregiver leave; the 26-workweek entitlement applies under FMLA only.

Recovery of Premiums

~~The continued participation in health benefits begins on the date leave first begins.~~ In some instances, the School may recover from employee premiums paid to maintain health coverage during FMLA and/or CFRA leave if the employee fails to return to work following family/medical leave. An employee is deemed to have "failed to return from leave" if they do not return following the leave of absence, or work less than thirty (30) days after returning from leave.

Benefit Continuation During Pregnancy Disability Leave (PDL)

Employees on an approved Pregnancy Disability Leave (PDL) will be allowed to continue to participate in group health coverage for up to a maximum of four months (or for the duration of the approved leave, whichever is shorter) of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work. The

employee will continue to be responsible for their share of premiums, if any, according to ~~also continue to make premium payments, if applicable, based on~~ the payment schedule outlined in the premium payment letter. ~~They will then be able to remain on benefits for any time taken under approved FMLA/CFRA leave if they are eligible for those leaves. Payment is due when it would be made by payroll deduction.~~

Substitution of Paid Leave

Generally, FMLA/CFRA leave is unpaid. However, employees may have the option to use accrued paid leave concurrently with their FMLA/CFRA leave, subject to the following rules, which differ depending on the applicable law.~~The School is not required to pay employees during FMLA/CFRA leave and may require an employee to use accrued vacation time or other accumulated paid leave other than sick time. If the FMLA/CFRA leave is for the employee's own serious health condition the use of sick time is required and will run concurrent with FMLA/CFRA leave.~~

Under CFRA

The School may not require an employee to use accrued paid leave during CFRA leave. The employee may voluntarily elect to use accrued vacation, sick leave, or other accrued paid leave concurrently with their CFRA leave. If the employee chooses to do so, they should notify HR in writing of their election at the time leave is requested or as soon as practicable.

Under FMLA

To the extent that FMLA runs concurrently with CFRA, the School will follow the CFRA rule described above and will not require the use of accrued paid leave, in order to provide employees with the greater benefit. However, where FMLA applies independently of CFRA, such as during military caregiver leave, the School may require the employee to use accrued vacation or other accumulated paid leave, excluding sick leave, unless the leave qualifies as the employee's own serious health condition, in which case sick leave may also be required.

Coordination with State Leave Benefits

Employees on FMLA/CFRA leave may be eligible for California State Disability Insurance (SDI) or Paid Family Leave (PFL) benefits through the Employment Development Department (EDD). The receipt of SDI or PFL benefits does not affect an employee's right to elect to use accrued paid leave, but the total compensation received may not exceed the employee's normal weekly earnings. Employees are encouraged to contact HR to discuss how SDI or PFL may coordinate with any accrued paid leave they elect to use.

Time Accrual

Paid Sick Leave accrual will be suspended during any period of unpaid leave, including PDL, CFRA, and/or FMLA and will resume upon the employee's return to work.

If an employee elects to use accrued paid sick leave concurrently with their unpaid protected leave, sick leave will continue to accrue during that period to the extent that hours are being paid, consistent with the School's standard accrual policy. Upon return from leave, the employee's accrual rate and any previously accrued, but unused sick leave balance will be restored.~~Sick pay will accrue during any period of unpaid disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March~~

~~5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. All sick leave will be applied starting with the first day of absence until the leave is exhausted.~~

COBRA Benefits

If an employee requires additional leave after all protected leaves have been exhausted (PDL, FMLA, CFRA), they will be eligible for continued benefits through COBRA.

5. Reinstatement Upon Return From FMLA/CFRA

Under most circumstances, upon return from FMLA, CFRA, or PDL leave, an employee will generally be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if they had been continuously employed during the leave period~~rather than on leave~~. For example, if an employee ~~on FMLA/CFRA leave~~ would have been laid off ~~had they not gone on leave~~, or if the employee's job is eliminated ~~during the leave~~ and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement upon return. In addition, an employee's use of FMLA/CFRA/PDL leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after FMLA leave may be denied to certain salaried "key" employees under limited circumstances. ~~the following conditions:~~A key employee is defined as a salaried employee who is among the highest-paid ten percent (10%) of employees employed within 75 miles of the employee's worksite. Reinstatement of a key employee may be denied only if all of the following conditions are met:

a. ~~An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;¶~~
~~b.~~ The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the School's operations;
c. The employee is notified of the School's intent to refuse reinstatement at the time the School determines the refusal is necessary; and
d. If leave has already begun, the School gives the employee a reasonable opportunity to return to work following the notice described previously.

Under CFRA, the School will reinstate "key" employees. Employees should contact HR for additional information about eligibility for FMLA, CFRA or PFL.

Important: The key employee exception applies under FMLA only. Under CFRA, all employees, including those who would otherwise qualify as "key" employees under FMLA, are entitled to full reinstatement rights upon return from leave. The School will reinstate all employees returning from CFRA leave regardless of their salary level or classification.Under CFRA, the School will reinstate "key" employees.

Reinstatement After Pregnancy Disability Leave (PDL)

An employee returning from PDL is entitled to reinstatement to the same position held at the time leave commenced, unless the position no longer exists due to a legitimate business reason unrelated to the leave. If the same position is unavailable, the School will make a good

faith effort to provide a comparable position.

Return to Work
Employees are requested to provide the School with at least five (5) business days' notice prior to their anticipated return to work date. If the leave was for the employee's own serious health condition, the School may require a fitness-for-duty certification from the employee's health care provider prior to reinstatement. The School will notify employees of this requirement at the time leave is designated.

Employees should contact Human Resources for additional information about eligibility for FMLA, CFRA or PFL.

F. Bereavement Leave

The School grants bereavement leave ~~of absence~~ to eligible ~~benefited~~ employees who have been employed by the School for at least thirty (30) days ~~(employees with at least 50% employment)~~ in the event of the death of a covered family member. Employees may take up to five (5) days of bereavement leave per occurrence. ~~the employee's current spouse, child, parent, parents-in-law, legal guardian, brother, sister, grandparent, grandchild, or mother, father, sister, brother, son-in-law, or daughter-in-law, stepparents, foster parents, foster children, and domestic Partners. An eEmployees with a death in the family may take up to five (5) consecutive scheduled work days off with pay~~ If an employee experiences the loss of more than one covered family member in a given year, the employee is entitled to up to five (5) days of bereavement leave for each separate loss. ~~with the approval of the supervisor.~~

In addition, an employee may be granted up to ten (10) days of bereavement leave for the death of the employee's spouse/domestic partner or child.

Employees are not required to take bereavement leave on consecutive days. Leave must be completed within three (3) months of the date of death.

For this policy, covered family members include: spouse or domestic partner, child, parent, sibling, grandparent, grandchild, parent-in-law, legal guardian, step-parent, foster parent or foster child, son-in-law or daughter-in-law.

A benefited employee (employees with at least 50% employment) with a death in the family may take up to five (5) scheduled work days off with pay with the approval of their supervisor. All other employees with a death in the family may take up to five (5) scheduled work days off without pay unless the employee elects to use accrued paid sick leave to cover any or all of the absence.

Bereavement leave may be taken intermittently with prior approval of the supervisor in no less than four-hour increments. If an employee requires more than the allocated time off for bereavement leave, the employee may use accumulated sick days. The CEO or designee may approve additional unpaid time off.

Upon request, employees must provide documentation of the death of the family member within 30 days of the first day of leave. Documentation may include, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

Reproductive Loss Leave

Additionally, an employee who experiences a reproductive loss through a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction may take up to five (5) consecutive days off with regular pay. This leave may be taken by any employee who would have been the parent. The leave must be completed within three months of the loss and days can be taken intermittently. This leave does not run concurrently with CFRA or PDL. For employees who experience multiple losses, this leave is capped at no more than 20 days in a 12-month-period.

G. Military Leave

Regular full-time employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Employment and Reemployment Rights Act and applicable state regulations. The policy covers those employees who enter active military duty voluntarily and extends to Reservists and National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training.

Eligibility

All employees, except those hired on a temporary or seasonal basis, are eligible for the leave.

Length of Leave

The length of the military leave is determined by the uniformed service organization calling the employee to active duty or military encampment.

Request Procedure

The employee must provide written notice of their obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. A copy of the military orders must also be provided. Failure to do so may result in loss of reemployment rights.

Pay While on Leave

Military leaves are without pay unless the employee chooses to use available vacation or paid sick leave.

Status of Benefits

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, length of service, pay increases, as may be from time to time provided by applicable statutes of the United States and the

state of California. The employee may maintain health care insurance benefits for up to 24 months while on leave by paying the insurance premiums through COBRA for any leave extending beyond 30 days.

Reinstatement

Upon return from a Uniformed Service Leave, the employee must report to work or request reemployment within prescribed time limits, which are based on the length of the leave:

a. Between one (1) to thirty (30) days: The service member is expected to report to work on the first regularly scheduled work period on the first full day after release from service and will be reinstated to the same position held at the time the service leave began.
b. Between 31-180 days: The service member must submit an application for re-employment within 14 days of release from service.
c. For 181 days or longer: An application for reemployment must be submitted within 90 days of release from service.

Failure to file an application within the required time period may forfeit the right to reemployment.

H. Organ and Bone Marrow Donation Leave

The Organ and Bone Marrow Donation Leave grants up to 30 days leave of absence with pay to employees who have exhausted all available sick leave within a one-year period for the purpose of donating an organ and a five (5) day leave of absence with pay to employees who are bone marrow donors. If needed, employees may take an additional unpaid leave of absence, up to 30 days per year, for donating an organ.

This leave may require use of two weeks accrued paid time off for organ donation, and five (5) days for bone marrow donation.

A medical note will be required to be submitted. Medical benefits will be maintained while the staff member is on leave and the staff member is guaranteed reinstatement to work. There will be no discrimination or retaliation for any leave taken.

I. Jury Duty and Witness Leave

The School encourages employees to serve on jury duty when called. Postponement to non-instructional or off-peak department times is encouraged in order to minimize the impact to the School.

Seasonal and part-time employees will be provided unpaid time off to participate in jury duty. Full-time, non-exempt employees will receive full pay while serving up to five (5) days of jury duty leave. Any additional jury duty leave will be provided without pay. Employees may choose to use available paid sick leave during any unpaid portion of their jury duty service or witness leave. Exempt employees called for jury duty will receive full salary for the time spent; however, exempt employees are expected to arrange their work schedule to minimize the impact on the School and must consult with their supervisor for guidance.

The employee should notify HR and their supervisor of the need for time off for jury duty as soon as

a notice or summons from the court is received. Any employee summoned for jury duty must provide HR with an authentic summons, subpoena, or notice for such duty and upon returning to work must present proof of jury duty service, including the dates of the employee's service. Employees are expected to return to work if they are excused for jury duty during their regular working hours.

Fees Paid by the Court - All jury fees (excluding mileage) received by the employee while on school paid status shall be remitted to HR. Jury fees received while on school unpaid status are retained by the employee.

J. Volunteer Firefighters, Reserve Police Officer or Emergency Rescue Personnel

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter. If the employee is an official volunteer firefighter, a reserve police officer, or an emergency rescue personnel they must alert HR that it may be necessary to take time off due to emergency duty.

K. Leave for Victims of Qualifying Acts of Violence~~Victims of Domestic Violence Leave~~

The School is committed to supporting employees and their family members who are affected by qualifying acts of violence. The School will provide leave and reasonable accommodations in accordance with California law, including AB 2499 and the California Fair Employment and Housing Act (FEHA), enforced by the California Civil Rights Department (CRD).

A "qualifying act of violence" includes any act or threatened act involving:

- Bodily injury or death;
- The brandishing, use, or threatened use of a firearm or other dangerous weapon; or
- A perceived or actual threat to use force against another person to cause physical injury or death.

Leave and accommodation protections apply regardless of whether any person has been arrested, prosecuted, or convicted in connection with the qualifying act of violence.

Leave for Employees Who Are Victims
Eligibility
All employees who are themselves victims of a qualifying act of violence are eligible for leave under this section, regardless of the School's size or the employee's length of service.

Leave Entitlement
An eligible employee who is a victim of a qualifying act of violence may take up to twelve (12) weeks of unpaid leave per year for any of the following reasons:

- To seek medical attention or treatment for injuries caused by the qualifying act of violence;

- To obtain services from a domestic violence shelter, program, rape crisis center, or other victim services organization;
- To obtain psychological counseling or mental health services related to the qualifying act of violence;
- To participate in safety planning or take other actions to increase safety, including temporary or permanent relocation;
- To seek legal assistance or remedies, including preparing for or participating in any civil or criminal legal proceeding related to the qualifying act of violence; or
- To obtain a restraining order or other judicial relief to ensure the health, safety, or welfare of the employee or the employee's child.

Leave for Employees Whose Family Member Is a Victim
Eligibility
Employees whose family member is a victim of a qualifying act of violence are eligible for leave under this section. Because the School employs 25 or more employees, this entitlement applies to all eligible employees.

Covered Family Members
For purposes of this section, "family member" includes:

- Spouse or registered domestic partner;
- Child;
- Parent;
- Grandparent;
- Grandchild;
- Sibling; or
- A designated person, defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship.

Employees may designate one person per twelve 12-month period for purposes of this policy.

Leave Entitlement

- If the employee's family member died as a result of a qualifying act of violence, the employee may take up to twelve (12) weeks of leave per year.
- If the employee's family member survived a qualifying act of violence, the employee may take up to ten (10) days of leave per year, which may not exceed:
  - Five (5) days for the purpose of relocation; or
  - Ten (10) days for any other qualifying purpose listed above.

Leave for family member victims may be taken for any of the qualifying reasons listed above, as applicable to the employee's circumstances.

Use of Accrued Paid Leave
Leave taken under this policy is unpaid unless the employee elects to use available accrued paid leave. Employees may use:

- Accrued vacation for any qualifying purpose under this policy;
- Accrued sick leave when the leave is needed for a medical reason; or
- Personal necessity leave, if available.

The School will not require employees to use accrued paid leave during leave taken under this policy. The decision to use accrued paid leave is voluntary.

Notice and Certification
When the need for leave is foreseeable, employees should provide advance notice to HR as soon as practicable. When the need for leave is not foreseeable, employees should notify HR as soon as possible under the circumstances.

Upon request, employees must provide documentation to support their leave request within a reasonable time. Acceptable documentation may include, but is not limited to:

- A police report indicating that the employee or family member was a victim of a qualifying act of violence;
- A court order protecting or separating the employee or family member from the perpetrator;
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee or family member was undergoing treatment for physical or mental injuries resulting from a qualifying act of violence;
- A written statement from a victim advocacy organization, attorney, or other advocate acting on behalf of the employee or family member; or
- Any other documentation that reasonably verifies the qualifying act of violence.

Confidentiality
The School will maintain the confidentiality of all employees who request leave or accommodations under this policy to the fullest extent permitted by law. All documentation provided in connection with a leave or accommodation request will be maintained separately from the employee's personnel file and will not be disclosed except as required by law or as necessary to administer the leave.

Reasonable Accommodation
In addition to leave, the School will engage in a timely, good faith interactive process with any employee, or any employee whose family member is a victim of a qualifying act of violence, to identify reasonable accommodations that will allow the employee to remain safe and productive at work. Reasonable accommodations may include, but are not limited to:

- Installation of additional security measures or locks;
- Changes to work schedule or shift assignment;
- Changes to work location or workstation;
- Transfer or reassignment;
- Changes to phone number or contact information; or
- Assistance with documenting incidents in the workplace.

Employees requesting an accommodation under this policy may be asked to provide a signed

statement certifying that the request is for a proper purpose, and may also be asked to provide documentation supporting the need for the accommodation. All such requests and documentation will be kept confidential consistent with this policy.

Non-Retaliation and Non-Discrimination
The School strictly prohibits retaliation or discrimination against any employee for:

- Being a victim of a qualifying act of violence, or being a family member of a victim;
- Requesting or taking leave under this policy;
- Requesting a workplace accommodation under this policy; or
- Filing a complaint or participating in any proceeding related to rights under this policy.

Any employee who believes they have experienced retaliation or discrimination in violation of this policy should report the conduct to HR immediately.

How to File a Complaint
Employees who believe their rights under this policy have been violated may file a complaint with:

California Civil Rights Department (CRD) Website: www.calcivilrights.ca.gov Phone: 1-800-884-1684

Employees may also utilize the School's internal complaint procedure by contacting HR directly. The CRD provides interpreter services at no cost to the employee upon request.

~~Employees who are victims of domestic violence are eligible for unpaid leave regardless of whether any person is arrested, prosecuted, or convicted of committing a crime. This leave provides time off for employees who are victims of domestic violence, sexual assault, and stalking, as well as leave for employees who are the victims or related to victims of certain serious or violent felonies. Employees may use available and accrued sick leave. The employee may also take paid vacation. The employee may request leave if they are involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure the health, safety or welfare, or that of their child.¶~~

~~¶~~

~~The employee should provide notice and certification if they need to take leave under this policy. Certification may be sufficiently provided by any of the following:¶~~

~~¶~~

~~a. A police report indicating that the employee was a victim of domestic violence.¶~~
~~b. A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.¶~~
~~c. Documentation from a medical professional, domestic violence advocate, health- care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.¶~~

~~¶~~

~~The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.~~

L. Suspension of an Employee's Enrolled Child

If an employee who is the parent or guardian of a child facing suspension from school and is summoned to the school to discuss the matter, the employee should alert the CEO or designee as soon as possible before leaving work. In keeping with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

M. Recreational Activities and Programs

The School or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

N. Workers' Compensation

The School, in accordance with state law, provides insurance coverage for employees in case of a work-related injury. The workers' compensation benefits provided to injured employees include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that the employee receives any workers' compensation benefits to which they may be entitled, they will need to:

- Immediately report any work-related injury or illness to HR. If the employee believes the injury or illness is caused by their job and develops gradually, the report should be filed as soon as possible. Reporting promptly helps avoid problems and delays in receiving benefits, including medical care. If the employee does not report the injury within 30 days, they risk losing their right to receive workers' compensation benefits;
- Seek medical treatment and follow-up care if required;
- Complete a written claim form and return it to HR as soon as possible.
- Provide the School with a certification from the healthcare provider regarding the need for workers' compensation disability leave, as well as the eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to the same position held at the time the leave began, or to an equivalent position, if available. Upon return, a teacher is not guaranteed the same students, but will receive new/transfer students according to the same seniority status they had prior to the leave. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on workers' compensation leave would have been laid off had they not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the School's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of the job because of a physical or mental disability, the School's obligations to the

employee may include reasonable accommodation, as governed by the ADA (Americans with Disabilities Act).

O. Other Types of Leaves

There are other types of leaves that employees may be eligible for which include:

a. Time off to visit children's schools: This leave provides employees up to 8 hours per month (to a maximum of 40 hours per year) of unpaid time off for the purpose of child-related activities which include: to find, enroll, or re-enroll the child in a school or with a licensed childcare provider; to participate in activities of the school or licensed child care provider; to address a child care provider or school emergency. Employees may use available and accrued sick leave;
b. Literacy accommodation leave: This leave provides reasonable accommodation for employees who experience difficulties with literacy to enroll in an adult literacy program, work with a tutor or otherwise take steps to improve upon their literacy needs. Employees may use available and accrued sick leave;
c. Military spousal leave: This leave provides employees up to 10 days of unpaid, protected leave, to spend time with a spouse or registered domestic partner who is home during a period of military deployment.

P. Professional Development

The School expects all employees to maintain necessary certifications and encourages all employees to attend meetings, conferences, and other educational sessions that provide training and ideas helpful to the development or operation of the School. Employee requests to attend short-term professional development opportunities (two days or less) not sponsored by the School are subject to the approval of the Director or designee.

Employees will be allowed with the approval of their supervisor and the Director or designee to attend extended professional development programs. Extended professional development programs are considered more than two (2) days. An employee will be expected to complete missed work or assignments upon return.

Employees should submit written requests to take professional development days to their supervisors for approval. The request shall include a printed or written agenda and/or printed material pertaining to the professional development. The School requests that employees submit requests to take professional development days at least 10 days for in town events and at least 30 days for out of town events. The granting of request will be solely at the discretion of the Director.

Q. Holidays

The School recognizes the following holidays:

- New Year's Day
- Martin Luther King Jr's Birthday
- Presidents' Day
- Memorial Day
- Juneteenth

- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- The Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Each year the winter break will be reviewed and the holidays determined by the beginning of the school year.

Unless otherwise provided in this policy, all employees will receive time off for each observed holiday. To qualify for holiday pay, an employee must be a regular full-time (thirty or more hours per week) classified employee in paid status on the working day immediately preceding or following the holiday. A holiday that falls during a classified employee's vacation time or sick time is paid as a holiday and is not deducted from vacation or sick-leave balances.

R. Vacation (Classified Employees)

The School's vacation policy is intended to provide eligible classified employees with time away from work for relaxation and renewal. In order to be eligible for vacation accrual, an employee must be a full time (thirty or more hours per week) classified exempt or nonexempt employee.

Vacation accrual begins on the first day of employment, and employees are eligible for vacation upon successful completion of 30 days of continuous employment. Eligible employees will accrue one day of vacation per month in paid status (e.g. an 8 hour/day 12 month employee will earn 12 days of vacation or 96 hours). Vacation accruals per pay period are displayed in the payroll system and on the employee's pay stubs.

Vacation Accrual *Classified Staff*					
	Full Time Equivalent (FTE)	**Hours Worked Per Week**	**Non-Exempt: Per Semi Monthly Pay Period**	**Exempt: Per Pay Monthly Period**	**Total Vacation Hours Accrued Per Month**

Full Time	.75+	30+	4 hours/4 hours	8 hours	8 hours
Part Time	.74 or less	29 or less	not eligible	not eligible	not eligible

As a general practice, the supervisor will make an effort to approve a vacation request that is mutually convenient for the employee and the School. A requested vacation will be approved if the absence does not cause a disruption of service or place an undue burden on fellow employees. All vacation requests must be made in advance of the time to be taken. All requests must be entered and approved through the payroll system before taking the time. Additionally, all requests must be approved by your supervisor (via Intranet) before taking the time. Any changes to a vacation request must be pre-approved by the supervisor at least three (3) business days prior to the start of the requested date of vacation, except in an emergency situation. Failure to get pre-approval may result in disciplinary action. The supervisor may determine peak times in which vacations may not be approved.

Employees may be required to use their earned vacation hours during school recess. Vacation can be used in increments of 1 hour and only used from the employee's available accrual. Vacation hours cannot be advanced ahead of the earned accrual. Accrued and unused vacation hours will roll over from year to year but are capped at one and a half times the annual rate of accrual (18 days or 144 hours). Employees will not accrue any additional vacation until their balance has dropped below the annual cap. Terminating employees (voluntary or involuntary discharge, death, end of employment agreement, etc.) will be paid all accrued and unused vacation in their final paycheck.

S. Work Year Calendars

Each year the Board of Directors will approve the instructional and work year calendars for the new school year. Specific work days for certificated staff are determined by the School based on a return date for prep days, professional development, and final date for grade submission. The work days will be designated within the date range listed on the employment agreement.

In coordination with HR, supervisors will prepare a work year calendar displaying the first and last day of the assignment, all recess periods, and designated non-work days. For employees working less than 12 months, non-work days will be determined at the discretion of the employer, indicated on a work calendar provided to the employee, and determined so that work schedules will provide the greatest support to the School or department.

Non-work days are unpaid days based upon the employee's position and employment agreement as stated on the work year calendar. Unlike accrued leave, non-work days will not carry over from year to year.

T. Work Hours and Scheduling

The school retains the right to establish and modify work schedules and hours of operation to meet the needs of students, educational partners, and the organization. Employees are expected to work the hours assigned to them by their supervisor, which may vary depending on job duties, site needs, and operational requirements.

Work hours may be adjusted temporarily or permanently at the School's discretion. This includes changes to start or end times, break periods, or assigned workdays. While the School strives to provide advance notice of schedule changes whenever possible, circumstances may arise that require immediate adjustments.

Employees will be notified of their work schedule by their supervisor and are expected to adhere to it unless prior written approval for an alternate schedule or time off has been granted. Non-exempt employees must not work outside of their assigned hours without prior approval, in compliance with wage and hour laws.

The School will make reasonable efforts to accommodate employee scheduling needs where feasible and consistent with business needs, and in accordance with applicable laws.

U. Make-up Time

Nonexempt employees may choose to use make up time in order to accommodate employee scheduling needs. Employees may choose to work over 8 hours on one or more days per week, so they make up work less than 8 hours another day for personal reasons. The extra hours worked for make-up time would not be counted as overtime. Employees are not to work more than 11 hours in a single workday (without prior approval), and the make-up time must all be taken and used within the pay work week. If employees request make-up time and have worked over 8 hours in a day earlier in the week, and their need for time off changes, the employer may still require the employee to take the planned time off to avoid unnecessary overtime. Unless otherwise approved, employees are not to work more than 40 hours per week, in which case, they will be eligible for overtime. Requests for make-up time must be submitted to the supervisor in advance.

V. Suggestions

The School is always striving to improve operating procedures and encourages all employees to make suggestions to this end. We welcome suggestions on subjects such as safety; ways to improve customer service; and, how to save labor, money, energy, time, and materials. All suggestions should be submitted in writing to the appropriate supervisor who will in turn discuss them with School management. We appreciate staff suggestions that help make the School more successful.

Confirmation of Receipt of Handbook

I have received the School's Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with its policies and procedures, including the Schools policy for preventing discrimination, harassment and retaliation. I have been given the opportunity to ask any questions I might have about the policies in the Handbook.

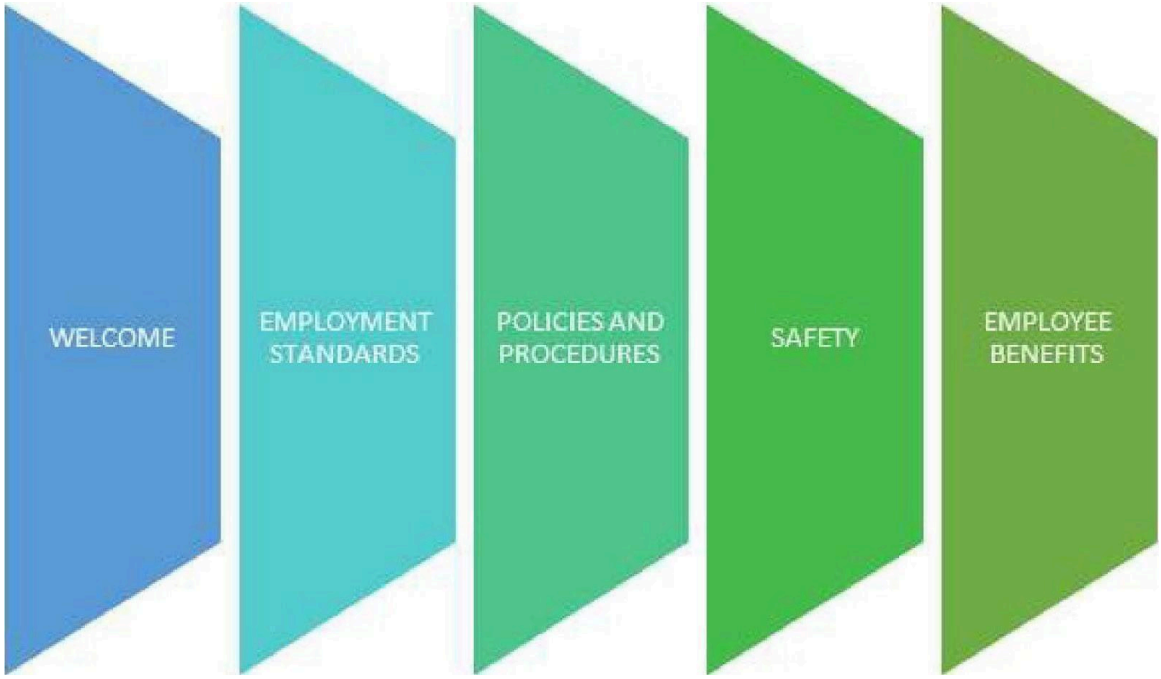
I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School. The School reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the Director, no manager, supervisor, or representative of the School has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Director has the authority to make any such agreement and then only in writing, signed by the Director.

I understand and agree that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that employment at the School is employment at-will; employment may be terminated at the will of either the School or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the School and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the School.

Employee's Signature	Employee's Print Name	Date

Employee Handbook

2026 - 2027



The Employee Handbook may not be changed in any way without express written approval from the Board of Directors.

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Welcome

We are glad to have you on our team! You have joined an organization that focuses on the execution of high-quality personalized learning models that allow a flexible environment using innovative delivery methods and technology to foster empowered, life-long learners. As an organization we seek to hire and retain high caliber individuals to meet our vision of extraordinary education.

We truly value our employees and have developed this Employee Handbook (handbook) to assist you with understanding our policies, procedures, and performance expectations. Keep in mind that it is the employee who is responsible for reading and understanding the handbook as well as any posted revisions; however, if anything is unclear to you, please discuss the matter with your supervisor or a member of HR.

As a team member we want you to have a long and successful career with us - where you can make an impact on student education. We sincerely hope that you will find your employment here to be one of enrichment, collaboration, and an overall professionally rewarding experience.

Best wishes for a wonderful school year!

The Leadership Team

Right to Revise

This handbook is the employee's guide to understanding the provisions of their employment with Motivated Youth Academy ("School"). Please be advised that written employment agreements between the School and individuals may replace some policies/procedures in this handbook. This handbook supersedes all prior published handbooks and any policy, memoranda, or benefits statements that are contrary to the policies that are outlined here.

The School reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. Any such changes must be in writing and must be signed by the CEO or designee.

Any written changes to this handbook will be distributed to all employees, so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the policies and procedures applicable to employees of the School. Employees are expected to abide by all policies in this handbook. Nothing in this handbook or in any other personnel documents creates or is intended to create a promise or representation of continued employment for any employee. Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment.

At-Will Employment Status

School personnel are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or the School. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the School has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the School has the authority to make any such agreement, which is binding only if it is in writing and approved by the Board of Directors.

Though many items surrounding employment may be changed or updated (such as the eligibility of benefits, promotion, or leaves) the status as an at-will employee does not change - the employment relationship may be terminated with or without cause and with or without advance notice, at any time by the employee or the School.

Section I: Nondiscrimination Policies

A. Equal Employment Opportunity

The School is an equal opportunity employer and makes employment decisions on the basis of merit. Selections for employment focus on the candidates whose training and experience most closely align with the position requirements, and fit with the School's mission, vision, and values. School policy prohibits unlawful discrimination based on actual or perceived race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks and twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), family or medical leave status, sex (including pregnancy, childbirth, breastfeeding or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. The School's management is responsible for adherence to this policy; however, in the final analysis, attainment of this goal of equal employment opportunity and enrichment through diversity depends on the commitment and good faith effort of everyone.

The School complies with all applicable California non-discrimination and anti-harassment laws, including Title IX, the California Fair Employment and Housing Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and all other applicable laws. Additionally, Title IX prohibits discrimination on the basis of sex in education programs or activities by recipients of federal financial assistance. The School does not discriminate in the educational program or any activities which it operates, including employment in such programs and activities. Employees are encouraged to review the ‘Know Your Rights’ notice, which outlines protections under California law and the process for filing complaints with the CRD. This notice is posted electronically and is available upon request.

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation and compensation, and discipline/dismissal practices annually.

In accordance with the School's Equal Employment and Nondiscrimination Policies, the School designates the following position(s) as the Title IX Coordinator and Coordinator for Nondiscrimination in Employment:

Marie Rolston, Human Resources Partner
500 La Terraza Blvd., Suite #150, Escondido, CA 92025
HR@myacademy.org

Any employee or job applicant who believes they have been or are being discriminated against or harassed in violation of School policy should, as appropriate, immediately contact their supervisor, the Title IX coordinator, or the CEO, or any person they feel comfortable going to who shall advise the employee or applicant about the School's procedures for filing, investigating, and resolving any such complaint.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with School policy and regulation. Individuals may use the School's Uniform Complaint Procedures to address complaints of discrimination and harassment, including sex discrimination under Title IX. Annual notice of such policies will be provided to all employees, and a copy of such policies and procedures are available by contacting the Title IX coordinator or Human Resources (HR).

Discrimination is considered a form of employee misconduct. Disciplinary action, up to and including dismissal, will be taken against any employee engaging in this type of behavior. Any supervisor or manager who has knowledge of such behavior, yet takes no action to end it, is also subject to disciplinary action up to and including dismissal.

B. Disability Accommodation

To comply with the Americans with Disabilities Act and all applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job as outlined in the applicable job description should contact the HR department and discuss the need for an accommodation. The School will engage in an interactive process with the employee to identify possible accommodations, if any, which will help the applicant or employee perform the job. The School will implement reasonable accommodations that do not impose undue hardship.

C. Anti-Harassment

The School is committed to providing a work environment free of harassment, discrimination, retaliation and abusive conduct as that term may be defined by statute or regulation then in effect at the time of the conduct. Abusive conduct is defined as conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to the employer’s legitimate business interests. Examples include repeated verbal abuse, threats, intimidation, or sabotage of a person’s work. This policy will be distributed annually to all employees and incorporated into mandatory anti-harassment and discrimination training programs.

School policy prohibits conduct that is disrespectful, unprofessional as well as harassment based on actual or perceived race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks and twists), color, creed, actual or

perceived gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability(including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), family or medical leave status, sex (including pregnancy, childbirth, breastfeeding, decision making around reproductive health, or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

All such conduct violates school policy. The School's anti-harassment policy applies to all persons involved in the operation of the School and prohibits harassment, disrespectful or unprofessional conduct by any employee of the School, including supervisors and managers, as well as vendors, community providers, customers, independent contractors, and any other persons. It also prohibits harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
2. Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
3. Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
4. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
5. Retaliation for reporting or threatening to report harassment; and
6. Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law, or by the School policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire.

Harassment is considered a form of employee misconduct. Disciplinary action, up to and including dismissal, will be taken against any employee engaging in this type of behavior, yet taking no action to end it, is also subject to disciplinary action.

It is the policy of the School that no one will be retaliated against for making a good faith complaint of harassment or for cooperating in the investigation of a complaint.

An employee who believes they have been harassed, discriminated against or retaliated against may initiate the reporting process by contacting their supervisor, or, if appropriate, the next level of management (see Reporting procedure, which follows), any team member they feel most comfortable reporting to, or the HR department. All discrimination, harassment and retaliation complaints will be promptly investigated and will be treated confidentially to the extent possible, and appropriate action taken where warranted. Complaints made in good faith are protected from retaliation of any kind.

1. Sexual Harassment

The School is committed to providing a work environment that is free from sexual harassment and retaliation. Under no circumstances will sexual harassment be tolerated.

"Sexual harassment" means any unwelcome sexual advance, unwelcome requests for sexual favors, or other unwelcome verbal, visual, or physical conduct of a sexual nature made by someone from or in the educational or work setting, whether it occurs between individuals of the same sex or individuals of opposite sexes, under any of the following conditions:

1. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's academic status, employment, or progress.
2. Submission to, or rejection of, the conduct by an individual is used as the basis for academic or employment decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's academic performance, work, or progress or has the purpose or effect of creating an intimidating, hostile, or offensive educational or working
4. environment. The conduct is sufficiently severe, persistent, pervasive or
5. objectively offensive, so as to create a hostile or abusive educational or working environment or to limit the individual's ability to participate in or benefit from an education program or activity.
6. Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the local agency.

"Verbal sexual harassment" includes, but is not limited to, unwelcome epithets, comments, or slurs of a sexual nature.

"Physical sexual harassment" includes, but is not limited to, assault, impeding or blocking movement, or any physical interference with work or school activities or movement when directed at an individual on the basis of sex.

"Visual sexual harassment" includes, but is not limited to, derogatory posters, cartoons, drawings, obscene gestures, or computer-generated images of a sexual nature.

"Educational environment" includes, but is not limited to, the following:

1. The main administration offices of the local agency.
2. Properties controlled or owned by the local agency.
3. Off-campus, if such activity is sponsored by the local agency, or is conducted by organizations sponsored by or under the jurisdiction of the local agency.

Sexual harassment has no place in the work environment and is prohibited by the School. Specifically, it must in no way be exercised for purposes of an intimidating effect on employment decisions such as promotion, dismissal, hiring, training, wage and salary increases, transfer, or any other matter that affects the ability of an employee to perform job duties.
Any employee who engages or participates in sexual harassment, or who aids, abets, incites, compels or coerces another to commit sexual harassment or retaliates against another individual is in violation of this policy and subject to disciplinary action up to and including dismissal.

Managers and supervisors are to ensure that no such intimidation or harmful atmosphere of unwelcome sexual overtones exist in their workplaces. Every effort should be made to sensitize themselves and their employees to the differences between purely social overtones and those intended to affect working conditions. Also, employees are responsible for respecting the rights of their co-workers. Any employee who feels they have been harassed or retaliated against or has knowledge of any incident of harassment or retaliation on any protected basis shall immediately report such incidents to their immediate supervisor, HR, the CEO or the Title IX Coordinator and Coordinator for Nondiscrimination in Employment. If the supervisor is the harasser or has not responded to the complaint, or if not an employee, then the complainant should complain to any administrator without fear of reprisal. Employees may also report instances of sexual harassment through the School's Uniform Complaint Procedure without fear of reprisal.

2. Reporting

The School has an affirmative duty to take reasonable steps to prevent and correct discrimination and harassment. Supervisors, co-workers, and third parties are prohibited from engaging in unlawful behavior under the Fair Employment and Housing Act or any other applicable law. Please see the list of protected categories as stated in the Equal Employment Opportunity and Anti-Harassment sections of the handbook.

The School encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate Director, supervisor, manager, HR, or person they feel most comfortable and may file a complaint. The Uniform Complaint Procedures may be used for this purpose. Employees are entitled to report harassment to someone other than their direct supervisor. Supervisors are required to report all complaints to HR. In addition, the School encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and request that it be discontinued. The School recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures. Every effort will be made to keep such reports as confidential to the extent possible, although it is understood that an investigation will normally require the involvement of third parties. The School is serious about enforcing its policy against harassment, discrimination and retaliation. However, the School cannot resolve a harassment, discrimination or retaliation problem that it does not know about. Therefore, employees are responsible for bringing any such problems to the School's attention so it can take the necessary steps to correct the problem.

3. Investigation/Complaint Procedure

All complaints of harassment, including sexual harassment, discrimination or retaliation may be addressed through the School's Uniform Complaint Procedures. A complaint will be followed by prompt and thorough investigation conducted by an impartial and qualified individual. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense.
Complaints will be documented and the School will designate a qualified individual to track the complaint process.

a. Informal Procedure

If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify their immediate supervisor and/or the HR department who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the HR designated representatives, and such discussion is encouraged. An individual reporting harassment, discrimination or retaliation should be aware, though, that the School may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

b. Formal Procedure

As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their supervisor or the HR department. The School encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Any reported allegations of harassment, discrimination or retaliation will be investigated promptly and thoroughly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigation process to the extent consistent with adequate investigation and appropriate corrective action. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as the School believes appropriate under the circumstances.

4. Retaliation

Employees will not be retaliated against for complaining or participating in an investigation. Retaliation against an individual for reporting harassment or discrimination or for participating in an

investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

5. Conclusion

This policy was developed to ensure that all employees can work in an environment free from harassment, discrimination and retaliation. The School will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has any questions or concerns about these policies should talk with their supervisor or the HR department. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of the School prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

None of the procedures listed are intended to preclude an employee from pursuing claims of discrimination and/or harassment in any other forum available to the employee, including making reports of discrimination, harassment, and/or retaliation to the Department of Fair Employment and Housing and the U.S. Equal Employment Opportunity Commission.

D. Diversity Policy

The School is committed to fostering, cultivating and preserving a culture of diversity and inclusion.

Our staff is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only the School's culture, but its reputation and achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

The School's diversity initiatives are applicable but not limited to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees'

varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity.

All employees of the School have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other school-sponsored and participative events.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action up to termination.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the School's diversity policy and initiatives should seek assistance from an HR representative.

Section II: Employment Requirements

A. Child Abuse and Neglect Reporting

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to a child protective agency. School employees are mandated reporters under California Penal Code sections 11165.7 and 11166 and are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause another person in the same situation to suspect child abuse.

The definition of mandated reporters includes employees, volunteers, contractors, and governing board members whose duties require contact with or supervision of students. Board members and volunteers who are subject to the mandated reporter requirements will be provided a separate acknowledgement and training maintained by the School.

Child abuse should be reported immediately by phone to a designated child protective agency. Call the local Department of Family and Children's Services (DFCS) to report child abuse and neglect. If there is a life-threatening emergency to a child however, call 9-1-1. The phone call to the DFCS is to be followed by a written report within 36 hours of receiving the information concerning the incident. There is no duty for the reporter to contact the child's parents. In fact, if a child is released to a peace officer or a child protective agency agent, the reporter shall not notify the parent as required in other instances of removal.

Child abuse is broadly defined as "a physical injury that is inflicted by other than accidental means on a child by another person." Child abuse can take the following several forms:

1. Sexual abuse: Sexual abuse means, in general, sexual assault or sexual exploitation. Sexual abuse does not include children who voluntarily engage in sexual activity with children of a similar age. Pregnancy of a minor does not, in and of itself, constitute suspicion of child abuse.
    a. Neglect: Neglect occurs when a child's custodian has failed to provide adequate

"food, clothing, shelter, medical care, or supervision" that may or may not have resulted in any physical injury.

2. Unlawful corporal punishment: Unlawful corporal punishment occurs when any person willfully harms or injures a child to such a degree that results in a traumatic condition.
3. Willful cruelty or unjustifiable punishment: Child abuse also includes the situation where any "person willfully causes or permits any child to suffer unjustifiable pain or mental suffering" or when any person endangers a child's health.

Confidentiality

A mandated reporter is required to give their name. The identity of all persons who report shall be confidential. Violation of statutory confidentiality is a misdemeanor. DFCS may reveal the names of reporting parties only to other investigative agencies as specified by law. No person required to report abuse will bear criminal liability for reporting. No supervisor or administrator may impede,prohibit, or in any way discourage a mandated reporter from making a report. Doing so may result in disciplinary action and could constitute a misdemeanor offense under California law.

All employees, prior to commencing employment, are required to acknowledge the provisions of Penal Code Section 11166 and 11165.7 regarding mandated reporting and will comply with those provisions as outlined in the employment agreement. All employees will receive annual mandated reporter training, as required by Education Code § 44691, using curriculum provided or approved by the California Department of Social Services. New hires must complete training within six weeks of hire an annually at the start of each school year. Certificates of completion will be kept in each employee’s file.

Failure to Report

Failure to report suspected abuse is a misdemeanor punishable by imprisonment/fine. Any person who fails to report an instance of child abuse or neglect as required by the Child Abuse and Neglect Reporting Act is guilty of a misdemeanor with a punishment not to exceed six months in jail or $1,000 or both.

B. Employee Access to Confidential Information

Each employee is responsible for safeguarding confidential information obtained during employment. Confidential information includes, but is not limited to, personally identifiable student information, employee records, medical information, educational assessments, financial date, and any proprietary or sensitive operational information. In the course of the employee's work, the employee may have access to confidential information regarding students, parents, suppliers, other customers, or perhaps even fellow employees without consent from that individual. The employee has the responsibility of preventing the revealing or divulging of any such information unless it is necessary for the employee to do so in the performance of their duties and in accordance with law. Access to confidential information should be on a "need-to-know" basis and must be authorized by the CEO or designee. Confidentiality of student information is a requirement of the law and great care must be taken to ensure it is protected. No student information will be released without the specific authorization of the CEO or designee. Employee information may be released as part of a Public Records Act request, for the purpose of employment verification with prior written approval by the employee, or as required by law. Unauthorized release of confidential information may result in disciplinary action, up to and including termination of employment, and may also result in legal consequences in accordance with

applicable state and federal law.

C. Student Data/FERPA

All information contained in a student's records, including information contained in an electronic database, is confidential and maintained in accordance with the Family Educational Rights and Privacy Act (FERPA). These records are the property of the School, whose responsibility it is to secure the information against loss, defacement, tampering or use by unauthorized persons. Staff is prohibited from discussing students' academic or personal information outside the scope of performing the duties of one's position. No student's files are to be taken off premises unless granted permission by the CEO or designee. Only teachers, administrative, and office personnel are permitted to review student's files. When a file is requested from the School office, it must be signed out and returned the same day. No student files, records, forms, communication or reports may be copied without express authorization from the Director. Under no circumstances may student information be used for an employee's personal use.

Employees may not remove any materials from any student's file. Files may not leave the office without specific written authorization from the CEO or designee. Employees who access student files are responsible to secure their contents and maintain confidentiality.

D. Conflict of Interest

This policy applies to all employees, officers, directors, and governing board members of the school. Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflict of interest. Such a conflict occurs when an employee is in a position to influence a decision that may result in a personal gain for the employee or for a relative as a result of the School's business dealings.

1. **Personal Financial Interest**

   All such persons shall be neither personally nor financially interested in any contract made by them or by the school that employs them. For purposes of this policy,

   a. "Personally interested" shall mean a non-financial interest that may impair an individual’s objectivity, such as familial relationships or other close personal connections.
   b. "Financially interested" shall mean any contract with an individual, entity, or company in which any such person related by blood, marriage or civil partner, any other person with a close personal relationship to any such person who has an ownership interest, an investment interest, or a familial interest, and encompasses any situation where any such person's official judgment may be influenced by personal consideration or expectation of financial gain or any compensation or consideration of any kind other than that officially provided to any such person by the School.

2. Statement of Economic Interest (Form 700)

Board members and staff who make or influence governmental decisions or financial decisions of the organization are designated in the Conflict of Interest Code adopted by the Board. These individuals must complete and file a Statement of Economic Interest, Form 700. The Form 700 ensures transparency and accountability in alignment with the Political Reform Act.

It is the policy of this School that elected or appointed school governance body members, school administrative officers, and school employees shall not place themselves in any position where their private or personal interests may conflict with their official duties, or where they may directly or indirectly receive personal financial gain through direct or indirect personal influence.

3. Personal Relationship

Personal or romantic involvement with a competitor, supplier or employee of the School may create an actual or potential conflict of interest. Management-subordinate romantic or personal relationships can lead to issues such as claims of discrimination or favoritism, issues with performance evaluation, possible claims of sexual harassment, and morale issues. It is the responsibility of the employees involved in romantic or personal relationships with subordinates, or other personal or romantic relationships that give rise to a conflict of interest, to disclose and discuss all relevant circumstances with the supervisor or HR and possibly request a change in assignment to avoid potential problems as appropriate. Failure to disclose such circumstances may cause the School to impose disciplinary action. Moreover, any romantic or personal relationships between employees must not harm the work environment in any way. Regardless of an employee's relationship with another employee outside of work, employees are expected to remain professional at all times during work hours. The School will not discriminate on the basis of marital or relationship status, except that the School may reasonably regulate the working of spouses or relatives in the same department, division, or facility for reasons of supervision, safety, security, or morale in accordance with applicable law.

No "presumption of guilt" is created by the mere existence of a professional or personal relationship with outside firms; however, if such employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that such be disclosed so that safeguards can be established to protect all parties.

E. Anti-Nepotism Policy

The School recognizes there may be situations in which spouses or other relatives may be employed by the School at the same time. The School permits the employment of qualified family members, domestic partners, significant others and/or similar personal relationships of employees as long as such employment does not create a conflict of interest. Relationships by family, marriage, domestic partnership and/or similar personal relationship shall constitute neither an advantage nor a disadvantage to selection, promotion, salary, or other conditions of employment. The School may consider a member of an employee's immediate family for employment if the applicant possesses the qualifications for employment for the position.

The School does not prohibit the employment of relatives in the same department. However, the School does prohibit any preferential treatment toward spouses or relatives or an improper influence impacting a spouse's or relative's terms or conditions of employment. The School recognizes that at times, employees and their family members, domestic partners, significant others and/or personal relationships may be assigned to positions that create a coworker or supervisor-subordinate relationship. The School will, in its discretion, exercise sound judgment with respect to the placement of employees in these situations in order to avoid the creation or appearance of a conflict of interest,

avoid favoritism or the appearance of favoritism, and decrease the likelihood of harassment in the workplace.

Employees should neither initiate nor participate, directly or indirectly, in employment actions (initial employment or appointment, retention, evaluation, promotions, salary, work assignments, leave of absence, etc.) involving family members, domestic partners, significant others and/or similar personal relationships.

The School will make reasonable efforts to assign job duties to minimize the potential for creating conflicts of interest. Notwithstanding the above, the School retains the right where such placement has the potential for creating conflicts of interest, to refuse to place immediate family members in the same department. The School retains the right to reassign or transfer any person to eliminate the potential for creating conflicts of interest. Any potential preferential treatment or improper influence should be reported immediately to HR.

F. Employment Eligibility Verification Document

The School will only employ individuals who are authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

All newly hired employees must complete, as a condition of employment, the Employment Eligibility Verification Form 1-9 and provide documentation establishing identity and proof of work eligibility and identification at time of hire, but no later than three (3) days of hire. If the employee is unable to produce the required documentation or a receipt/letter requesting appropriate documentation within three days, the employee will be dismissed from employment. If, after 90 days of hire, the employee has not submitted the original documents to replace the receipt/letter or, in the meantime, some other acceptable document(s), the employee will be dismissed from employment.

Former employees who are rehired must also complete the form if they have not completed an 1-9 for the School within the past three years or if their previous 1-9 is no longer retained or valid.

G. Fingerprinting

Each employee will be fingerprinted in conformance with legal requirements and as a condition of employment. Fingerprints are submitted to the appropriate State and Federal agencies for screening to assure that no employee has been convicted of a crime that would preclude employment by the School.

H. Criminal Background Checks

As a condition of employment, all employees are required to submit to a criminal history review through the Department of Justice. The review shall include fingerprint submission to the DOJ. The School follows the guidelines of the California Fair Chance Act, and will conduct an individualized assessment on all background check results. The School will make hiring determinations based on California law. Certain types of criminal background findings may prevent the employer from hiring the candidate or continuing employment with a current employee. The School will factor in the nature and gravity of the crime, when the crime occurred, rehabilitation and the nature of the position all in accordance with applicable law. All results will be discussed with the applicant and/or employee

before making a hiring or dismissal decision. No person employed or otherwise associated with the School, including members of the Board of Directors, who have been convicted of or have pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of charter school funds.

I. Employment Application/Data

The School relies upon the accuracy of the information presented during the application process, as well as the accuracy of other data presented throughout the hiring process and employment relationship. As such, any omission or misstatement of material fact in any of this information may result in the School excluding the individual from further consideration for employment or, if already hired, termination of employment.

J. Employment Verifications

The School will only respond to employment verification inquiries that are received in writing. All such inquiries, whether for current or former employees, must be directed to HR. Generally, responses will be limited to information concerning wages, employment dates, positions held, and eligibility for rehire. Release of any additional information will require that the employee execute a release. Letters of recommendation must be approved by HR to ensure the accuracy and appropriateness of the information being released.

K. Certification and Licensing

Teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other commission approved document for the assignment held ("Certificated Employee"). In addition, teachers serving students identified as English Language Learners must possess the proper EL authorization. If a teacher has not received this authorization, the School will allow them one year from date of hire to obtain it and will not assign English Language Learners during that time.

It is the responsibility of each certificated employee to ensure that credentials and permits are renewed in a timely manner and remain current. The School highly encourages all certificated staff to keep their contact information current with the Commission on Teacher Credentialing in order to receive pertinent notifications. Upon renewal of credentials or certificates, proof is to be submitted to the HR department to be copied and filed in the employee's personnel file.

L. Mandatory Tuberculosis Testing

In order to ensure the health and safety of all students and staff of the School, all newly hired employees must submit proof of a negative TB Risk Assessment or TB test by a licensed healthcare provider that has been administered within sixty (60) days prior to hire. A TB test may include an intradermal skin test or an X-ray of the lungs. An individual hired from another California School may request their prior school provide proof of the individual's TB Risk Assessment or TB test. TB Risk Assessments and TB tests are considered expired after four (4) years from the date they are administered and a proof of a new assessment or test must be submitted to HR in order to continue in employment. Pregnant employees are exempt from providing proof of a TB test for at least sixty (60) days from the end of their pregnancy.

The School will reimburse the cost of the tuberculosis risk assessment and/or the test for all current employees with proof of receipt.

[See also Board Policy 4025]

Section III: Standards of Conduct

The School expects all employees to comply with School rules, policies, and regulations as set forth in this handbook. Any employee who fails to do so will be subject to disciplinary action at the School's sole discretion, which management deems appropriate under the circumstances. Such disciplinary action may include, but is not limited to, oral and written warnings, mandatory training, or termination of employment. Any employee's receipt of, participation in or completion of School-required disciplinary action shall not, under any circumstances, limit or alter the School's at-will employment policy, which allows either the School or the employee to terminate the employment relationship at any time, with or without notice, and with or without cause.

A. Freedom from Violence

The School expressly prohibits any acts or threats of violence by any School employee or former employee against any other individual. The School will also not condone any acts or threats of violence against school employees, students or affiliates while engaged in business with or on behalf of the School.

To ensure that the School's objective in this regard is attained, it is the commitment of the School:

1. To provide a safe and healthful work environment, in accordance with the School's safety and health policy.
2. To take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
3. To take appropriate action when dealing with customers, former employees, or visitors to school functions who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
4. To prohibit employees, former employees, students, and visitors from bringing unauthorized firearms or other weapons to school, work and non-work-related gatherings, meetings and functions.
5. To establish viable security measures to ensure that school meetings and gatherings are safe and secure to the extent possible and to properly handle access to school facilities by the public, off-duty employees, and former employees.

The School will not tolerate any type of workplace violence committed by or against its employees. Employees who violate this policy will be subject to disciplinary action, up to and including discharge. Prohibited conduct includes, but is not limited to:

1. Causing physical injury to another person.
2. Making threatening remarks.
3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another person to emotional distress.

4. Possession or threat of using a weapon on the premises and/or at work related events, meetings and gatherings.

Employees who display a tendency to engage in violent, abusive, or threatening behavior, as determined by the School, in its sole discretion, may be referred for counseling or other appropriate treatment.

In furtherance of this policy, employees have a "duty to warn" their supervisors or a HR representative of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors and that appear problematic. The welfare of all employees depends upon the alertness and sensitivity of every individual to potential security risks. Employee reports made pursuant to this policy will be held in confidence to the extent possible. The School will not condone any form of retaliation against any employee for making a report under this policy.

The School has developed guidelines to help maintain a secure workplace.

1. Every employee is directed to report any suspicious persons or activities to the Director or designee:
2. Such as persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas.
3. Persons who make threats or acts of violence, aggressive behavior, offensive acts, discussion of bringing weapons into the workplace, threatening or offensive comments or remarks, and the like.
4. Employees should immediately notify the Director or designee when other employees or outsiders express anger and make threats against the School or behave in a manner suggesting the possibility of violent activity.
5. Finally, those working in the School's office must also ensure that doors are locked and alarms are activated when applicable.

B. Prohibited Conduct

Employees are expected to conduct themselves in a manner to further the School's objectives.

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and School operations may also be prohibited and will result in disciplinary action up to and including termination.

1. Falsifying employment records, employment information, or other School records;
2. Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
3. Falsifying any time card - Recording the work time of another employee or allowing any other employee to record another employee's work time, either one's own or another employee's;
4. Theft and deliberate or careless damage or destruction of any School property, or the property of any employee or customer;
5. Removing or borrowing School property without prior authorization;

6. Unauthorized use or misuse of School equipment, time, materials, or facilities;
7. Provoking a fight or fighting during working hours or on School property;
8. Participating in horseplay or practical jokes on School time or on School premises;
9. Carrying firearms or any other dangerous weapons on School premises at any time;
10. Engaging in criminal conduct whether or not related to job performance;
11. Causing, creating, or participating in a disruption of any kind during working hours on School property;
12. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a colleague;
13. Using abusive, threatening or intimidating language at any time on School premises;
14. Initiating or participating in gossip or slander of other employees, parents, or students;
15. Failing to notify a supervisor when unable to report to work;
16. Unreported absence of three (3) days;
17. Failing to obtain permission to leave work for any reason during normal working hours;
18. Failing to observe working schedules, including rest breaks and meal periods;
19. Failing to provide a physician's certificate when requested or required to do so;
20. Sleeping or malingering on the job;
21. Making or accepting personal phone calls, text or email messages during working hours to the extent that it interferes with the performance expectations of the assignment, except in cases of emergency or extreme circumstances;
22. Working overtime without authorization or refusing to work assigned overtime;
23. Violation of dress standards;
24. Violating any safety, health, security or School policy, rule, procedure or violation of the School's drug and alcohol policy;
25. Committing a fraudulent act or a breach of trust under any circumstances;
26. Committing or involvement in any act of unlawful harassment of another individual;
27. Failing to promptly report work-related injury or illness;
28. Any other action or behavior, which could harm the School's, parents', or students' interest

This statement of prohibited conduct does not alter the School's policy of at-will employment. Either the employee or the School remains free to terminate the employment relationship at any time, with or without reason or advance notice.

C. Physical Contact with Students and Other Staff Members

It is the policy of the School that no staff member will use corporal punishment against a student. This prohibition includes: spanking, slapping, pinching, hitting or the use of any other physical force as retaliation or correction for inappropriate behavior. While the use of appropriate touching is part of daily life and is important for student development, a teacher and staff member must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that the individual not be touched, then that request must be honored without question.

The following forms of touching are never appropriate:

1. Sexually motivated physical conduct or touching
2. Angry or violently motivated touching
3. Inappropriate or lengthy embraces

4. Kissing of any kind
5. Corporal punishment
6. Sitting student on one's lap
7. Touching buttocks, chests or genital areas
8. Pushing a person or another person's body part
9. Showing affection in isolated areas
10. Wrestling with students or other staff members
11. Bench-pressing another person
12. Tickling
13. Piggyback rides
14. Massages
15. Any form of unwanted affection
16. Any form of sexual contact
17. Poking fingers at another person that results in an offensive contact
18. Having a student in an employee's vehicle or transporting a student
19. Intentionally being alone with a student
20. Any touching that would lead a responsible person to suspect inappropriate behavior.

For additional examples of unacceptable and acceptable Staff/Student Behaviors, see the School's Professional Boundaries Policy.

Restraining a child who is trying to engage in violent or inappropriate behavior may be permitted. Only such force as necessary to defend one's self or another or to protect property is legally allowed. Excessive force is prohibited. Violation of this policy could subject the teacher or staff member to discipline to include termination for cause. Additionally, the victim may choose to bring civil or criminal charges against the violator.

When interacting with younger children or children with a disability, an appropriate physical touch may sometimes be necessary. A touch for the purpose of redirecting or refocusing, assisting with physical care (i.e. cleaning up a small child after a bathroom accident) may be appropriate in limited circumstances although clearly inappropriate in more general circumstances.

It is impossible to define each and every instance when touching is inappropriate. Employees must use professional judgment and discretion related to physical touch.

This policy does not prevent appropriate forms of touching a student, including for the purpose of guiding them along a physical path, helping them up after a fall, engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another.

D. Off-duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform their job may result in disciplinary action and/or dismissal as allowed by law.

E. Drug and Alcohol Free Workplace and Awareness Program

The School will comply with all federal and state regulations regarding drug and alcohol use while employees are on the job. This policy covers all School employees and violation of the School's policy related to drug use is grounds for immediate termination. The School is concerned about the use of alcohol, illegal drugs and controlled substances as it affects the workplace, the School community and students. Though marijuana is legal in many California cities, it is still considered an illegal substance under Federal law and therefore considered an illegal substance for this policy. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety, and health and therefore seriously impair the employee's value to the School and its students. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and students and exposes the School to the risks of property loss or damage or injury to other persons. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace.

Conduct against this policy includes, but is not limited to, the following:

1. Driving a School vehicle, or a vehicle designated for school business, while under the influence of alcohol or an illegal or controlled substance;
2. Selling or purchasing an illegal or controlled substance, including while on the job, on school property, or in the presence of students;
3. Possessing or using alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students,
4. Under the influence of alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students.

The School will provide information to employees about:

1. The dangers of drug abuse in the workplace;
2. The policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and assistance programs; and
4. The penalties that the School may impose upon them for drug abuse violations occurring in the workplace.

Violation of these rules and standards of conduct will not be tolerated and may result in disciplinary action, up to and including termination of employment. The School may also bring the matter to the attention of appropriate law enforcement authorities. The School may terminate an employee who is convicted of a controlled substance offense to the extent allowed by law. Alternatively, the School may, as required or allowed in accordance with applicable law, require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

As a condition of employment, employees are required to notify the School in writing of any conviction for a violation of a criminal drug statute. Such notification must be made no more than five (5) calendar days after the conviction. The School may, as required by applicable law, notify federal or state agencies of any applicable employee convictions if such a report is required by law.

The School will provide reasonable accommodation to an employee who voluntarily requests an accommodation or leave of absence to voluntarily participate in a drug or alcohol rehabilitation program. Please note that the request must be made before the employer learns of a violation of the Drug and Alcohol Free Workplace policy. Any employee who participates in a rehabilitation program would still be responsible for following all other School policies. Employees returning from a voluntary rehabilitation program will be required to comply with a return-to-work agreement addressing the terms and conditions of continued employment.

In order to enforce this policy, the School reserves the right to conduct legal searches of school property and to implement other measures, which are in accordance with law and necessary to deter and detect violation of this policy. As a condition of employment, the employee agrees to abide by the terms of this policy.

The School will abide by all relevant laws, including laws regarding employee disability and reasonable accommodations in implementing this policy.

F. Tobacco Free Workplace

The School is a tobacco free workplace. No tobacco products are to be used in the workplace or at work functions. This includes all VAPE and e-cigarette products. Additionally, employees are required to adhere to any building and site policies regarding designated areas for smoking.

G. Punctuality and Attendance

Employee punctuality and consistent attendance contributes to the positive operations of the School. As such, attendance and punctuality are performance expectations and are measured on the overall job performance. Employee tardiness or chronic absenteeism causes unnecessary problems for students and fellow employees. While an employee is absent, other employees may be burdened with performing additional duties in order to maintain operations. Further, employees are expected to report to the workplace and be prepared to begin work at their scheduled reporting times. To avoid conflict with the daily operations of the School, employees should schedule personal affairs outside of regular working hours.

If an employee is unable to report for work on any particular day, they must call their supervisor or HR at least one hour before the time they were scheduled to begin working on that day in order to obtain pre-approval for the absence. An employee may be excused from this one hour notice requirement if extenuating circumstances prevented them from contacting the supervisor. In all cases of absence or tardiness, employees must provide the School with an honest reason or explanation.

Employees must inform HR or designee of the expected duration of any absence. Excessive absences, lateness or failure to give the supervisor advance notice for absence or lateness can result in disciplinary action or dismissal from employment. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

If the employee fails to report for work without any notification to their supervisor or to HR, and the absence continues for a period of three days, the School will consider it a voluntary resignation unless a written medical excuse is provided by a physician to confirm that the employee has not abandoned

their employment.

Employees with emergencies or situations that do not allow them to do their job, must inform their supervisor or HR within 24 hours. Failure to return phone calls or emails within 24 hours during workdays requires an explanation to the employee's supervisor. Failure to inform a supervisor of an expected absence, failure to return phone calls or emails for three (3) workdays without notice, and missing required deadlines or meetings constitutes abandonment of employment.

Please refer to the policies related to leaves of absence and paid sick days in the handbook for more information.

H. Attendance at Mandatory School Activities

Employees are required to attend scheduled staff meetings, professional development sessions, graduations, kick-off week activities, and other mandatory events as noted on the school calendar. Should an employee be unable to attend a mandatory event, they will need to utilize a day's worth of their sick or vacation leave, adjusted according to their Full-Time Equivalent (FTE) status. During the time of the missed mandatory event, staff should refrain from arranging meetings or participating in work-related tasks and will not be required to engage in any such activities at these times. Employees must notify their direct supervisor of their absence. Notice via email one-hour prior to the start time of the mandatory activity is requested to facilitate adjustments in planning and collaboration

I. Professionalism

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by their interactions with employees. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

Employees are encouraged to help make a good impression of the School by:

1. Communicating regularly.
2. Acting competently and dealing with others in a courteous and respectful manner.
3. Communicating pleasantly and respectfully with others at all times.
4. Following up on requests and questions promptly, providing professional replies to inquiries and requests.
5. Responding to email and voicemail within 24 business hours, or within a reasonable period of time depending on the assignment (employees should discuss this with their supervisor).
6. Taking pride in performing duties in an exceptional manner.

Employees may not bring their own children to school events (learning period meetings, assessments, school meetings, etc.) unless they are a student participant in the events or it is a general school event open to all students or employee families. The CEO or designee may grant an exception.

J. Dress Code

Each employee is a representative of the School in the eyes of the public. Therefore, each employee must report to work properly groomed and dressed in professional attire in a manner consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.Violation of the dress code is determined by the CEO or designee. The CEO or designee may issue more specific dress code guidelines at any time, which shall be in accordance with law. The standards of grooming and hygiene outlined below set the minimum requirements to which all employees, contract workers, and temporary staff are required to adhere.

Employee dress is described as business casual, which includes:

- Slacks, dockers and other office style pants,
- Skirts and dresses to or below the knee,
- Button down shirts, blouses, and sweaters.
- All clothes are to appear clean, pressed and without stains or holes.
- Inappropriate attire:
- Spaghetti straps or strapless tops,
- Overly baggy or tight so as to be revealing,
- Plunging necklines, midriff revealing tops, or any clothing that exposes the employee inappropriately,
- Clothing with offensive words or pictures,
- Any clothing that is overly casual (shorts, tank tops, athletic wear), appears dirty, wrinkled, or has stains or holes.

Overall grooming - Grooming standards for everyone includes the appearance of care and proper hygiene. Hair, makeup, and jewelry may not interfere with an employee's ability to perform the job duties or pose a safety issue. Facial piercings should be removed and tattoos should be covered during work hours. Excessive piercings or offensive tattoos may prohibit an individual from being considered for a customer facing assignment. The School reserves the right to ask any employee to cover inappropriate tattoos or remove any piercings that are not reflective of the school culture.

Exceptions - The School recognizes some events as acceptable for casual dress. The majority of the same dress and grooming standards apply, however employees may wear jeans, seasonally appropriate clothing, and more casual shoes. Requests for an exception to the dress code policy for religious beliefs or practices must be addressed to the CEO or designee or an HR representative. Each request will be evaluated on a case-by-case basis.

Supervisors are expected to inform employees when they are violating the dress code. Employees in violation are expected to immediately correct the issue. This may include having to leave work to change clothes. Repeated violations or violations that have major repercuss10ns may result in disciplinary action being taken up to and including termination.

K. Water Bottles

Employees are permitted to bring and carry water bottles on campus in accordance with California Education Code Section 38042. To protect equipment and materials, water bottles are not permitted in libraries, computer labs, science labs, or other areas where water may pose a risk of damage or safety hazard. Employees are expected to use good judgment and be mindful of their surroundings when

carrying water bottles throughout the school. Water bottles must have a secure, spill-proof lid.

L. Gifts to Employees

It is the policy of the School that no employee may accept any gift from an outside party, client, contractor, vendor, community provider, business associate, parent or student that is of such nature that it could affect their impartiality with regard to decisions or actions affecting school operations. Gifts with a value of less than $50 are excluded from this policy.

M. Fee and Cash Collection

No staff member, other than specifically authorized individuals, is permitted to accept cash and/or checks. All school events, for which money is collected, must be approved by the Director or designee who will supervise the collection of all fees and will be responsible for managing the receipts. Cash and/or checks should not be stored or locked in staff offices or desks. All financial transactions should be coordinated with the Director or designee. Employees must obtain approval from the Director prior to soliciting staff for donations or financial support for any outside event/activity.

N. Building Security

Building security is the responsibility of all staff. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that the office is secure; for example, all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all the appliances and lights are turned off with the exception of the lights normally left on for security purposes. Employees are not allowed on properties or leased facilities after hours without prior authorization from the Director, CEO or designee. All employees who are issued keys to the office are responsible for their safekeeping and will sign for receipt of such key.

Section IV: Personnel Policies and Procedures

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation, compensation, and discipline/dismissal practices periodically.

A. New Employee Orientation

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the School, and prepared for their position. New employee orientation, includes an explanation of the core values, vision, mission, goals, and objectives of the School. In addition, the new employee will be given an overview of benefits and complete any necessary paperwork through the HR department.

B. Residency and Service Area

Residency Requirement of Non-Office Staff
All staff are required to live within the service area of the School. The service area is defined as the regions where the School has actual student enrollment. While the School has the potential to serve students in various counties, the School only hires non-office employees who reside in cities or areas with current student enrollment. This ensures that staff can effectively support and engage with the student population. If a staff member moves out of the service area, they must notify their supervisor immediately. As maintaining residency within the service area is a condition of employment, non-office staff members who relocate outside of this area will no longer be eligible for employment with the School. The School is committed to maintaining high standards of service and support for our students, and adherence to the residency requirement is crucial in achieving this goal.

Residency Requirement for Office Staff
All office staff are required to live in a location where they can commute to the School offices or service areas. This ensures that office staff can consistently fulfill their duties and responsibilities on-site. If an office staff member moves to a location that hinders their ability to commute to the office, they must notify their supervisor immediately. As maintaining the ability to commute to the office or service area is a condition of employment, office staff members who relocate to a non-commutable location will no longer be eligible for employment with the School. Maintaining a consistent on-site presence is essential for the effective operation of our School, and adherence to the residency requirement for office staff is crucial in achieving this goal.

Service Area
All staff are required to reside within the service areas of the School. Some employees are hired to serve specific geographic locations within the service area and must continue serving their assigned areas throughout their employment. If an employee relocates away from their assigned service area, they must still fulfill their responsibilities in the original area assigned. Changes to service areas are determined based on the School's needs. Employees may face dismissal if it is determined by the School that they are unable to continue serving their assigned area due to relocation.

Rare Exceptions for Short-Term or Temporary Solutions
In rare circumstances, the School may hire or retain staff outside the service area, including out-of-state, for short-term or temporary solutions. These exceptions will be made at the discretion of the Director and must be ratified by the Board of Directors. These assignments can end at any time when the School determines the assignment is no longer needed. Such decisions will be based on the specific needs of the School and the availability of qualified candidates within the service area. Temporary out-of-area hires must still comply with all other School policies and expectations.

C. Remote Work Policy

MYA is a remote workplace that will require in-person attendance. This is stated in an employee's Job Description. Employees must adhere to all policies and procedures regardless of their remote work status.

Definitions
Remote work, working remotely, telework, telecommute, or work-from-home are defined as any work arrangement that allows employees to work outside of a primary worksite at an alternate location.

Remote Work Policy
Employees who work remotely are expected to maintain normal productivity and performance as if

they were conducting business onsite. They may not carry out work for anyone other than MYA during this time. Employees must use approved time off for absences. Employees must accommodate themselves for any of the following, but not limited to, on-site meetings, conferences, retreats, state testing,
team-building days, and/or training.

Availability and Communications
Because we have a flexible work environment, we ask that employees be available to take work related calls and attend meetings as needed with minimum disruption, Monday through Friday. The only requirements put in place around work location and time are that timelines are met, and student/School needs are tended and responded to in a reasonable time frame.

Workspace
Employees should establish a workspace that is safe and conducive to conducting day to day business. Employees are responsible for maintaining adequate and reliable internet service regardless of where they sit. Employees should seek a quiet and distraction-free working space, to the extent possible. MYA issues all employees the necessary equipment and software licenses to do their job effectively.

Equipment
MYA will determine and approve, with information supplied by the employee and the supervisor, the appropriate equipment needed for each employee. Equipment supplied by MYA will be maintained by MYA. Equipment supplied by the employee, if deemed appropriate by MYA, will be maintained by the employee. MYA accepts no responsibility for damage or repairs to employee-owned equipment. MYA reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by MYA is to be used for business purposes only. The employee must sign an inventory of all MYA property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all MYA property will be returned, unless other arrangements have been made.

MYA does not provide employees with office furnishings for their home offices. Employees are responsible for equipping and maintaining their home offices so that they can accomplish their work in an efficient and expeditious manner.

MYA will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. Occasionally, when pre-approved by the Director, employees will be reimbursed for business-related expenses that are reasonably incurred in carrying out the employee's job.

Virtual Meetings

While distractions are sometimes unavoidable, try to keep them to a minimum. No music or television in the background during meetings. Keep yourself muted during group video or audio conferencing unless you are speaking. Turning on video is required. We understand there may be rare occasions where you are unable to utilize your video, however, this should be the exception rather than the norm. Avoid eating a meal during a virtual meeting unless invited to do so by the meeting host. Smoking or vaping is not permitted during a video conference. Casual dress is acceptable; however, use discretion. We are a business casual environment. Avoid multitasking. Give your full attention to the meeting as if you were face to face.

Timekeeping
Hourly employees must accurately record all working time and may not work “off the clock.” Hourly employees must use timesheets approved by MYA and are required to log out for lunch as required by

law.

Confidentiality
MYA employees must adhere to policies as they relate to client and proprietary information even while working remotely. Employees agree to maintain confidentiality and keep passwords and other information safe at their remote work area.

Security
Remote employees will be expected to ensure the protection of proprietary information accessible from their home office. Steps include the use of regular password maintenance and any other measures appropriate for the job and the environment.

Workers Compensation
In the event of a job-related injury, employees should report the incident to their direct supervisor as soon as possible. Note that workers' compensation does not apply to injuries to any third parties or members of Employee's family on Employee's premises. Furthermore, workers' compensation does not apply to injuries incurred outside of working hours/outside of the remote workspace.

D. Employee Status

Employees may include exempt, nonexempt, regular full-time, regular part-time, and seasonal persons employed with the School who are subject to the control and direction of the School in the performance of their duties.

a. Exempt: Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.
b. Nonexempt: Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week. Nonexempt employees are also subject to meal period and rest break regulations.

Employee Status	Teacher Facilitator	Exempt Certificated and Classified	Non-Exempt Classified	Benefits
	(Student Caseload per Month)	(FTE)	(Hours per Week)	
Regular Full Time	19+ students	.75+ FTE	30+ hours	Eligible
Regular Part Time	10-18 students	.50 - .74 FTE	20-29 hours	Eligible
Non-Regular	9 or less students	.49 FTE or less	19 hours or less	Not Eligible

E. Student Counts

The teacher may indicate their desired student count with the School as a request, however, the needs

of the School will determine the number of students assigned to the teacher.

F. Job Duties

The assigned supervisor will clarify the job duties and the expectations for behavior and job performance. The employee's job responsibilities and tasks are subject to change and update during employment as stated in the at-will employment agreement and job description and job description. On occasion, the employee may be asked to work on projects, or to help with other work necessary or important to the operation of their department or the School. The employee's cooperation and assistance in performing such additional work is expected. The School reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer any employee's job positions, or assign additional job responsibilities.

G. Nonexempt Employees

1. Work Schedules

Business hours of school sites and offices (if any) shall be established by the CEO or designee. The CEO or designee will assign the classified staff's individual work schedule to ensure staffing throughout the workday. Employees are expected to be online or at their desks or workstations when ready to work.

For the purposes of pay and leave accrual calculations, full-time for classified employees, is defined as 2,080 working hours. The workweek begins at 12:01 a.m. Monday and ends at midnight on Sunday.

2. Rest Breaks and Meal Periods

a. Rest Breaks

Rest breaks are on the clock and duty-free. Employees are expected to return to work promptly at the end of any rest breaks.

b. Number of Rest Breaks

Nonexempt employees are provided one (1) paid ten-minute rest break for every four (4) hours worked (or major fraction thereof, which is defined as any amount of time over two (2) hours). A rest break is not authorized for employees whose total daily work time is less than three and one half (3.5) hours.

If the employee works a shift from three and one-half (3.5) to six (6) hours in length, they will be entitled to one (1) paid ten-minute rest break. If they work more than six
(6) hours and up to 10 hours, they will be entitled to two (2) paid ten-minute rest breaks. If the employee works more than 10 hours and up to 14 hours, they will be entitled to three (3) paid ten-minute rest breaks.

c. Timing of Rest Breaks

The employee is authorized and permitted to take a rest break in the middle of each four-hour work period. There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The employee will be informed if there are practical considerations that make this timing infeasible. In the event of these considerations, the immediate supervisor may need to schedule the rest breaks.

d. Meal Period

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if working more than five (5) hours in a workday. The employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period. If the total work period for the day is more than five (5) hours, but no more than six (6) hours, the meal period may be waived. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

e. Timing of Meal Period

As with rest breaks, the employee is authorized and permitted to take a meal period.

The meal period will be provided no later than the end of the fifth hour of work. For example, if work begins at 8:00 a.m., the meal period must begin by 12:59 p.m. (which is four hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure efficient business operations.

f. Second Meal Period

If the employee works more than 10 hours in a day, they will be provided a second, unpaid meal period of at least 30 minutes. Again, the employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period; the employee will be relieved of all duty. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period.

Depending on the circumstances, the employee may be able to waive the second meal period if the first meal period was taken and if the total hours worked for the day is no more than twelve hours. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

g. Timing of Second Meal Period

As with rest breaks, the employee is authorized and permitted to take a meal period. A second meal period is required if the employee's hours exceed 10 hours in one workday.

This second meal period will be provided no later than the end of the 10th hour of work. For example, if work begins at 8:00 a.m., the employee must start the second meal period by 5:59 p.m. (which is 9 hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure business operations.

h. Recording Meal Periods

The employee must clock out for any meal period and record the start and end of the meal period. Employees are not allowed to work "off the clock." Work time must be accurately reported on the time record.

i. Missed Rest Breaks and Meal Periods

If for any reason the employee is not provided a rest break or meal period in accordance with the policy, or if they are in any way discouraged or impeded from taking their rest break or meal period, or from taking the full amount of time allotted to them, the employee may be eligible for a missed rest break or meal period remedy and should immediately notify HR.

Anytime the employee misses a rest break or meal period that was provided to them (or they work any portion of a provided meal period), they will be required to report the time to HR and document the reason for the missed rest break and meal period.

Please also refer to the School's Timekeeping Policy.

j. Timekeeping

All nonexempt employees are required to record time worked for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after the meal period. Altering with this procedure in any way is not permissible and is subject to disciplinary action. Time cards in the payroll system are to be approved by the employee and the supervisor prior to each payroll. Any errors on the time card should be reported immediately to HR. Employees with consistent patterns of not following time recording responsibilities are subject to disciplinary actions.

All communication between the nonexempt employee and management concerning work related issues is not permitted after hours. Once the nonexempt employee has recorded the end of a work period at the end of the day, that employee is no longer clocked in. All work related correspondence will resume the next work day except in the case of an emergency or at the direction of the

supervisor. Nonexempt employees will be compensated at the appropriate rate of pay for any additional time worked outside of their work day.

k. Pay for Mandatory Meetings & Training

The School will pay nonexempt employees for attendance at meetings, lectures, and training programs when attendance is mandatory, and the meeting, course, or lecture is directly related to the job and is outside of the regular schedule. Unless otherwise noted, trainings and meetings are included as part of an exempt employee's regular pay.

l. Overtime

All overtime work must be requested in advance by the employee and authorized by the supervisor prior to the time to be worked. Nonexempt classified employees may be directed to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. The School provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law. All hours worked in excess of eight (8) hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. The work week begins at 12:01 a.m. Monday and ends at midnight on Sunday.

Compensation for hours in excess of 40 hours for the workweek, or in excess of eight (8) hours and not more than 12 hours for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate of one-and-one-half times the employee's regular rate of pay. Compensation for hours in excess of 12 hours in one workday and in excess of eight (8) hours on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

H. Exempt Employees

The School will pay exempt employees a salary rather than by the hour. Once an employee's sick days have been exhausted or are otherwise unavailable, the School will deduct pay from an exempt employee's salary under the following circumstances: (i) one or more full days absences for personal reasons; (ii) one or more full day absences for illness, injury, or sickness, (iii) one or more full work weeks disciplinary suspensions; and (iv) partial (for intermittent leave) or full day absences during an approved family or medical leave in accordance with law. Exempt employees who believe that the School made an incorrect or improper salary deduction should promptly report the deduction to their supervisor or the HR department. If the School incorrectly or improperly made a deduction from an exempt employee's salary, it will reimburse the employee for the deducted pay as soon as possible.

I. Salary Overpayments

Because the School receives public funds, the School is obligated by law to seek reimbursement for any salary overpayment and cannot waive the recovery of the overpayment. Employees who receive excess pay as a result of a payroll error are required to return the funds to the School. The School will

provide the employee with the correct salary calculation and the amount that is owed to the School. The employee may return the overpayment in full through a cashier's check or money order or allow the School to deduct the overpayment from the next paycheck. The School may arrange for a repayment plan that is mutually agreeable to both the School and the employee and does not exceed one calendar year from the date of the overpayment. Should an employee resign prior to completing the repayment, the full amount shall become due upon termination. A repayment plan may be offered to a terminated employee not to exceed three (3) months in duration.

J. Employee Evaluation

Supervisors will conduct performance reviews with all regular full-time and regular part-time employees annually. Supervisors may conduct informal performance reviews and goal setting sessions more often if they choose. Performance reviews are designed for the supervisor and the employee to discuss their current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, the employee and supervisor will discuss ways in which the employee can accomplish goals and/or learn new skills.

Performance review and goal setting sessions may or may not have a direct effect on any changes in salary compensation. For this reason, among others, it is important to prepare for these reviews carefully and participate in them fully. Additional details on employee evaluations will be provided by Human Resources upon hire.

K. Corrective Action

All employees are expected to meet School standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with School policies and procedures. If an employee does not meet these standards, the School may or may not, at its sole discretion, take corrective action, other than immediate dismissal. Employees have no entitlement to corrective action or progressive discipline prior to dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The School holds each of its employees to certain work rules and standards of conduct. When an employee deviates from these rules and standards, the employee may be terminated, or, at the School's discretion, be subject to corrective action by a supervisor.

Corrective actions may include, but are not required to include, an oral warning, a written warning, probation, suspension, and termination of employment. In deciding which initial corrective action would be appropriate, a supervisor may consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record. As an at-will employer, the School may use all, some or none of the corrective actions described and will handle corrective action based on its own discretion.

Though the School will try to find paths for improvement whenever possible, the School considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, any

misconduct concerning a child/student, vandalism or destruction of School property, trespassing, the use of School equipment without prior authorization, untruthfulness about personal work history, skills, or training, divulging proprietary information, and misrepresentations of the School to another employee, a prospective employee, or the general public.

Nothing in this section or any other section alters an employee's status as an at-will employee who may be terminated, with or without cause and with or without advance notice at any time by the School. Nothing in this section is intended to interfere with an employee's rights to communicate or voice concerns that are protected by Federal and State law.

L. Procedure for Disciplinary Action

The corrective action process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with School policies and procedures and/or other disciplinary problems.

Corrective actions may be taken at the discretion of management and include any of the following:

a. Verbal counseling, which may be confirmed in writing by the supervisor
b. Written warning, which will be placed in the personnel file
c. Suspension, which will be confirmed in writing for the personnel file. Suspension is normally used to remove an employee from the organization premises during an investigation, or as a disciplinary action. This may be paid or unpaid. If the employee is suspended, it will be documented in the personnel file.
d. Discharge, which will be documented in the personnel file.

The corrective action process will not always commence with verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or subsequent offense. Consideration will be given to the seriousness of the offense, the intent and motivation to change the performance, and the environment in which the offense took place. As a reminder, employment remains at-will before, during, and after a disciplinary action.

M. Terminations

There are two types of terminations that may affect employees. Voluntary termination results when an employee voluntarily resigns their employment. Involuntary terminations result when the School makes the decision to end the at-will employment agreement.

Regardless of the reason for termination, all school-owned property, including vehicles, keys, credit cards, student files, or school property in the possession of the employee must be returned to the School immediately upon termination from employment, within 72 hours from the final date of employment with the School. Employees are not to recruit students from the School to a new place of employment.

All wages owed will be paid out upon the date of termination for involuntary terminations or within 72 hours after an employee's resignation if the employee gave 72 hours or less notice.

N. Personnel Records

Employees have a right to inspect certain documents in the personnel file as provided by law. The contents of personnel records will be available for inspection to the current or former employee, or their representative, at reasonable intervals and at reasonable times, but not later than thirty (30) calendar days from the date the School receives a written request. However, the employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to inspect the records, and the agreed-upon date does not exceed thirty-five (35) calendar days from receipt of the written request. Additionally, the School shall provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, to a current or former employee, or their representative, no later than thirty (30) calendar days from receipt of the request, unless the current or former employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed thirty-five (35) calendar days from the employer's receipt of the written request.

The employee may add comments to any disputed item in the file. Only HR, the CEO or designee is authorized to release information about current or former employees. Disclosure of personnel related information to agencies or individuals outside the School will be limited and in accordance with law; however, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required. The School is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the School in the event of a name or address change.

O. Destruction of Personal Information Records

In the course of the employee's duties at the School, they may encounter records which contain personal information (i.e., a person's name and Social Security Number, driver's license number, state identification number or any account number, credit or debit card number, access code or passwords that may permit access to an individual's financial account, payroll, or personal health information). The School expects all employees to take appropriate measures to maintain the confidentiality and integrity of such information and prevent unauthorized access. Employees must ensure hard copies of documents are stored securely, such as in a locked file cabinet, with access provided only to authorized individuals with a need to know. Electronic media must be encrypted or password protected. Passwords should never be included in any transmission that also contains the data. Employees should dispose of data no longer needed by shredding paper documents and properly erasing electronic media to ensure that the personal information cannot be read or reconstructed. Failure to follow proper storage and disposal procedures may result in disciplinary action up to and including termination.

P. Employment Posters

The School maintains bulletin boards in School offices and on the HR information system that contain important information about employment. In addition to federal and state required notices, school-related information will also be available in these locations. All employees are encouraged to look at the online bulletin board regularly and to read all of the information displayed and made available in detail. Any questions about the information should be directed to the supervisor or HR. These bulletin boards are reserved for School use only; employees may not post or remove any

information from them.

Q. Outside Employment

This policy is not intended to prohibit an employee from working an appropriate second job. Employees are permitted to engage in outside work or hold other jobs, subject to certain restrictions as outlined below.

1) Activities and conduct away from the job must not compete, conflict with or compromise the school interests or adversely affect an employee's job performance and the ability to fulfill all responsibilities to the School. Employees are prohibited from performing any services for customers on non-working time that are normally performed by the School. This prohibition also extends to the unauthorized use of any school tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.
2) Employees are cautioned to consider carefully the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, it must be discontinued, and, if necessary, normal disciplinary procedures will be followed to deal with the specific problem.
3) In evaluating outside work, the following guidelines will be considered to determine whether the proposed employment is allowed. Employees may not engage in outside employment that:
    a) involves working for a competing or similar model School;
    b) occurs during work hours without the use of appropriate leave;
    c) actually or potentially results in a conflict of interest with or interfere with the employee's responsibilities to the School;
    d) involves working for an organization that does business with the School, such as contractors, community providers, suppliers and customers;
    e) may adversely affect the School's image.
4) Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

If it is determined that the outside employment constitutes a conflict of interest or disruption of the School's operation, the employee will be asked to limit or restrict the outside employment. Disciplinary action up to and including termination of employment may be taken for outside employment that is inconsistent with this policy unless otherwise approved.

R. Whistleblower Policy

It is the policy of the School to encourage its employees and applicants for School employment to disclose improper governmental activities, based in part on California Education Code Section 44110 et. seq. and to address written complaints that allege acts or attempted acts of interference, reprisal, retaliation, threats, coercion or intimidation against employees or applicants who disclose improper

governmental activities. School management has the responsibility to seek out and correct any and all abuses resulting from improper governmental activities, and to protect those who come forward to report improper governmental activities.

Concerns that may be raised include, but are not limited to, the following:

a. Reporting suspected violations of local, state, and federal law, including but not limited to federal laws and regulations;
b. Providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and
c. Identifying potential violations of School policy, specifically the policies contained in the handbook with reference to employee safety or health, unsafe working conditions or work practices in the employee's employment or place of employment.

A whistleblower can also be an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or non-compliance with a local, state or federal rule or regulation.

The School may not:

a. Make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower;
b. Retaliate against an employee who is a whistleblower;
c. Retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation; or
d. Retaliate against an employee for having exercised their rights as a whistleblower in any former employment.

S. Complaint Procedure

The School encourages employees to resolve issues or concerns at the lowest level possible to ensure a positive and professional work environment. When issues cannot be successfully resolved or the issue is serious in nature against the supervisor, the employee should bring the matter to the attention of HR for assistance. The complaint procedure approved by the Board of Directors is as follows:

1. The complainant will bring the matter to the attention of the Human Resources manager as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or were not appropriate; and
2. The complainant will reduce their complaint to writing, indicating all known and relevant facts, in the School's Internal Complaint Form. The Human Resources manager or designee will then investigate the facts and provide a solution or explanation
3. If the complaint is about the Human Resources manager, CEO, or Director, the complainant may file their Internal Complaint Form with the President of the School's Board of Directors, who may then confer with the Board and may conduct a fact-finding investigation or authorize a third party investigator on behalf of the Board. The Board President or investigator will report their findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns, and the need for resolution without fear of adverse consequences to employment.

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaint or participation in any complaint process.

3. Resolution: The School will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

T. Uniform Complaint Procedures

The School will provide annual notice to all employees of the Uniform Complaint Procedures that may be used to allege a violation of federal or state laws governing certain educational programs. Copies of the Uniform Complaint Procedures and additional information may be found in the board policy section on the School's website or by contacting HR.

U. Arbitration Agreement

Agreement to Arbitrate Disputes and Claims

The School and employee mutually agree to submit to binding arbitration any and all disputes or claims they could otherwise pursue in court arising from or relating to employee's recruitment to or employment with the School, or the termination of that employment, including claims against any current or former agent or employee of the School, whether the disputes or claims arise in tort, contract, or pursuant to a statute, regulation, or ordinance now in existence or which may in the future be enacted or recognized, including, but not limited to, the following:

- claims for fraud, misrepresentation, promissory estoppel, fraudulent inducement of contract or breach of contract, whether such alleged contract or obligation be oral, written, or express or implied;
- claims for wrongful termination of employment, violation of public policy and constructive discharge, infliction of emotional distress, interference with contract or prospective economic advantage, defamation, unfair business practices, invasion of privacy;
- claims for employment discrimination, retaliation or harassment
- claims for violation of local, state or federal wage and hour laws, such as non- payment or incorrect payment of wages, sick pay, commissions, bonuses, severance, employee fringe benefits, or stock options.

The School and employee understand and agree that the arbitration of the disputes and claims covered by this Agreement shall be the sole and exclusive mechanism for resolving any and all existing and future disputes or claims arising out of employee's recruitment to or employment with the School or the termination thereof, except as set forth below.

Claims Not Covered by this Agreement

The following claims are not subject to arbitration under this Agreement:

1) claims for workers' compensation benefits, state or federal disability benefits or state unemployment benefits;
2) administrative charges or claims filed with a federal, state or local government office or agency, such as the Equal Employment Opportunity Commission ("EEOC") or any comparable state anti-discrimination agency, or the National Labor Relations Board ("NLRB");
3) any claims that, as a matter of law, cannot legally be subject to arbitration;
4) claims under an employee benefit or pension plan that specifies a different arbitration procedure;
5) litigation pending in a state or federal court as of the date Employee signs this Agreement; or
6) claims brought pursuant to the California Labor Code Private Attorneys General Act of 2004.

Waiver of Right to Trial

The School and employee understand and agree that the arbitration of disputes and claims under this Agreement shall be instead of a trial before a judge or jury. The School and employee understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury, regarding any disputes and claims they may have that are subject to arbitration under this Agreement.

No Consolidation of Claims / Waiver of Class Claims

The School and employee agree to individualized arbitration, with claims pertaining to different employees to be heard in separate proceedings. This means that no other person shall be entitled to join or consolidate in arbitration any claim by or against other current or former School employees. As such, except as set forth above, the School and employee agree that both the School and employee hereby waive any right to bring on behalf of other persons, or to otherwise participate in, a class, collective or representative action (i.e. a type of lawsuit in which one or several persons sue on behalf of a larger group of persons).

Arbitration Procedures; Final and Binding Award

The arbitration shall be conducted by a single neutral arbitrator in accordance with the then-current Employment Arbitration and Mediation Procedures of the American Arbitration Association ("AAA"), which can be viewed at http://www.adr.org/employment. The School will provide the employee with a copy of these rules upon request. The arbitration shall take place in the county of the state in which the employee is or was last employed by the School, unless the School and the employee mutually agree on a different location. All parties shall be entitled to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. Any disputes between the parties regarding the nature or scope of discovery shall be decided by the arbitrator. The arbitrator shall hear and issue a written ruling upon any motions brought by either party, including but not limited to, motions for summary judgment or summary adjudication of issues.

After the hearing, the arbitrator shall issue a written decision setting forth the award, if any, and

explaining the basis therefore. The arbitrator shall have the power to award any type of relief that would be available in court. The arbitrator's award shall be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction. In the event of any conflict in the arbitration procedures set forth in this Agreement and the AAA rules specified above, the AAA rules shall control.

Notwithstanding the foregoing, and regardless of what is provided by AAA's rules, the arbitrator will not have authority or jurisdiction to consolidate claims of different employees into one proceeding, nor shall the arbitrator have authority or jurisdiction to hear the arbitration as a class, collective or representative action.

Governing Law

The School and employee understand and agree that any disputes and claims to be arbitrated under this Agreement shall be governed by the laws of the state in which the employee was employed at the time the arbitrable disputes or claims arose. This Agreement is governed by the Federal Arbitration Act. The School and employee intend that this Agreement be limited to those claims that may legally be subject to a pre-dispute arbitration agreement under applicable law. A court construing this Agreement may therefore modify or interpret it to render it enforceable.

Costs of Arbitration

The School and employee agree that the School will bear the arbitrator's fee and any other type of expenses or cost that the employee would not be required to bear if they were free to bring the disputes or claims in court. Otherwise, the School and employee shall each bear their own attorneys' fees and costs incurred in connection with the arbitration. The arbitrator shall have the authority to award attorneys' fees and costs as required or permitted by applicable law. If there is a dispute as to whether the School or employee is the prevailing party in the arbitration, the arbitrator will decide the issue.

Severability

The School and employee understand and agree that if any term or portion of this Agreement shall, for any reason, be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of this Agreement shall not be affected by such invalidity or unenforceability but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

Complete Agreement

The School and employee understand and agree that this Agreement contains the complete agreement between the School and employee regarding the subjects covered in it; that it supersedes any and all contrary prior representations and agreements between the School and employee on these subjects, if any; and that it may be modified only in writing, expressly referencing this Agreement and employee by full name, and signed by an authorized representative of the School and the employee.

Knowing and Voluntary Agreement

The employee has been advised to consult with an attorney of their own choosing before signing this Agreement. The employee agrees to read this Agreement carefully and understands that by signing it, they are waiving all rights to a trial or hearing before a judge or jury with respect to any and all disputes and claims regarding employee's employment with the School or the recruitment to or

termination thereof that are subject to arbitration under this Agreement.

Section V: Operational Considerations

A. Employer Property

Anything purchased with school funds such as computers and educational materials are considered School property and must be maintained according to School rules and regulations. School property is to be used only for work-related purposes. The School reserves the right to search and inspect all School property and any property used by employees in work related duties to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

Employees may make or accept personal telephone calls, text messages, or emails within reason during working hours to perform important personal business. It is also acceptable to use a computer to perform the same minimal personal tasks. Employees may not use the School's phone to make personal calls that would incur long distance fees.

The School may periodically need to assign and/or change passwords and personal codes for voicemail, email and computer. Except as provided herein, these communication technologies and related storage media and databases are to be used only for School business and they remain the property of the School. The School reserves the right to override any such password system at any time at its sole discretion, with or without cause.

Prior authorization must be obtained from the CEO or designee before any School property may be removed from the School offices, except in the course of normal movement of educational materials/computers by the employee. In this case, regular check-out/tracking procedures must be followed.

Terminated employees who work at a school office should remove any personal items at the time they leave the School office. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Employees must safeguard and not damage/destroy School property, including computer hardware or software, e-mails, internal files, notes and correspondence, student records, papers, recordings, pictures, screenshots, and any other items of any nature that belong to or concern the School. Upon separation of employment, employees must return all of the School's property and proprietary information as soon as possible, no later than 72 hours from the final date of employment, and not share, destroy, or retain any copies of such property and information.

Any employee who is found to have neglected or misused the School's property will be subject to disciplinary action up to and including termination. If an employee's misuse of the School's property damages the property, the School reserves the right to require the employee to pay all or part of the cost to repair or replace the property. Misappropriation of the School's property is grounds for immediate termination and possible criminal action.

B. Use of Electronic Media

The School uses various forms of electronic communication including, but not limited to computers,

email, telephones and web sites. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the School and are to be used only for School business and not for any personal use, except as allowed above.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose that is illegal, against School policy or not in the best interest of the School.

Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, discrimination, harassment, or related actions will be subject to discipline up to dismissal. The School reserves the right to require authorization prior to installation of software on a School computer and/or mobile devices.

All electronic information created by any employee using any means of electronic communication is the property of the School and remains the property of the School. With School approval, employees may use personal passwords for purposes of security, but any employee's use of a personal password does not affect the School's ownership of the electronic information. The School may at any time override all personal passwords for any reason.

The School reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of School policy or any law occurs. Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by school administration.

Access to the Internet, websites, and other types of School-paid computer access are to be used for School related business. Any information about the School, its products or services, or other types of information that will appear in the electronic media about the School must be approved by the CEO or designee before the information is placed on an electronic information resource that is accessible to others.

Questions about access to electronic communications or issues relating to security should be addressed to the CEO or designee.

C. Social Media

Social media can serve as a powerful tool to enhance communication. This technology can provide many benefits for communication. This section addresses employees' use of publicly available social media networks including: personal Websites, Web logs (blogs), WIK.Is, social networks, online forums, virtual worlds, and any other social media platforms. The School takes no position on employees' decision to participate in the use of social media networks for personal use on personal time. However, use of social media for personal use during School time or on School equipment is prohibited. In addition, employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

General Statement

The line between professional and personal relationships is blurred within a social media context. When employees choose to join or engage with students, families or fellow employees on social media platforms outside those approved by the School, they are expected to maintain their professionalism as School employees and are responsible for addressing inappropriate behavior or

activity on these networks, including requirements for mandated reporting obligations. Employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

Employees are expected to serve as positive ambassadors and to remember they are role models to students in the community. Because readers of social media platforms may view the employee as a representative of the School, employees must observe the following guidelines when referring to the School, its students, programs, activities, employees, volunteers and communities on any social media platforms.

Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media platform or engage in communications or conduct that is harassing, threatening, bullying, libelous, or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying. Be sensitive about linking to content. Redirecting to another site may imply an endorsement of its content.

Employees must make clear that any views expressed are their own and do not necessarily reflect the views of the School. Employees may not act as a spokesperson for the School or post comments as a representative of the School, except as authorized by the CEO or designee. When authorized as a spokesperson for the School, employees must disclose their employment relationship with the School.

Professional Boundaries and Electronic Communication With Students

Consistent with the School's Professional Boundaries Policy and the requirements of California SB 848, employees must maintain appropriate professional boundaries with students in all forms of electronic communication, including social media platforms, text messaging, and other digital channels.

Employees are prohibited from engaging in one-on-one electronic communication with students, including via social media, direct messaging, or text, that excludes the student's parent or guardian, except in circumstances where such communication is necessary for legitimate academic purposes and is conducted through School-approved platforms. Any such communication should be brief, professional, and limited to academic or school-related matters. Age and grade level of students should inform the degree of caution applied, with greater restrictions observed for students under the age of 18.

Employees should not connect with students on personal social media accounts or allow students to follow personal accounts. School employees' personal social networking profiles and blogs should not be linked to students' online profiles. Employees should not have social media interactions with students outside of School-approved platforms dedicated to academic use.

When contacting students outside of school hours, communication must be kept to a minimum, conducted through School-approved channels whenever possible, and limited strictly to academic support or general information relevant to all students. Employees must never use electronic communication to disclose confidential information or engage in conduct that would otherwise violate

this policy or the School's Professional Boundaries Policy.

Employees are reminded that electronic communications with students may be subject to review by the School and that violations of these standards may constitute grounds for disciplinary action up to and including termination, and may also implicate state law.

Protect confidential information. Employees may not disclose information on any social media network that is confidential or proprietary to the School, its students, or employees or that is protected by data privacy laws. Employees should be thoughtful about what they publish and must make sure they do not disclose or use confidential information. Students, parents, and colleagues should not be cited or obviously referenced without their approval. For example, ask permission before posting a student (s)/co-worker'(s) picture on a social network (student photos require parental consent) or publishing a conversation that was meant to be private.

It is acceptable to discuss general details about student projects, lessons, or school events and to use non-identifying pseudonyms for an individual (e.g., teacher, students, parents) so long as the information provided does not make it easy for someone to identify the individual or violate any privacy laws. Public social networking sites are not the place to conduct School business with students or parents; please conduct these interactions using the School's network.

Employees may not post any private images of the School premises and property, such as workrooms, offices, including floor plans. Nothing in this policy is meant to prevent employees from posting information that is allowable by the National Labor Relations Act.

Be transparent. Honesty or dishonesty will be widely available on social media. If the employee is posting about their role at the School, the employee must use their real name and identify their employment relationship. The employee must be clear about their role; if they have a vested interest in something being discussed, to be the first to point it out.

Perception can be reality. In online networks, the lines between public and private, personal and professional are blurred. Employee's identification as a School employee, may create perceptions about expertise and about the School by community members, parents, students, and the general public. When posting online be sure that all content is consistent with employee work values and with the School's beliefs, core values and professional standards.

Work/Personal Distinction. Staff members are encouraged to maintain a clear distinction between their personal social media use and any School-related social media sites. The employee may consider setting up separate social media accounts for personal and professional use.

Personal Social Networking & Media Accounts. Before employees create or join an online social network, they should ask themselves whether they would be comfortable if a 'friend' decided to send the information to their students, the students' parents, or their supervisor. School employees must be mindful that any Internet information is ultimately accessible to the world.

Social Interaction with Students. Employees should not have online interactions with students on social networking sites outside of those forums dedicated to academic use. School employees' personal social networking profiles and blogs should not be linked to students' online profiles.

Contacting Students Off-Hours. Employees should only contact students for educational purposes and must never disclose confidential information possessed by the employee by virtue of their employment. Contacting students after hours must be kept to a minimum and be strictly for the purpose of academic support or to relay general information to all students.

Be a positive role model. Educational employees have a responsibility to maintain appropriate employee-student relationships, whether on or off duty. Both case law and public expectations hold educational employees to a higher standard of conduct than the general public. Employees must be mindful that their online presence and conduct, even on personal accounts and personal time, may reflect on the School and on their professional standing. Content posted online should be consistent with the professional standards expected of School employees.

School Logo. The use of the School logo(s) on a social media site or elsewhere must be approved by the CEO or designee.

The School expects all who participate in social media to understand and follow these guidelines.

D. Public Relations

Serving students and families requires a variety of professional skills. School employees are expected to demonstrate the following communication skills and abilities:

1. Ability to transmit passion for learning to students and families.
2. Flexibility and adaptability.
3. Well developed, clear communication and interpersonal skills that maintain a respectful, professional and courteous manner.
4. Conflict resolution skills.
5. Openness to differing views and objectives.
6. Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
7. Serve the student and parent's needs to the best of their ability without allowing their own convenience to interfere.

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by the employees; employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

Below are several things employees can do to help leave people with a good impression of the School. These are the building blocks for continued success.

1. Communicate regularly.
2. Act competently and deal with others in a courteous and respectful manner.
3. Communicate pleasantly and respectfully with other employees at all times.
4. Follow up on requests and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.

5. Respond to email and voicemail within 24 hours during the workweek.
6. Take great pride in their work and enjoy doing their very best.
7. Be proactive and work to anticipate the needs of those being supported.

When an employee encounters an uncomfortable situation that the employee does not feel capable of handling, their supervisor should be contacted immediately. If a problem develops or if a parent remains dissatisfied, the employee should contact their supervisor for assistance.

Employees should not speak to the media on the School's behalf without contacting the School's CEO or designee. All media inquiries should be directed to the CEO or designee.

E. Solicitation & Distribution

In order to ensure smooth operations, the School has established the following guidelines to be respected while at work. As long as it is done during non-working hours for all employees involved (such as meal periods or rest breaks), employees are permitted to engage in solicitation (i.e., asking for contributions, selling merchandise) anywhere on School premises, as long as it is done in a non-disruptive and inoffensive manner. Employees may only engage in distribution (i.e., handing out pamphlets, literature, petitions) during non-working hours for all employees involved and in non-working areas (such as the lunch room). Solicitation or distribution is not allowed in areas open to the public. Employees are prohibited from posting notices on the School bulletin board or in any other office location and from removing any items without management approval. The School may, at its discretion, authorize certain fund-raisers and collections for employee gifts. Employees who want to organize such an event, must obtain prior approval from the supervisor. Solicitation and distribution by non-employees is prohibited at all times on School property.

F. Inclement Weather/Emergency Closings

At times, emergencies such as severe weather, fires, or power failures can disrupt School operations. The decision to close the school will be made by the CEO or designee. When the decision is made to close the school, employees will receive official communication from their supervisors regarding remote work, scheduled in-person meetings, and student services as soon as practicable. Time off from scheduled work due to emergency closings will be unpaid for all nonexempt employees. However, employees eligible for vacation may elect to utilize their available vacation hours in order to remain in paid status.

Employees should not conduct in-person meetings in public locations if conditions are unsafe or if public facilities are closed and should coordinate alternative arrangements with their supervisor. In general, the School will follow the decisions of the local community. Days that the School is closed due to inclement weather or other emergency may create a need to extend the work year or shorten holiday breaks.

Section VI: Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help maintain a safe workplace, everyone must be safety-conscious at all times. In compliance with

California law, and to promote the concept of a safe workplace, the School maintains an Injury and Illness Prevention Program.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity. See the School's Safety Plan for more information.

A. Student Safety

The effective employee is concerned for the welfare of students and takes measures to insure their welfare. Nevertheless, it is important to be aware of the possible consequences of negligence. The employee is responsible to act in a reasonable and prudent manner at all times. Specifically, the employee must do the following:

1. Never leave students unsupervised and ensure that another responsible adult is present when leaving students.
2. Require students to conduct themselves in an orderly, safe manner and administer such disciplinary actions as are reasonable and proper in any situation involving student misconduct.
3. Report any unsafe conditions to the supervisor so that it may be corrected.
4. Strictly adhere to all stated policy of the district and of the School.

Failure by employees to meet their responsibilities may have severe consequences (e.g., revocation of their license, criminal charges, etc.). Additionally, teachers may be held legally liable for negligence in the performance of their duties.

B. Employee Safety

The School is committed to providing the resources necessary to develop, implement, and administer a safety program for the protection of its employees. All administrative personnel and employees are expected to meet their responsibilities to make the safety program effective and productive. Periodic reviews of the safety program will be conducted by administration to maintain its effectiveness.

Employees who conduct work-related duties in public or offsite locations (including libraries, cafes, or community spaces) are expected to exercise reasonable judgment to ensure personal safety. Employees should immediately remove themselves from any situation they reasonably believe to be unsafe and report the concern to their supervisor or HR without fear of retaliation.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the supervisor, CEO, or HR. When reporting the injury, the employee should advise staff if emergency services should be involved, or if the injury requires medical attention. HR will help determine the best course of action. If an injury does not require medical attention, an Employer Report of Injury/Illness Form must still be completed in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred. The employer will immediately notify OSHA in the event the employee sustains a serious illness, injury, or exposure that results in hospitalization as per

CalOSHA guidelines.

C. Transporting Students

Employees are not permitted to transport students. In the event a student needs transportation for a school-related purpose, the School will arrange for transportation in coordination with the parent or guardian.

D. Employee Driving Policy

MYA must ensure that risks to the School are minimized and ensure that only safe drivers are allowed to drive on School business. The Board requires that all employees who regularly drive as part of their job duties ("Driving Employees") meet minimum standards of safety and insurance, which must be verified by the School. Driving employees must obey all traffic laws and drive safely while on School business.

Positions requiring driving shall state such in the job description and staff will be required to maintain a valid driver's license and vehicle insurance in order to meet the minimum qualifications of the position and perform the essential duties of the role. This policy covers all school employees and violation of the School's policy is grounds for discipline up to and including termination.

Driver's License and Insurance Coverage

1. In order to operate a personal vehicle when used to perform MYA business, Driving Employees must have a valid driver's license and automobile insurance meeting the minimum standards established in this policy at all times. Evidence of the Driving Employee's driver's license and automobile insurance certificate will be kept on file. The Driving Employee is responsible for providing an updated driver's license and automobile insurance certificate whenever it expires or upon request. The Director or designee must be notified immediately if the Driving Employee no longer has a valid driver's license or insurance certificate.
2. Any Driving Employee whose driver's license or insurance certificate lapses or is canceled or revoked for any reason, and who cannot otherwise arrange for travel as required by their position, may be terminated or placed on inactive/unpaid status until the issue is remedied.
3. MYA requires that a Driving Employee carry the following insurance amounts and coverage:
    a. Automobile Liability - $100,000 per person; $300,000 per occurrence
    b. Property Damage - $50,000 per occurrence
    c. Medical Payments - $5,000 per person

Notification of Traffic Violations Resulting in Criminal Convictions

MYA receives notifications from the Department of Justice (DOJ) when an employee has been arrested and when there has been a conviction for a crime. Notification of a traffic violation resulting in a misdemeanor or felony charge will be discussed with the employee. Certain driving violations may be grounds for termination from a position that requires regular driving such as:

1. Attempting to evade a police officer
2. Driving with a revoked or suspended license
3. Hit and run

4. Speeding over one hundred (100) miles per hour
5. Reckless driving
6. Driving under the influence of drugs and alcohol

Responsibilities of Human Resources

When recruiting for positions that require the employees to operate a vehicle, the posting notice shall advise applicants that a current driver's license record and verification of automobile insurance will be required prior to a final job offer.

Employee Responsibility

Employees are responsible for maintaining driver's licenses and special certificates required for the performance of job duties. Employees are also responsible for promptly notifying their supervisor of expiration, conviction, or other DMV actions against their driver's license or certificate by no more than five (5) business days from the occurrence.

Use of Electronic Devices While Operating a Vehicle

MYA recognizes staff members may spend a considerable amount of time driving for business purposes. It is the intention of the School to ensure all staff members are safe while driving a vehicle. Although hands-free options are available, it is the policy of the School to discourage employees from utilizing a cell phone or other electronic devices while operating a vehicle. Distracted driving can be described as any visual, cognitive or manual distraction which takes attention away from the task of safe driving.

Employees are expected to follow all federal and state distracted driving laws. Employees who are charged with traffic violations resulting from the use of an electronic device while driving will be solely responsible for all liabilities that result from such actions.

The School highly encourages employees to use their best judgment and reserve all conversations conducted on an electronic device for when they are not in operation of a vehicle. It is recommended that employees find a safe location and park their vehicle prior to placing or accepting a telephone call. Texting while driving is prohibited. Voice texting while driving is strongly discouraged. Safety must come before all other concerns.

Revocation of Driving Privilege

1. The Human Resources Director or designee will monitor the subsequent arrest notifications from the DOJ. Any Driving Employee who is convicted of a DUI, loses their driver's license or driving privilege, or is deemed to be a "negligent operator" by the DMV, and fails to make suitable arrangements for alternative transportation to maintain meetings as an essential function of their position will immediately be placed on unpaid administrative leave.

2. Seatbelts are an essential element of the School's safety procedures. To emphasize seat belt awareness, one (1) seatbelt violation while on MYA business will equate to a moving violation and may lead to disciplinary action. Repeat seatbelt violations could lead to termination of the at-will employment agreement.

Alternative Transportation

All employees must make suitable arrangements to ensure timely attendance at all appointments that

are essential job functions. With the advance approval of the Director or designee, the employee may be reimbursed the actual miles traveled using the Schools' current mileage reimbursement rate, for their travel using public transportation or rideshare service where a personal vehicle is not available or alternative transportation is not feasible. Driving Employees will not be reimbursed additional charges and expenses outside of the actual miles traveled for utilizing a rental car, taxi, or rideshare service in the event that the employee's personal vehicle is unavailable.

Nothing in this policy is intended to replace the employer's responsibility to engage in the interactive process with an employee who has requested accommodation due to an illness, injury, or disability. The HR manager or designee will ensure compliance in all matters pertaining to this policy.

E. Contagious Illnesses in the Workplace

The School realizes that employees with contagious temporary illnesses such as influenza (including COVID-19, H1N1 or Swine Flu), colds, and other viruses, or other communicable diseases may wish to continue with normal life activities, including working. In deciding whether an employee with an apparently short-term contagious illness or communicable disease may continue to work, the School considers several factors. The employee must be able to perform normal job duties, meet regular performance standards; and, in the School's judgment, pose no potential risk to the health or safety of the employee or others. If the School determines that an employee is unable to perform normal job duties; meet regular performance standards; or represents a potential risk to the health or safety of the employee or others, the School reserves the right to send the employee home and require the use of any available sick or vacation time, and if none is available the time would be unpaid. If an employee disagrees with the School's determination that such a risk exists, the employee must submit a statement from their attending healthcare provider that the employee's continued presence at work poses no significant risk to the employee, other employees, or students before they are allowed to return to work.

The following are general health and hygiene practices recommended by the Centers for Disease Control:

1. Stay home when sick. An employee should not return to work until they have been free of a fever for at least 24 hours.
2. Use proper etiquette: cover the cough or sneeze with a tissue or cough or sneeze into the elbow.
3. Wash hands often, especially after sneezing, coughing, or having contact with others. Alternatively, use a hand gel disinfectant and rub hands until the gel is dry.
4. Avoid touching eyes, nose, or mouth.
5. Ensure that general use office machines, such as shared computers, faxes, and copiers, are wiped down with disinfectant.
6. Healthy lifestyles are encouraged, including good nutrition, exercise, and adequate rest.
7. Supervisors will encourage employees to utilize paid sick and vacation if available to cover absences due to contagious temporary illnesses. Please contact HR regarding any questions about the possible contagious nature of any illness in the workplace.

The School will comply with all applicable statutes and regulations that protect the privacy of

persons who have a contagious or communicable disease.

In the case of a pandemic (such as COVID-19, H1N1 or Swine Flu) or illness, the School may implement specific procedures through its emergency communication action plan including utilizing employees in essential operation positions; implementing controls and scheduling in the work environment; encouraging ill employees to stay home; modifying work schedules; implementing telecommuting; minimizing non-essential travel; social distancing (reducing frequency, proximity, and duration of contact between people); utilizing phone, email, and video-conferencing; personal protective equipment (PPE); and education and training on safe work practices, risk factors, and protective behaviors. Employees will be notified if the emergency communication action plan is implemented.

F. Gun Violence Restraining Order

If an employee, parent, or student demonstrates a substantial likelihood of significant danger or harm to self or others, a gun violence restraining order petition may be filed. The petitioner may be an immediate family member, law enforcement officer, employer, co- workers with employer approval who regularly interact with the person, or an employee or teacher of a secondary or post-secondary school. A copy of the restraining order is to be submitted to human resources. An employee who seeks or assists in seeking a Gun Violence Restraining Order will not be subject to retaliation and any information shared will be handled in accordance with applicable confidentiality requirements.

Section VII: Employee Wages and Benefits

A. Wages

Several factors may influence the compensation for a position. Each position is defined by a broadly written job description that indicates the duties to be performed and the necessary knowledge, skills, and abilities for the assignment. These factors are reviewed when determining the appropriate compensation. Some of the items the School considers are the nature and scope of the job duties, what other employers pay their employees for comparable jobs (external equity), what the School pays their employees in comparable positions (internal equity), and individual work as well as performance. Wages are also affected by legislative changes and the State's economy and may be adjusted upward or downward as changes occur.

Initial step placement will be based on related prior experience, with a maximum entry placement of step five. The Director is given authority to offer a higher entry step placement in areas of shortage such as math, science, or special education in order to secure highly qualified candidates for positions. Step advances will be considered for employees who remain in paid status for at least 75% of the work year calendar. Consideration for step advancement will also be based upon the School's budget solvency, successful employee performance, and any other relevant factors.

The employee's performance review will usually be conducted on or about the end of the fiscal year. A positive performance review will not necessarily result in a change in compensation.

B. Stipends

Stipends may include supplies, cell phone/internet, and/or mileage. Stipends may also be issued for performing specific additional job duties. Stipends may be evenly distributed across the employee's pay periods or issued at the time the services are rendered. All stipends will be reviewed annually.

C. Paydays

All salaried exempt employees are paid on the 26th of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the prior day of operation.

Hourly and salaried nonexempt employees are paid on the 10th and 26th of each month. Hours worked from the 16th through the last day of each month will be paid on or before the 10th of each month. Hours worked from the 1st through the 15th of the month will be paid on or before the 26th of each month. For more information on pay periods, please contact HR.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Employees will be paid through manual checks or through direct deposit of funds to savings or checking accounts at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form may be obtained from HR. Due to banking requirements it may take several weeks for activation of the direct deposit.

Every effort is made to avoid errors in calculating and distributing paychecks. Employees should inform HR if they believe an error has been made or pay has not been received. HR will take steps to research the problem and endeavor to make any necessary corrections as soon as possible or at least by the next regular pay day.

D. Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) for non-credentialed employees, CalSTRS for eligible Teachers/Administration and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. For non-credentialed employees: Social Security (FICA) - The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School. The current tax rate is used in the calculation. Each party is responsible for contributing. Eligible credentialed employees participating in CalSTRS do not contribute to Social Security.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

5. For credentialed employees contributions will be deducted and remitted to California State Retirement System (CalSTRS). The CalSTRS is a special trust fund established by California law. Per the guidelines of CalSTRS, the school will abide by membership eligibility. A contribution withdrawal begins with the first pay period. This contribution is in lieu of Social Security withholding tax from the paycheck. Additionally, the School contributes into the CalSTRS fund. All employee and employer contributions are determined by CalSTRS. Further information regarding CalSTRS accounts can be found at www.CalSTRS.com.
6. For all employees participating in employee benefits offerings such as health insurance, the employee contribution for benefits (the amount that exceeds the employer's contribution towards benefits) will be deducted from the employee's paycheck. The amount will be discussed and approved prior to the deduction being made. Please reference "Employee Cost Sharing" under the under "Employee Benefits" section of the Handbook for more information.

Every deduction from the paycheck is explained on the paystub, which will be available in the HR/Payroll Information System. If any deduction is unclear, contact HR.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal and State Withholding Tax deduction is determined by the employee's W-4 (Federal) and DE-4 (State) forms. The W-4 and DE-4 forms are to be completed upon hire. The employee may change the number of withholding allowances they wish to claim for Federal Income Tax purposes at any time in the HR information system by updating their W-4 and DE-4 withholdings.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and provided to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld, and total wages.

While the School strives to process payroll correctly, an error may occur from time to time. If this happens, every effort will be made to correct the problem as quickly as possible and to avoid future errors of a similar nature. Employees will not be subjected to discrimination, harassment, or retaliation for coming forward with a complaint or question about their paycheck.

E. Wage Attachments and Garnishments

When an employee's wages are garnished by court order, the School is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. The School will, however, honor the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from an employee's paycheck.

F. Employee Benefits

The School is committed to providing quality and cost effective benefit options (e.g. health, dental, vision, and life insurance) for eligible employees as part of the total employee compensation. Benefit eligibility may be dependent upon employee classification (full-time versus part-time, for example). Benefit eligibility requirements may also be imposed by the School and/or plans themselves. Policies, provisions and procedures that govern the organization's benefit program apply to all regular full-time

and part-time employees, whether exempt or nonexempt status, unless otherwise noted in the employment agreement.

1. Employee Cost Sharing

Voluntary employment benefits, those benefits that are not mandated by state or federal law, are selected and controlled by the School. Decisions to provide and continue providing these benefits are based on such considerations as cost, composition of the workforce, operational efficiency, and desirability of benefit provisions. Where costs of discretionary insurance benefit plans exceed the School's interest, ability, or willingness to pay the full premium rate to maintain the current benefit level, employees may be required to share in the cost in order to continue the insurance plan coverage.

Exempt ***(FTE)***	Non-Exempt ***(Hours per Week)***	***Tiered Benefit Stipends *(for Health, Dental, and/or Vision)***
.75+ FTE	30+ hours	$1,666/month
.50 - .74 FTE	20-29 hours 14-21 Students	$733.33/month
.49 FTE or less	19 hours or less 13 or less student	not eligible

A review of all teachers‘ student counts is conducted in September and February each school year for the purpose of establishing benefit eligibility. This review is called the benefits snapshot. Additionally, HR will review the student counts on the teachers roster as of the 15th of each month in order to provide benefits to anyone who becomes eligible. If a teacher is deemed eligible for benefits based on their student count, they will be provided the opportunity to enroll in benefits with an effective date of the 1st of the following month. Benefits eligibility would then remain in place until the next snapshot review.

2. Benefit Design and Modification

The School reserves the right to design plan provisions and to add, eliminate, or in other ways modify any School provided benefits described in this handbook or elsewhere in plan documents, where and when it is deemed in the School's best interest to do so. These benefits are subject to change depending on management decisions and resources.

3. Benefit Plan Documents

Employees will be provided with summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents will govern. All of these official documents are readily available from HR for review. Questions about this information should be directed to HR.

4. Right to Modify

The School reserves the right to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to

retirees and their dependents to the extent allowed by law. Notice of any such changes will be provided, as required by law. Further, the School reserves the exclusive right, power and authority to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans, to the extent allowed by law. This section is subject to change in accordance with changes in the law.

5. Changes in Health Benefits

Employees may make changes to their plans outside of open enrollment if they experience a Qualifying Life Event (QLE). Examples of such events include marriage, divorce, birth, adoption, loss of coverage, etc. An employee has 30 days from the date of the QLE to notify human resources and enroll in or make changes to their health plan. For more complete information regarding any of the benefit programs, please contact HR.

6. COBRA Benefits

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours, leave of absence, divorce or legal separation, and a dependent child no longer meet eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of the coverage at the group rates plus an administration fee. The School or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the health insurance plan. The notice contains important information about the employee's rights and obligations.

7. Look-back Measurement Method - Seasonal and Variable Hour Employees

For seasonal employees as well as part time employees hired to work less than 20 hours per week the School will use a look-back measurement method to determine benefit eligibility status. This method is used to determine the benefits eligibility status of an employee by looking back over a defined period of time (12 months) to determine if the employee averaged at least 20 hours per week during that period.

- The initial measurement period begins on the first day of the calendar month following the employee's start date.
- An administrative period of 60 days in addition to the initial measurement period will be used to determine if an employee has satisfied the requirement of an average of 20 hours per week to be eligible for coverage.
- A stability period (designated period where coverage must be offered) of 12 months will be offered to all individuals identified as employees working at least 20 hours per week on average during the measurement period.
- After a new variable-hour or seasonal employee has been employed for a standard measurement period, the employee is considered to be an ongoing employee and will have their hours measured from open enrollment or plan year.

G. Retirement Plan Benefits

The School is committed to providing retirement benefits to the employees. Plan details may be obtained through HR.

403(b)/457(b) Deferred Compensation Plan

All employees may open a 403(b) and/or 457(b) account and make voluntary contributions through payroll deductions.

Classified Employees

Classified employees who work at least 20 hours per week are eligible for employer contributions as outlined below:

- **Guaranteed Contribution (457(b) only):** The School provides a guaranteed employer contribution equal to 5% of the employee's base annual salary. To receive this contribution, the employee must open a 457(b) account. No employee contribution is required to receive the guaranteed 5%.
- **Matching Contribution (403(b) or 457(b)):** The School will provide a dollar-for-dollar matching contribution up to an additional 5% of the employee's base annual salary, provided the employee contributes at least 5% through payroll deductions. The employee may contribute to a 403(b), 457(b), or both to be eligible for the match. Matching contributions will be made to the same account(s) the employee contributes to.

Eligible employees are immediately vested in all employer contributions. Seasonal employees are not eligible for employer contributions.

Certificated Employees

Certificated employees are not eligible for additional employer contributions to a 403(b) or 457(b) plan. However, they are eligible to open and contribute voluntarily to either or both plans through payroll deductions.

Certificated employees are enrolled in the **California State Teachers' Retirement System (CalSTRS)**. CalSTRS is a defined benefit pension plan for public school educators in California. Both the employee and employer make mandatory contributions as required by the state. Retirement benefits under CalSTRS are determined based on a formula that includes age at retirement, years of service, and final compensation.

H. Expense Reimbursement Process

1. **Supplies**

Due to the virtual nature of this business, it may sometimes be most practical for employees to initiate purchases locally and be reimbursed for those expenses. Reasonable, actual business expenses

incurred by employees for the purpose of conducting business on behalf of the School shall be reimbursed upon approval. Pre-approval by a supervisor is required in the event the employee wishes to purchase an item.

2. Travel

The School will only reimburse actual and necessary expenditures for staff. Attendees shall be held accountable for good judgment regarding expenditure of tax dollars. All expenditures must have scanned copies of itemized original receipts, regardless of the amount. The School shall not reimburse personal travel expenses including, but not limited to, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on school-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on school business. Factors such as variances in regional costs, travel duration and extenuating circumstances will be considered when approving travel reimbursement. In addition to those items listed below, associated travel fees such as parking fees, taxis/shuttles, and luggage handling are reimbursable expenses.

Employees are pre-approved to expense those costs associated with traveling for school-related purposes including testing and professional development. Scanned copies of original itemized receipts are required for reimbursement.

3. Mileage

The mileage reimbursement rate is based on the rate established by the Internal Revenue Service. All Employees are required to submit reimbursement for mileage through TripLog.

4. Hotel Rooms

Lodging shall be for those days associated with attending the activity, including, if necessary, the night before. Good judgment shall be used to seek the most reasonable accommodations. Hotel rooms are reimbursed for employees traveling over 120 miles one way. A hotel stay for a distance less than 120 miles must have prior approval. Hotel rooms must be under $199 per night before taxes. If an employee chooses to stay at a hotel that exceeds this, when a hotel within price range and a 15 mile radius is available, the balance above and beyond must be deducted from the total expense on the expense report. If a hotel is not available within this price range, pre-approval of the expenditure is required. Upon checkout from the hotel, the employee must obtain and submit a zero-balance sheet in order to be reimbursed for a hotel charge.

5. Meals

Employees who are required to work or participate in training away from the regular work location may be reimbursed the cost of meal(s). Meals provided in conjunction with conferences, workshops, seminars, meetings that exceed these amounts are excluded from these limitations. No meals will be reimbursed for meals provided at/during the conference/training. The reimbursement rates are: $22 for breakfast, $23 for lunch, $36 for dinner plus service gratuity maximum of 18%. The total amount reimbursed for meals per day will not exceed $81. Alcohol is not reimbursable and must be deducted from any reimbursement requests. If an employee exceeds the allotment for meal expenses, the balance above the daily allocation will be deducted from the total expense on the expense report.

6. Postage

Employees will be reimbursed for any postage related expense requested by the School. Employees must get pre approval from a supervisor for shipping expenses and must discuss the best shipping

method with the supervisor.

7. Procedure for Expensing

Employees must have pre-approval prior to making any purchases that will warrant reimbursement. Approval may be obtained by sending an email to the CEO or Director with a short description of what will be purchased.

Expense reimbursements must be submitted in TripLog within thirty (30) days of the charge. Expense reports submitted after this time may not be reimbursed within the current cycle and/or may be delayed and processed in the next cycle.

Section VIII: Leaves, Vacation, and Holidays

A. Healthy Workplaces/Healthy Family Act of 2014

The School, in compliance with the Healthy Workplaces/Healthy Family Act of 2014 (AB 1522), allows all full time and part time employees who work at least 30 days within a year in California to accrue paid sick leave hours. Accrual begins on the first day of employment. The employee must work at least 30 days before taking any available accrued sick leave.

B. Paid Sick Leave

Paid sick leave may be used for an employee's own illness, for preventive care or diagnosis, care or treatment of an existing health condition, or time off to care for an ill or injured family member or dependents, which include children, parents, spouse, registered domestic partner, grandparents, grandchildren, siblings and a designated person. “Child” means a biological child, a foster child, an adopted child, a stepchild, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a stepparent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law. “Designated person” means a person identified by the employee at the time the employee requests paid sick days. Only one individual may be a “designated person” per 12-month period.

Sick leave may also be used when an employee needs to manage matters surroundings domestic violence, sexual assault, or stalking; when their worksite or their child's school or daycare closed due to public health emergencies; to comply with jury duty service; to appear in court as a witness pursant to a subpoena or other court order; to attend judicial proceedings related to certain crimes where the employee or a family member is a victim, including delinquency hearings, bail or release determinations, plea or sentencing hearings, postconviction proceedings, or any hearing at which the victim’s rights are at issue; or any other reason permitted by law.

The School is committed to maintaining the confidentiality of the reason an employee uses paid sick leave. Information regarding the purpose of an employee’s sick leave will not be disclosed except as required by law.

Except in the case of an illness or emergency, sick leave must be requested as soon as practicable in advance by submitting the request through the payroll system. In the case of an illness or emergency, sick leave must be requested for pay through the payroll system before the end of the current pay period. Employees using extended sick leave (in excess of 5 days) must submit a request at least two weeks before the extended leave. Additionally, Employees must notify their supervisor (via email or phone) when requesting or taking sick leave.

Employees requesting sick leave for extended absences may be required, in limited circumstances, to submit a health care provider's statement or, in cases of individuals with sincerely held religious beliefs in faith healing or comparable religious practices, a statement authorized under EEOC guidelines, stating the reason for absence and dates of illness. Employees absent more than five (5) days may be required to submit a health care provider's statement or note that the employee is fit for return to service.

Employees will be paid their regular compensation when using paid sick days. Sick leave hours will not be advanced ahead of the earned accrual.

Employees may use sick leave in thirty-minute minimum increments, which will be deducted from the employee's accrual balance. Employees will not be retaliated against for requesting or using paid sick leave for any purpose permitted by law. Employees are not required to find a replacement for their work as a condition of using paid sick leave. Paid sick day balances are available for employee review through the payroll system and on pay stubs. For all hours submitted as sick leave, the time will be uninterrupted and the work day schedule will not need to be adjusted to accommodate the absence.

Any unused sick hours will roll over from year to year. Sick leave hours will not be advanced to an employee ahead of the earned accrual rate. Accrued, but unused sick days are not paid out by the School at the time of separation. However, employees who terminate employment and are rehired within one (1) year of termination (or 6 months for employees working in the city of San Diego) regain their previously unused accrued sick leave.

Any employee who continues to be absent after their sick leave accrual has been exhausted may have a payroll deduction equivalent to the number of hours absent. Salaried employees will only have full day absences deducted from their paycheck once their sick leave accrual is exhausted.

Paid Sick Leave - Full Time Employees

The School provides sick pay for full time employees who regularly work a minimum of 30 hours per week. All full time classified, non-teaching certificated and special education certificated employees accrue eight (8) hours of paid sick leave per month in paid status. Nonexempt employees are paid semi-monthly, and will accrue four (4) hours of paid sick leave per pay period. All employees who fall under this accrual method are guaranteed to accrue a minimum of 24 hours by the 120th day of employment and subsequent accrual years in accordance with State law.

Certificated Sick Accrual *Full Time Certificated Employees*					
Sick Leave	**Student Count or FTE**	**Hours Worked Per Week**	**Non-Exempt: Per Pay Period**	**Exempt: Per Pay Period**	**Total Sick Hours Accrued Monthly**
Tier 2	22 students or .75 to 1.0 FTE	30+ hours	4/4	8	8

Classified Sick Accrual *Full Time Classified Employees*					
Sick Leave	**FTE**	**Hours Worked Per Week**	**Non-Exempt: Per Pay Period**	**Exempt: Per Pay Period**	**Total Sick Hours Accrued Monthly**
Tier 2	.75 to 1.0	30+ hours	4/4	8	8

Paid Sick Leave - Part Time, Per Diem, Seasonal, and Temporary Employees

The School provides all part-time, per diem, seasonal and temporary employees who work at least 30 days in California within a year with at least 40 hours (5 days) of paid sick leave in a 12-month period. Employees will be paid at their regular hourly rate when they take paid sick leave.

Employees start accruing hours on the first day of employment and must work for 30 days before they can take sick leave. Employees earn at least 1 hour of paid leave for every 30 hours worked. Employees may accrue more than 40 hours (5 days) of paid sick leave in a year. Sick leave accrual will be capped at 80 hours (10 days), in compliance with both state and city ordinances.

Sick Accrual *Part Time, Per Diem, Seasonal, and Temporary Employees*					
Sick Leave	**Full Time Equivalent (FTE)**	**Hours Worked Per Week**	**Non-Exempt: Per Pay Period**	**Exempt: Per Pay Period**	**Total Sick Hours Accrued**
					Monthly
Tier 1	.50 - .74	20-29	3/3	6	6
CASL	.49 or less	19 or less	2/2		4

C. State Disability Insurance, Paid Family Leave, and Related Leaves - Overview

California State Disability Insurance (SDI) is funded through employee payroll contributions and is designed to provide eligible workers with partial wage replacement when taking time off work for a non-work-related illness or injury, pregnancy, or childbirth.

California Paid Family Leave (PFL) provides employees working and residing in the State of California with access to partial wage replacement benefits through the California EDD to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner, or to bond with a new child by birth, adoption, or foster care placement.

PFL Military Assist benefits are available to eligible employees who need time off work to participate in a qualifying event due to the military deployment of their spouse, registered domestic partner, parent, or child to a foreign country.

Employees may be eligible to receive PFL benefits while on a leave of absence to care for a seriously ill family member or for baby bonding. Employees are not eligible for PFL benefits when on PDL, FMLA, or CFRA leave for their own serious health condition(s).

PFL is not a guaranteed right to a leave of absence, and employees taking PFL or PFL Military Assist are not provided job protection rights or a right to return to the same position following their absence.

For more information on these programs, you may contact the California Employment Development Department (EDD).

Notice Requirements

Employees must notify HR as soon as practicable of the need for leave and its anticipated duration. If the need for leave is foreseeable, reasonable advance notice is required. The specific reason for an employee's leave will be handled in accordance with the requirements

of the applicable leave type, as outlined in the sections below and will be kept confidential to the extent permitted by law.

Job Protection

PFL and SDI benefits alone do not provide job protection or a guaranteed right to return to the same position following an absence. However, employees who qualify for job-protected leave under CFRA, FMLA, PDL, or other applicable law may have reinstatement rights as outlined in the relevant leave sections below. Employees are encouraged to contact Human Resources to determine whether job protection applies to their specific leave.

D. Pregnancy Disability Leave (PDL)

An employee may take pregnancy disability leave (PDL) if the employee is disabled because of pregnancy, childbirth, or a related medical condition, including prenatal care and severe morning sickness. The length of leave is dependent on a medical certification and the duration may be up to 17 1/3 weeks or the equivalent number of days the employee would normally work within the same period. Intermittent leave or a reduced work schedule may be taken.

Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or related medical condition and must provide appropriate medical certification concerning the disability.

Events That May Entitle an Employee to Pregnancy Disability Leave

The 17 1/3 week pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- The employee is unable to work at all or is unable to perform any one or more of the essential functions of their job without undue risk to self, the successful completion of pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
- The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "17 1/3 weeks" means the number of days the employee would normally work within that period. For example, a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

PDL will run concurrently with other applicable leaves, such as FMLA leave. The 12- month look-back period will apply to all leaves granted concurrently.

Pay During Pregnancy Disability Leave

An employee on pregnancy disability leave may use all accrued paid sick leave at the beginning of

any otherwise unpaid leave period. The receipt of sick leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.

Sick pay will accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. If an employee requests to use their sick leave, all sick leave will be applied starting with the first day of absence until the leave is exhausted.

Health Benefits

The provisions of various employee benefit plans govern continued eligibility during Pregnancy Disability Leave (PDL) and these provisions may change from time to time. When a request for PDL is granted, the School will provide the employee with written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

In accordance with California law, the School will continue group health insurance coverage for up to four months per pregnancy (approximately 17 ⅓ weeks) for employees on Pregnancy Disability Leave, provided they were enrolled in coverage at the start of the leave. The school will continue to pay its regular share of the premiums during this time and the employee will be responsible for their regular share, if applicable.

If the employee is also eligible under the federal Family and Medical Leave Act (FMLA), the first 12 workweeks of PDL will run concurrently with FMLA leave. During this period, group health insurance coverage will be maintained on the same terms as if the employee had continued working. Leave taken under PDL runs concurrently with FMLA under federal law, but not with the California Family Rights Act (CFRA).

If the employee is ineligible under FMLA or CFRA, group health insurance coverage will still be maintained during the PDL period in compliance with California law. In some cases, the School may recover the cost of premiums it paid to maintain coverage if the employee does not return to work following the expiration of protected leave, consistent with regulations.

Medical Certifications

An employee requesting a pregnancy disability leave must provide a medical certification from their healthcare provider. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required re-certifications can result in termination of the leave.

Requesting and Scheduling Pregnancy Disability Leave

An employee should request pregnancy disability leave by contacting HR. The employee should provide at least thirty (30) days notice or as long of notice as is practicable, if the need for the leave is foreseeable. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider. If an employee needs intermittent leave or leave on a reduced schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave and any other applicable entitlement. This notice will explain the employee's rights and responsibilities under the applicable leave type(s).

Return to Work

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, the employee will return to their original job or an equivalent job with equivalent pay, benefits, and other employment terms and conditions as when the leave commenced.

If the employee’s same position is no longer available due to legitimate business reasons unrelated to the pregnancy disability leave, the employee will be reinstated to a comparable position. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions. The School will not use an employee’s pregnancy disability leave as a reason for failing to reinstate the employee to their same or comparable position.

Reinstatement to a comparable position may only be denied if no comparable position is available, or if reinstating the employee to a comparable position would substantially undermine the School’s ability to operate safely and efficiently due to legitimate business reasons that are unrelated to the employee’s pregnancy disability leave.

Upon reinstatement, the employee's benefits, seniority, and other accrued rights will be restored to the same status as when the leave commenced. Employees returning from pregnancy disability leave may also be entitled to additional leave under the California Family Rights Act, which is addressed in the CFRA section of this handbook.

Lactation Accommodation

The School will provide a lactation break for a reasonable amount of time to accommodate an employee's need to express breast milk. Employees in need of lactation breaks should contact their supervisor and human resources to allow for the School to determine a private space and ensure the reasonable time for breaks is provided. Human Resources and the supervisor will assist the employee in identifying a proper location that is close to the employee's work area, shielded from view, and free from intrusion. Additionally, where applicable, the School will provide access to a sink with running water and a refrigerator for storing breast milk.

The lactation break shall, if possible, run concurrently with any rest break or meal period already provided to the employee. For non-exempt staff, any additional time needed to express milk outside of the normal rest break and meal period is to be off the clock. If the employee needs additional time past the breaks typically provided in a day, the employee should contact their supervisor and human resources. If a space and break is not provided when requested, please contact human resources.

E. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

The School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). The following information provides employees with a general description of their FMLA and CFRA rights.

Calculating 12-Month Period for FMLA and CFRA

For purposes of calculating the 12-month period during which 12 weeks CFRA or qualifying exigency leaves may be taken, the School uses the "rolling" method also known as the look back method. For example, if an employee begins their leave on March 5, the look back period is 12 months from that date.

Under some circumstances, leave under FMLA and CFRA may run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period. Accrued sick leave will be paid to the employee starting with the first day of absence until exhausted and will run concurrently with FMLA and/or CFRA leave.

For leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

Leave granted under any of the reasons provided by state and federal law will be counted as FMLA and/or CFRA leave and will be considered as part of the 12-workweek entitlement (26-work week entitlement if leave is to care for a service member) in a 12-month period. The 12-month period is measured forward from the date any employee's first FMLA/CFRA leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Pregnancy, Childbirth or Related Conditions Under FMLA, CFRA and PDL

Time off due to pregnancy disability, childbirth or related medical condition falls under pregnancy disability leave (PDL) and FMLA leave and is not concurrent with CFRA leave. Employees who may not be eligible for FMLA leave may still be eligible for leave under PDL. Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth, they may apply for leave under CFRA, for purposes of baby bonding.

1. FAMILY MEDICAL LEAVE ACT

Employee Eligibility Criteria
FMLA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

a. The employee must have been employed by the School for at least twelve (12) months,
b. The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
c. The employee is employed at a location where the School has at least fifty (50) employees within a seventy-five (75) mile radius, except for purposes of baby-bonding where the threshold is twenty (20) employees.

FMLA leave may be taken for one or more of the following reasons:

a. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. When both parents are employed by the School, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the School will not grant more than a total of 12 workweeks of FMLA leave for this reason.
b. Due to the employee's own serious health condition causing the employee to be unable to perform one or more of the essential functions of their job. This excludes a disability caused by pregnancy, childbirth, or related medical conditions, as they are covered by the School's pregnancy disability policy.
c. To care for the employee's family member including a spouse, registered domestic partner, child, or parent who has a serious health condition or military service- related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period.

Intermittent Leave under FMLA
Full-time employees may take leave of up to 12 work weeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Under FMLA, the employee must have the School's agreement to take intermittent leave.

2. CALIFORNIA FAMILY RIGHTS ACT
The Fair Employment and Housing Act (FEHA), enforced by the California Civil Rights Department (CRD) , contains family care and medical leave provisions for California employees. CFRA applies to private employers with 5 or more employees as well as employees of the state of California and any other political or civil subdivision of the state and cities.

Employee Eligibility Criteria
CFRA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

a. The employee has more than 12 months of service.
b. The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
c. The employee is employed at a worksite where there are 5 or more employees within a 75-mile radius.

CFRA leave may be taken for one or more of the following reasons:

a. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. If the School employs both parents of a child, it will grant up to 12 weeks of leave to each employee.
b. To care for the employee's parent, parent-in-law, spouse, registered domestic partner, child, grandparent, grandchild, sibling, or designated person who has a serious health condition.
c. For a serious health condition that renders the employee unable to perform their job.
d. To care for the employee's family member including a spouse, registered domestic partner, child, parent, or designated person who has a military service-related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of CFRA leave in a single twelve (12) month period.

Intermittent Leave under CFRA

Full-time employees may take leave of up to 12 work weeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Employees do not need the School's agreement to take intermittent bonding leave. In the case of intermittent leave, the employee may be required to use such leave in two-week minimum increments, with an exception for shorter increments on at least two occasions.

3. Process For Requesting FMLA/CFRA LEAVE

Leave Procedures

Notice of Leave

The employee must contact HR as soon as the need for the leave is realized.

If the leave is foreseeable, such as an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or an eligible family member per FMLA or CFRA, the employee must notify the School at least 30 days before the leave is to begin. If thirty (30) days' notice is not practicable, the employee must notify the School as soon as practicable. Notice can be written or verbal and should include the timing and the anticipated duration of the leave, but the School does not require disclosure of an underlying diagnosis.

The employee must consult with their supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the School. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the applicable family members.

The School will respond to a leave request within 5 business days of receiving sufficient information to determine the employee's eligibility and the qualifying reason for leave. The response will include a determination of eligibility and, where applicable, a request for certification.

Medical Certification

Notice of leave and medical certification are separate requirements. After notice is provided, the School may request written certification from the employee's health care provider to substantiate the need for leave.

The employee must provide completed certification within fifteen (15) calendar days of the School's request, unless it is not practicable to do so under the circumstances despite the employee's diligent, good faith efforts. If certification is incomplete or insufficient, the School will notify the employee in writing and allow at least seven (7) calendar days to cure any deficiencies.

If the employee does not provide adequate certification in a timely manner, the School may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be designated as FMLA/CFRA-protected leave.

Certification for the Employee's Own Serious Health Condition

If the FMLA/CFRA leave request is made because of the employee's own serious health condition, the School may require, at its expense, a second opinion from a health care provider that the School chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the School.

If the second opinion differs from the first opinion, the School may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the School and the employee. While waiting for a second or third opinion, the employee is provisionally entitled to FMLA/CFRA leave.

Employees are required to provide medical certification within 15 days of any request for FMLA/CFRA, unless it is not practicable to do so. The School may require recertification from the health care provider if additional leave is required. For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required. If the employee does not provide medical certification in a timely manner to substantiate the need for leave, the School may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

Certification for Care of a Family Member

If the leave is needed to care for a family member with a serious health condition, the employee must provide a certification from the health care provider stating:

1. Date of commencement of the serious health condition;
2. Probable duration of the condition;
3. Estimated amount of time for care by the health care provider; and
4. Confirmation that the serious health condition warrants the participation of the employee.

Please note that CFRA provides a broader definition of covered family members than FMLA. Under CFRA, covered family members include a spouse or registered domestic partner, child, parent, sibling, grandparent, or grandchild. Employees requesting leave to care for a family member covered under CFRA but not FMLA will be designated as CFRA leave only. Please refer to the Family and Medical Leave policy for the complete list of eligible family members under each law.

Certification

If an employee cites their own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Inability of the employee to work at all or perform any one or more of the essential functions of their position because of the serious health condition.

The School will require certification by the employee's health care provider that the employee is fit to return to their job. Failure to provide certification by the health care provider of the employee's fitness to return to work may result in denial of reinstatement for the employee until the certificate is obtained.

Recertification

The School may request recertification of a serious health condition in the following circumstances:

- The employee requests an extension of leave;
- A change in circumstances occurs regarding the employee's or family member's condition; or
- The School receives information that causes it to question the continued validity of the existing certification.

The employee will be given fifteen (15) calendar days to provide recertification, unless it is not practicable to do so.

Health Care Provider Confidentiality

The health care provider may not disclose the employee's underlying diagnosis without the written consent of the employee. Medical certification and related documentation will be maintained separately from the employee's personnel file and kept confidential in accordance with applicable law.

4. Pay and Benefits Under FMLA/CFRA

Health and Benefit Plans

Benefit Continuation During FMLA/CFRA Leave

An employee taking FMLA/CFRA leave will be allowed to continue participating in the group health plan in which they were enrolled before the first day of the leave at the same level and under the same conditions of coverage as if the employee had continued working. The School will continue to make the same premium contribution as if the employee had continued working.

The employee is responsible for continuing to pay their share of premiums, if any, according to the schedule outlined in the premium payment letter provided at the time leave is designated. Payment is due on the same schedule as it would be made by payroll deduction.

Continued benefit coverage begins on the first day of approved FMLA/CFRA leave and continues for the duration of the approved leave period, up to:

- **Twelve (12) workweeks** for FMLA and/or CFRA leave; or
- **Twenty-six (26) workweeks** for military caregiver leave under FMLA only. Please note that CFRA does not provide military caregiver leave; the 26-workweek entitlement applies under FMLA only.

Recovery of Premiums

In some instances, the School may recover from employee premiums paid to maintain health coverage during FMLA and/or CFRA leave if the employee fails to return to work following family/medical leave. An employee is deemed to have "failed to return from leave" if they do not return following the leave of absence, or work less than thirty (30) days after returning from leave.

Benefit Continuation During Pregnancy Disability Leave (PDL)

Employees on an approved Pregnancy Disability Leave (PDL) will be allowed to continue to

participate in group health coverage for up to a maximum of four months (or for the duration of the approved leave, whichever is shorter) of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work. The employee will continue to be responsible for their share of premiums, if any, according to the payment schedule outlined in the premium payment letter.

Substitution of Paid Leave

Generally, FMLA/CFRA leave is unpaid. However, employees may have the option to use accrued paid leave concurrently with their FMLA/CFRA leave, subject to the following rules, which differ depending on the applicable law.

Under CFRA

The School may not require an employee to use accrued paid leave during CFRA leave. The employee may voluntarily elect to use accrued vacation, sick leave, or other accrued paid leave concurrently with their CFRA leave. If the employee chooses to do so, they should notify HR in writing of their election at the time leave is requested or as soon as practicable.

Under FMLA

To the extent that FMLA runs concurrently with CFRA, the School will follow the CFRA rule described above and will not require the use of accrued paid leave, in order to provide employees with the greater benefit. However, where FMLA applies independently of CFRA, such as during military caregiver leave, the School may require the employee to use accrued vacation or other accumulated paid leave, excluding sick leave, unless the leave qualifies as the employee's own serious health condition, in which case sick leave may also be required.

Coordination with State Leave Benefits

Employees on FMLA/CFRA leave may be eligible for California State Disability Insurance (SDI) or Paid Family Leave (PFL) benefits through the Employment Development Department (EDD). The receipt of SDI or PFL benefits does not affect an employee's right to elect to use accrued paid leave, but the total compensation received may not exceed the employee's normal weekly earnings. Employees are encouraged to contact HR to discuss how SDI or PFL may coordinate with any accrued paid leave they elect to use.

Time Accrual

Paid Sick Leave accrual will be suspended during any period of unpaid leave, including PDL, CFRA, and/or FMLA and will resume upon the employee’s return to work.

If an employee elects to use accrued paid sick leave concurrently with their unpaid protected leave, sick leave will continue to accrue during that period to the extent that hours are being paid, consistent with the School’s standard accrual policy. Upon return from leave, the employee’s accrual rate and any previously accrued, but unused sick leave balance will be restored.

COBRA Benefits

If an employee requires additional leave after all protected leaves have been exhausted (PDL, FMLA, CFRA), they will be eligible for continued benefits through COBRA.

5. Reinstatement Upon Return From FMLA/CFRA

Under most circumstances, upon return from FMLA, CFRA, or PDL leave, an employee will

generally be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if they had been continuously employed during the leave period. For example, if an employee would have been laid off, or if the employee's job is eliminated and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement upon return. In addition, an employee's use of FMLA/CFRA/PDL leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after FMLA leave may be denied to certain salaried "key" employees under limited circumstances. A key employee is defined as a salaried employee who is among the highest-paid ten percent (10%) of employees employed within 75 miles of the employee's worksite. Reinstatement of a key employee may be denied only if all of the following conditions are met:

a. The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the School's operations;
b. The employee is notified of the School's intent to refuse reinstatement at the time the School determines the refusal is necessary; and
c. If leave has already begun, the School gives the employee a reasonable opportunity to return to work following the notice described previously.

Under CFRA, the School will reinstate "key" employees. Employees should contact HR for additional information about eligibility for FMLA, CFRA or PFL.

Important: The key employee exception applies under FMLA only. Under CFRA, all employees, including those who would otherwise qualify as "key" employees under FMLA, are entitled to full reinstatement rights upon return from leave. The School will reinstate all employees returning from CFRA leave regardless of their salary level or classification.Under CFRA, the School will reinstate "key" employees.

Reinstatement After Pregnancy Disability Leave (PDL)
An employee returning from PDL is entitled to reinstatement to the same position held at the time leave commenced, unless the position no longer exists due to a legitimate business reason unrelated to the leave. If the same position is unavailable, the School will make a good faith effort to provide a comparable position.

Return to Work
Employees are requested to provide the School with at least five (5) business days' notice prior to their anticipated return to work date. If the leave was for the employee's own serious health condition, the School may require a fitness-for-duty certification from the employee's health care provider prior to reinstatement. The School will notify employees of this requirement at the time leave is designated.

Employees should contact Human Resources for additional information about eligibility for FMLA, CFRA or PFL.

F. Bereavement Leave

The School grants bereavement leave to eligible employees who have been employed by the School for at least thirty (30) days in the event of the death of a covered family member. Employees may take up to five (5) days of bereavement leave per occurrence. If an employee experiences the loss of

more than one covered family member in a given year, the employee is entitled to up to five (5) days of bereavement leave for each separate loss.

In addition, an employee may be granted up to ten (10) days of bereavement leave for the death of the employee's spouse/domestic partner or child.

Employees are not required to take bereavement leave on consecutive days. Leave must be completed within three (3) months of the date of death.

For this policy, covered family members include: spouse or domestic partner, child, parent, sibling, grandparent, grandchild, parent-in-law, legal guardian, step-parent, foster parent or foster child, son-in-law or daughter-in-law.

A benefited employee (employees with at least 50% employment) with a death in the family may take up to five (5) scheduled work days off with pay with the approval of their supervisor. All other employees with a death in the family may take up to five (5) scheduled work days off without pay unless the employee elects to use accrued paid sick leave to cover any or all of the absence.

Bereavement leave may be taken intermittently with prior approval of the supervisor in no less than four-hour increments. If an employee requires more than the allocated time off for bereavement leave, the employee may use accumulated sick days. The CEO or designee may approve additional unpaid time off.

Upon request, employees must provide documentation of the death of the family member within 30 days of the first day of leave. Documentation may include, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

Reproductive Loss Leave

Additionally, an employee who experiences a reproductive loss through a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction may take up to five (5) consecutive days off with regular pay. This leave may be taken by any employee who would have been the parent. The leave must be completed within three months of the loss and days can be taken intermittently. This leave does not run concurrently with CFRA or PDL. For employees who experience multiple losses, this leave is capped at no more than 20 days in a 12-month-period.

G. Military Leave

Regular full-time employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Employment and Reemployment Rights Act and applicable state regulations. The policy covers those employees who enter active military duty voluntarily and extends to Reservists and National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training.

Eligibility

All employees, except those hired on a temporary or seasonal basis, are eligible for the leave.

Length of Leave

The length of the military leave is determined by the uniformed service organization calling the employee to active duty or military encampment.

Request Procedure

The employee must provide written notice of their obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. A copy of the military orders must also be provided. Failure to do so may result in loss of reemployment rights.

Pay While on Leave

Military leaves are without pay unless the employee chooses to use available vacation or paid sick leave.

Status of Benefits

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, length of service, pay increases, as may be from time to time provided by applicable statutes of the United States and the state of California. The employee may maintain health care insurance benefits for up to 24 months while on leave by paying the insurance premiums through COBRA for any leave extending beyond 30 days.

Reinstatement

Upon return from a Uniformed Service Leave, the employee must report to work or request reemployment within prescribed time limits, which are based on the length of the leave:

a. Between one (1) to thirty (30) days: The service member is expected to report to work on the first regularly scheduled work period on the first full day after release from service and will be reinstated to the same position held at the time the service leave began.
b. Between 31-180 days: The service member must submit an application for re-employment within 14 days of release from service.
c. For 181 days or longer: An application for reemployment must be submitted within 90 days of release from service.

Failure to file an application within the required time period may forfeit the right to reemployment.

H. Organ and Bone Marrow Donation Leave

The Organ and Bone Marrow Donation Leave grants up to 30 days leave of absence with pay to employees who have exhausted all available sick leave within a one-year period for the purpose of donating an organ and a five (5) day leave of absence with pay to employees who are bone marrow donors. If needed, employees may take an additional unpaid leave of absence, up to 30 days per year, for donating an organ.

This leave may require use of two weeks accrued paid time off for organ donation, and five (5) days for bone marrow donation.

A medical note will be required to be submitted. Medical benefits will be maintained while the staff member is on leave and the staff member is guaranteed reinstatement to work. There will be no discrimination or retaliation for any leave taken.

I. Jury Duty and Witness Leave

The School encourages employees to serve on jury duty when called. Postponement to non-instructional or off-peak department times is encouraged in order to minimize the impact to the School.

Seasonal and part-time employees will be provided unpaid time off to participate in jury duty. Full-time, non-exempt employees will receive full pay while serving up to five (5) days of jury duty leave. Any additional jury duty leave will be provided without pay. Employees may choose to use available paid sick leave during any unpaid portion of their jury duty service or witness leave. Exempt employees called for jury duty will receive full salary for the time spent; however, exempt employees are expected to arrange their work schedule to minimize the impact on the School and must consult with their supervisor for guidance.

The employee should notify HR and their supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Any employee summoned for jury duty must provide HR with an authentic summons, subpoena, or notice for such duty and upon returning to work must present proof of jury duty service, including the dates of the employee's service. Employees are expected to return to work if they are excused for jury duty during their regular working hours.

Fees Paid by the Court - All jury fees (excluding mileage) received by the employee while on school paid status shall be remitted to HR. Jury fees received while on school unpaid status are retained by the employee.

J. Volunteer Firefighters, Reserve Police Officer or Emergency Rescue Personnel

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter. If the employee is an official volunteer firefighter, a reserve police officer, or an emergency rescue personnel they must alert HR that it may be necessary to take time off due to emergency duty.

K. Leave for Victims of Qualifying Acts of Violence

The School is committed to supporting employees and their family members who are affected by qualifying acts of violence. The School will provide leave and reasonable accommodations in accordance with California law, including AB 2499 and the California Fair Employment and Housing Act (FEHA), enforced by the California Civil Rights Department (CRD).

A "qualifying act of violence" includes any act or threatened act involving:

- Bodily injury or death;
- The brandishing, use, or threatened use of a firearm or other dangerous weapon; or
- A perceived or actual threat to use force against another person to cause physical injury or death.

Leave and accommodation protections apply regardless of whether any person has been arrested, prosecuted, or convicted in connection with the qualifying act of violence.

Leave for Employees Who Are Victims
Eligibility
All employees who are themselves victims of a qualifying act of violence are eligible for leave under this section, regardless of the School's size or the employee's length of service.

Leave Entitlement
An eligible employee who is a victim of a qualifying act of violence may take up to twelve (12) weeks of unpaid leave per year for any of the following reasons:

- To seek medical attention or treatment for injuries caused by the qualifying act of violence;
- To obtain services from a domestic violence shelter, program, rape crisis center, or other victim services organization;
- To obtain psychological counseling or mental health services related to the qualifying act of violence;
- To participate in safety planning or take other actions to increase safety, including temporary or permanent relocation;
- To seek legal assistance or remedies, including preparing for or participating in any civil or criminal legal proceeding related to the qualifying act of violence; or
- To obtain a restraining order or other judicial relief to ensure the health, safety, or welfare of the employee or the employee's child.

Leave for Employees Whose Family Member Is a Victim
Eligibility
Employees whose family member is a victim of a qualifying act of violence are eligible for leave under this section. Because the School employs 25 or more employees, this entitlement applies to all eligible employees.

Covered Family Members
For purposes of this section, "family member" includes:

- Spouse or registered domestic partner;
- Child;
- Parent;
- Grandparent;
- Grandchild;
- Sibling; or
- A designated person, defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship.

Employees may designate one person per twelve 12-month period for purposes of this policy.

Leave Entitlement

- If the employee's family member died as a result of a qualifying act of violence, the employee may take up to twelve (12) weeks of leave per year.
- If the employee's family member survived a qualifying act of violence, the employee may take up to ten (10) days of leave per year, which may not exceed:
  - Five (5) days for the purpose of relocation; or
  - Ten (10) days for any other qualifying purpose listed above.

Leave for family member victims may be taken for any of the qualifying reasons listed above, as applicable to the employee's circumstances.

Use of Accrued Paid Leave
Leave taken under this policy is unpaid unless the employee elects to use available accrued paid leave. Employees may use:

- Accrued vacation for any qualifying purpose under this policy;
- Accrued sick leave when the leave is needed for a medical reason; or
- Personal necessity leave, if available.

The School will not require employees to use accrued paid leave during leave taken under this policy. The decision to use accrued paid leave is voluntary.

Notice and Certification
When the need for leave is foreseeable, employees should provide advance notice to HR as soon as practicable. When the need for leave is not foreseeable, employees should notify HR as soon as possible under the circumstances.

Upon request, employees must provide documentation to support their leave request within a reasonable time. Acceptable documentation may include, but is not limited to:

- A police report indicating that the employee or family member was a victim of a qualifying act of violence;
- A court order protecting or separating the employee or family member from the perpetrator;
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee or family member was undergoing treatment for physical or mental injuries resulting from a qualifying act of violence;
- A written statement from a victim advocacy organization, attorney, or other advocate acting on behalf of the employee or family member; or
- Any other documentation that reasonably verifies the qualifying act of violence.

Confidentiality
The School will maintain the confidentiality of all employees who request leave or accommodations under this policy to the fullest extent permitted by law. All documentation provided in connection with a leave or accommodation request will be maintained separately from the employee's personnel file and will not be disclosed except as required by law or as necessary to administer the leave.

Reasonable Accommodation
In addition to leave, the School will engage in a timely, good faith interactive process with any employee, or any employee whose family member is a victim of a qualifying act of violence, to identify reasonable accommodations that will allow the employee to remain safe and productive at work. Reasonable accommodations may include, but are not limited to:

- Installation of additional security measures or locks;
- Changes to work schedule or shift assignment;
- Changes to work location or workstation;
- Transfer or reassignment;
- Changes to phone number or contact information; or
- Assistance with documenting incidents in the workplace.

Employees requesting an accommodation under this policy may be asked to provide a signed statement certifying that the request is for a proper purpose, and may also be asked to provide documentation supporting the need for the accommodation. All such requests and documentation will be kept confidential consistent with this policy.

Non-Retaliation and Non-Discrimination
The School strictly prohibits retaliation or discrimination against any employee for:

- Being a victim of a qualifying act of violence, or being a family member of a victim;
- Requesting or taking leave under this policy;
- Requesting a workplace accommodation under this policy; or
- Filing a complaint or participating in any proceeding related to rights under this policy.

Any employee who believes they have experienced retaliation or discrimination in violation of this policy should report the conduct to HR immediately.

How to File a Complaint
Employees who believe their rights under this policy have been violated may file a complaint with:

California Civil Rights Department (CRD)

Website: www.calcivilrights.ca.gov Phone: 1-800-884-1684

Employees may also utilize the School's internal complaint procedure by contacting HR directly. The CRD provides interpreter services at no cost to the employee upon request.

L. Suspension of an Employee's Enrolled Child

If an employee who is the parent or guardian of a child facing suspension from school and is summoned to the school to discuss the matter, the employee should alert the CEO or designee as soon as possible before leaving work. In keeping with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

M. Recreational Activities and Programs

The School or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

N. Workers' Compensation

The School, in accordance with state law, provides insurance coverage for employees in case of a work-related injury. The workers' compensation benefits provided to injured employees include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that the employee receives any workers' compensation benefits to which they may be entitled, they will need to:

- Immediately report any work-related injury or illness to HR. If the employee believes the injury or illness is caused by their job and develops gradually, the report should be filed as soon as possible. Reporting promptly helps avoid problems and delays in receiving benefits, including medical care. If the employee does not report the injury within 30 days, they risk losing their right to receive workers' compensation benefits;
- Seek medical treatment and follow-up care if required;
- Complete a written claim form and return it to HR as soon as possible.
- Provide the School with a certification from the healthcare provider regarding the need for workers' compensation disability leave, as well as the eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to the same position held at the time the leave began, or to an equivalent position, if available. Upon return, a teacher is not guaranteed the same students, but will receive new/transfer students according to the same seniority status they had prior to the leave. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on workers' compensation leave would have been laid off had they not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the School's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of the job because of a physical or mental disability, the School's obligations to the employee may include reasonable accommodation, as governed by the ADA (Americans with Disabilities Act).

O. Other Types of Leaves

There are other types of leaves that employees may be eligible for which include:

a. Time off to visit children's schools: This leave provides employees up to 8 hours per month (to a maximum of 40 hours per year) of unpaid time off for the purpose of child-related activities which include: to find, enroll, or re-enroll the child in a school or with a licensed childcare provider; to participate in activities of the school or licensed child care provider; to address a child care provider or school emergency. Employees may use available and accrued sick leave;
b. Literacy accommodation leave: This leave provides reasonable accommodation for employees who experience difficulties with literacy to enroll in an adult literacy program,

work with a tutor or otherwise take steps to improve upon their literacy needs. Employees may use available and accrued sick leave;

c. Military spousal leave: This leave provides employees up to 10 days of unpaid, protected leave, to spend time with a spouse or registered domestic partner who is home during a period of military deployment.

P. Professional Development

The School expects all employees to maintain necessary certifications and encourages all employees to attend meetings, conferences, and other educational sessions that provide training and ideas helpful to the development or operation of the School. Employee requests to attend short-term professional development opportunities (two days or less) not sponsored by the School are subject to the approval of the Director or designee.

Employees will be allowed with the approval of their supervisor and the Director or designee to attend extended professional development programs. Extended professional development programs are considered more than two (2) days. An employee will be expected to complete missed work or assignments upon return.

Employees should submit written requests to take professional development days to their supervisors for approval. The request shall include a printed or written agenda and/or printed material pertaining to the professional development. The School requests that employees submit requests to take professional development days at least 10 days for in town events and at least 30 days for out of town events. The granting of request will be solely at the discretion of the Director.

Q. Holidays

The School recognizes the following holidays:

- New Year's Day
- Martin Luther King Jr's Birthday
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- The Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Each year the winter break will be reviewed and the holidays determined by the beginning of the school year.

Unless otherwise provided in this policy, all employees will receive time off for each observed holiday. To qualify for holiday pay, an employee must be a regular full-time (thirty or more hours per week) classified employee in paid status on the working day immediately preceding or following the holiday. A holiday that falls during a classified employee's vacation time or sick time is paid as a

holiday and is not deducted from vacation or sick-leave balances.

R. Vacation (Classified Employees)

The School's vacation policy is intended to provide eligible classified employees with time away from work for relaxation and renewal. In order to be eligible for vacation accrual, an employee must be a full time (thirty or more hours per week) classified exempt or nonexempt employee.

Vacation accrual begins on the first day of employment, and employees are eligible for vacation upon successful completion of 30 days of continuous employment. Eligible employees will accrue one day of vacation per month in paid status (e.g. an 8 hour/day 12 month employee will earn 12 days of vacation or 96 hours). Vacation accruals per pay period are displayed in the payroll system and on the employee's pay stubs.

Vacation Accrual
Classified Staff

	Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt: Per Semi Monthly Pay Period	Exempt: Per Pay Monthly Period	Total Vacation Hours Accrued Per Month
Full Time	.75+	30+	4 hours/4 hours	8 hours	8 hours
Part Time	.74 or less	29 or less	not eligible	not eligible	not eligible

As a general practice, the supervisor will make an effort to approve a vacation request that is mutually convenient for the employee and the School. A requested vacation will be approved if the absence does not cause a disruption of service or place an undue burden on fellow employees. All vacation requests must be made in advance of the time to be taken. All requests must be entered and approved through the payroll system before taking the time. Additionally, all requests must be approved by your supervisor (via Intranet) before taking the time. Any changes to a vacation request must be pre-approved by the supervisor at least three (3) business days prior to the start of the requested date of vacation, except in an emergency situation. Failure to get pre-approval may result in disciplinary action. The supervisor may determine peak times in which vacations may not be approved.

Employees may be required to use their earned vacation hours during school recess. Vacation can be used in increments of 1 hour and only used from the employee's available accrual. Vacation hours cannot be advanced ahead of the earned accrual. Accrued and unused vacation hours will roll over from year to year but are capped at one and a half times the annual rate of accrual (18 days or 144 hours). Employees will not accrue any additional vacation until their balance has dropped below the annual cap. Terminating employees (voluntary or involuntary discharge, death, end of employment agreement, etc.) will be paid all accrued and unused vacation in their final paycheck.

S. Work Year Calendars

Each year the Board of Directors will approve the instructional and work year calendars for the new school year. Specific work days for certificated staff are determined by the School based on a return date for prep days, professional development, and final date for grade submission. The work days will be designated within the date range listed on the employment agreement.

In coordination with HR, supervisors will prepare a work year calendar displaying the first and last day of the assignment, all recess periods, and designated non-work days. For employees working less than 12 months, non-work days will be determined at the discretion of the employer, indicated on a work calendar provided to the employee, and determined so that work schedules will provide the greatest support to the School or department.

Non-work days are unpaid days based upon the employee's position and employment agreement as stated on the work year calendar. Unlike accrued leave, non-work days will not carry over from year to year.

T. Work Hours and Scheduling

The school retains the right to establish and modify work schedules and hours of operation to meet the needs of students, educational partners, and the organization. Employees are expected to work the hours assigned to them by their supervisor, which may vary depending on job duties, site needs, and operational requirements.

Work hours may be adjusted temporarily or permanently at the School’s discretion. This includes changes to start or end times, break periods, or assigned workdays. While the School strives to provide advance notice of schedule changes whenever possible, circumstances may arise that require immediate adjustments.

Employees will be notified of their work schedule by their supervisor and are expected to adhere to it unless prior written approval for an alternate schedule or time off has been granted. Non-exempt employees must not work outside of their assigned hours without prior approval, in compliance with wage and hour laws.

The School will make reasonable efforts to accommodate employee scheduling needs where feasible and consistent with business needs, and in accordance with applicable laws.

U. Make-up Time

Nonexempt employees may choose to use make up time in order to accommodate employee scheduling needs. Employees may choose to work over 8 hours on one or more days per week, so they make up work less than 8 hours another day for personal reasons. The extra hours worked for make-up time would not be counted as overtime. Employees are not to work more than 11 hours in a single workday (without prior approval), and the make-up time must all be taken and used within the pay work week. If employees request make-up time and have worked over 8 hours in a day earlier in the week, and their need for time off changes, the employer may still require the employee to take the planned time off to avoid unnecessary overtime. Unless otherwise approved, employees are not to work more than 40 hours per week, in which case, they will be eligible for overtime. Requests for make-up time must be submitted to the supervisor in advance.

V. Suggestions

The School is always striving to improve operating procedures and encourages all employees to make suggestions to this end. We welcome suggestions on subjects such as safety; ways to improve customer service; and, how to save labor, money, energy, time, and materials. All suggestions should be submitted in writing to the appropriate supervisor who will in turn discuss them with School management. We appreciate staff suggestions that help make the School more successful.

Confirmation of Receipt of Handbook

I have received the School's Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with its policies and procedures, including the Schools policy for preventing discrimination, harassment and retaliation. I have been given the opportunity to ask any questions I might have about the policies in the Handbook.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School. The School reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the Director, no manager, supervisor, or representative of the School has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Director has the authority to make any such agreement and then only in writing, signed by the Director.

I understand and agree that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that employment at the School is employment at-will; employment may be terminated at the will of either the School or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the School and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the School.

Employee's Signature	Employee's Print Name	Date

Coversheet

Approval of Amended and Restated Articles of Incorporation

Section: XII. Board Governance
Item: A. Approval of Amended and Restated Articles of Incorporation
Purpose: Vote
Submitted by: Gigi Lenz
Related Material:
Amended and Restated Articles of Incorporation of Motivated Youth Academy - Redlined - 2026.04.29.pdf
Amended and Restated Articles of Incorporation of Motivated Youth Academy - For Board Approval - 2026.05.07.pdf

BACKGROUND:

The Amended and Restated Articles of Incorporation include targeted revisions as reflected in the redlined version to clarify and strengthen legal language. The primary updates occur in Article IV (Dissolution Clause), where language has been expanded to provide greater specificity regarding the distribution of assets upon dissolution, including alignment with IRS Notice 2015-07 and eligibility requirements tied to governmental plans under Section 414(d). Additional clarifications include correcting technical language (e.g., “final liquidation/winding up”) and refining distribution options to include qualified nonprofit entities and public education-related organizations. These updates improve compliance, legal clarity, and alignment with current nonprofit and charter school requirements, and the revised Articles are presented for Board approval.

For more than 30 years, California charter school educators have participated in CalSTRS, providing retirement security for thousands of teachers and instructional staff. In 2024, AB 1997 was enacted to simplify CalSTRS eligibility rules by replacing the long-standing “creditable service” standard with a new “positions subject to membership” framework beginning in 2027. While the intent of the legislation was administrative simplification, it unintentionally created significant risks for charter schools because it did not fully account for the unique legal structure and operational flexibility of independent nonprofit charter schools. Without additional legislative action, many future charter school employees, including administrators, counselors, psychologists, librarians, and teachers promoted into leadership positions, could lose eligibility to participate in CalSTRS after July 1, 2027.

AB 2519 has been introduced as the legislative fix to preserve continued CalSTRS eligibility for charter school employees performing educational functions traditionally recognized as creditable service. The bill would establish a clear process requiring charter school governing boards to formally designate CalSTRS-eligible positions through public board resolutions identifying the educational functions performed under Education Code Section 44065. These functions include instruction, counseling, library services, curriculum development, pupil welfare, staff training, and instructional leadership. If enacted, AB 2519 would place responsibility on charter school governing boards to formally document and maintain eligible positions in compliance with state law. As a result, charter schools may need to update governing documents, including Articles of Incorporation and related board policies, to ensure clear authority and alignment with the requirements necessary to preserve employee access to CalSTRS.

RECOMMENDATION:

It is recommended the Board approve the Amended and Restated Articles of Incorporation for Motivated Youth Academy (#1628).

Fiscal Impact: None.

AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
MOTIVATED YOUTH ACADEMY

The undersigned hereby certify that:

1. They are the president and secretary, respectively, of Motivated Youth Academy, a California nonprofit public benefit corporation.

2. The articles of incorporation of the corporation are amended and restated to read as follows:

ARTICLE I.

The name of the corporation is **Motivated Youth Academy**.

ARTICLE II.

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

B. The specific purposes for which this corporation is organized are to create, manage, operate, guide, direct, and promote one or more public charter schools, and such other educational programs that promote lifelong learning as its Board of Directors may approve from time to time.

ARTICLE III.

A. This corporation is organized and operated exclusively for charitable and educational purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including publishing or distribution of statements) on behalf of any candidate for public office.

C. Notwithstanding any other provision of these articles, the corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the corporation. The corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from federal income

tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE IV.

A. The assets and property of this corporation are irrevocably dedicated to charitable and educational purposes and no part of the net income or assets of this corporation shall inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

B. Upon the dissolution or final liquidation~~winding up~~ of the corporation, its assets remaining after payment of all debts and liabilities of the corporation~~,~~ shall be distributed to another public school that meets the requirements of subdivisions (a) - (e) of Section III.A of IRS Notice 2015-07 for participation~~, or to a California nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable and educational purposes, and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, and which maintains or participates in, or is eligible to maintain or participate in, a governmental plan under Section 414(d) of the Internal Revenue Code, or to another entity that maintains or participates in, or is eligible to maintain or participate~~ in~~,~~ a governmental plan under Section 414(d) of the Internal Revenue Code, or shall be distributed to the State of California, a political subdivision of the State of California, or instrumentality thereof.

3. The foregoing amended and restated articles of incorporation have been duly approved by the corporation's board of directors.

4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

Dated: _____

_____
William Hall, President

_____
Gigi Lenz, Secretary

AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
MOTIVATED YOUTH ACADEMY

The undersigned hereby certify that:

1. They are the president and secretary, respectively, of Motivated Youth Academy, a California nonprofit public benefit corporation.

2. The articles of incorporation of the corporation are amended and restated to read as follows:

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B. The specific purposes for which this corporation is organized are to create, manage, operate, guide, direct, and promote one or more public charter schools, and such other educational programs that promote lifelong learning as its Board of Directors may approve from time to time.

ARTICLE III.

A. This corporation is organized and operated exclusively for charitable and educational purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including publishing or distribution of statements) on behalf of any candidate for public office.

C. Notwithstanding any other provision of these articles, the corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the corporation. The corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from federal income

tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE IV.

A. The assets and property of this corporation are irrevocably dedicated to charitable and educational purposes and no part of the net income or assets of this corporation shall inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

B. Upon the dissolution or final liquidation of the corporation, its assets remaining after payment of all debts and liabilities of the corporation shall be distributed to another public school that meets the requirements of subdivisions (a) - (e) of Section III.A of IRS Notice 2015-07 for participation in a governmental plan under Section 414(d) of the Internal Revenue Code, or shall be distributed to the State of California, a political subdivision of the State of California, or instrumentality thereof.

3. The foregoing amended and restated articles of incorporation have been duly approved by the corporation's board of directors.

4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

Dated: _____

_____
William Hall, President

_____
Gigi Lenz, Secretary

Coversheet

Approval of Sixth Amended and Restated Bylaws of Motivated Youth Academy Charter Schools

Section: XII. Board Governance
Item: B. Approval of Sixth Amended and Restated Bylaws of Motivated Youth Academy Charter Schools
Purpose: Vote
Submitted by: Gigi Lenz
Related Material:
Sixth Amended and Restated Bylaws of Motivated Youth Academy Charter Schools - Redlined - 2026.05.07.pdf
Sixth Amended and Restated Bylaws of Motivated Youth Academy Charter Schools - For Board Approval - 2026.05.07.pdf

BACKGROUND:

The proposed Sixth Amended Bylaws include a targeted revision to the dissolution clause to ensure alignment with current legal requirements and continued eligibility for participation in CalSTRS. Specifically, the updated language clarifies that, upon dissolution, remaining assets must be distributed to a qualifying public school entity or governmental agency that meets the requirements of a governmental plan under IRS Section 414(d), rather than relying solely on broader language referenced in the Articles of Incorporation. This change strengthens compliance with applicable federal and state regulations governing public education entities and retirement system eligibility. No other substantive governance changes are included. This revision is necessary to mitigate compliance risk and ensure the organization maintains its standing within CalSTRS.

For more than 30 years, California charter school educators have participated in CalSTRS, providing retirement security for thousands of teachers and instructional staff. In 2024, AB 1997 was enacted to simplify CalSTRS eligibility rules by replacing the long-standing “creditable service” standard with a new “positions subject to membership” framework beginning in 2027. While the intent of the legislation was administrative simplification, it unintentionally created significant risks for charter schools because it did not fully account for the unique legal structure and operational flexibility of independent nonprofit charter schools. Without additional legislative action, many future charter school employees, including administrators, counselors, psychologists, librarians, and teachers promoted into leadership positions, could lose eligibility to participate in CalSTRS after July 1, 2027.

AB 2519 has been introduced as the legislative fix to preserve continued CalSTRS eligibility for charter school employees performing educational functions traditionally recognized as creditable service. The bill would establish a clear process requiring charter school governing boards to formally designate CalSTRS-eligible positions through public board resolutions identifying the educational functions performed under Education Code Section 44065. These functions include instruction, counseling, library services, curriculum development, pupil welfare, staff training, and instructional leadership. If enacted, AB 2519 would place responsibility on charter school governing boards to formally document and maintain eligible positions in compliance with state law. As a result, charter schools may need to update governing documents, including Articles of

Incorporation, Bylaws and related board policies, to ensure clear authority and alignment with the requirements necessary to preserve employee access to CalSTRS.

RECOMMENDATION:

It is recommended the Board approve the Sixth Amended Bylaws as presented for Motivated Youth Academy. (#1628).

Fiscal Impact: None.

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

Adopted on month day, year~~April 9, 2026~~

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 inure to the benefit of any private person or individual, or to any Director or officer of the Corporation. Upon the dissolution or final liquidation of the corporation, its assets remaining after payment of all debts and liabilities of the corporation shall be distributed to another public school that meets the requirements of subdivisions (a) - (e) of Section III.A of IRS Notice 2015-07 for participation in a governmental plan under Section 414(d) of the Internal Revenue Code, or shall be distributed to the State of California, a political subdivision of the State of California, or instrumentality thereof.~~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.

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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'

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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]~~April 9, 2026~~.

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Secretary, Motivated Youth Academy Charter School

SIXTH 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.

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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 inure to the benefit of any private person or individual, or to any Director or officer of the Corporation. Upon the dissolution or final liquidation of the corporation, its assets remaining after payment of all debts and liabilities of the corporation shall be distributed to another public school that meets the requirements of subdivisions (a) - (e) of Section III.A of IRS Notice 2015-07 for participation in a governmental plan under Section 414(d) of the Internal Revenue Code, or shall be distributed to the State of California, a political subdivision of the State of California, or instrumentality thereof.

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

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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

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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.

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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

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Coversheet

Approval of Federal Tax Form 990 Return (Draft) and California Tax Form 199 Return (Draft) - Year Ended June (current year) as prepared by CliftonLarsonAllen (CLA)

Section: XIII. Business/Financial Services
Item: A. Approval of Federal Tax Form 990 Return (Draft) and California Tax Form 199 Return (Draft) - Year Ended June (current year) as prepared by CliftonLarsonAllen (CLA)
Purpose: Vote
Submitted by: Gigi Lenz
Related Material:
Federal Tax Form 990 Return (Draft) and California Tax Form 199 Return (Draft).pdf

BACKGROUND:

The attached draft Form 990 and California Form 199 tax filings for the fiscal year ending June 30, 2025, are presented for Board review and approval prior to submission. These filings, prepared by CliftonLarsonAllen LLP, reflect the organization's financial activity, governance structure, and compliance with federal and state reporting requirements for nonprofit public benefit corporations. The return reports total revenue of approximately $5.5 million and outlines key expenditures supporting program services aligned with the school's mission. Upon Board approval, the authorized representative will sign the required e-file authorization forms (Form 8879-TE and Form 8453-EO), allowing the returns to be submitted electronically in advance of the May 15, 2026 deadline. No payment is required with these filings. This item is presented to ensure transparency, regulatory compliance, and fulfillment of the Board's oversight responsibilities.

RECOMMENDATION:

It is recommended the Board approve Federal Tax Form 990 Return (Draft) and California Tax Form 199 Return (Draft) for Motivated Youth Academy (#1628).

Fiscal Impact: None.

CliftonLarsonAllen LLP
CLAconnect.com

March 2, 2026

Motivated Youth Academy
500 La Terraza Blvd. Suite #150
Escondido, CA 92025
Attention: Bill Dobson

Dear Bill,

Enclosed is the organization's 2024 Exempt Organization return.

Specific filing instructions are as follows.

FORM 990 RETURN:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-TE to our office. We will transmit the return electronically to the IRS and no further action is required. Please return Form 8879-TE to us as soon as possible, but no later than by May 15, 2026 the filing deadline.

In addition, tax-exempt organizations must make available for public inspection a copy of their annual returns for the preceding three years and exemption application, if applicable. An organization generally must furnish filings to anyone who requests them in person or in writing. An exempt organization may meet this requirement by posting all the documents on its website or at another organizations site as part of a database of similar materials. Specific requirements must be met to meet this exception.

CALIFORNIA FORM 199 RETURN:

The California Form 199 return has qualified for electronic filing. After you have reviewed your return for completeness and accuracy, please sign, date and return Form 8453-EO to our office. We will then transmit your return to the FTB. Do not mail the paper copy of the return to the FTB.

No payment is required.

A few final reminders relating to your tax return filings:

- There are substantial penalties for failure to properly disclose and report foreign financial accounts and foreign activity. Please make sure you have informed us of any foreign financial accounts or foreign activity so that we have the necessary information to complete any required disclosures or filings.
- Be sure to review the returns prior to signing as you have final responsibility for all information included in the returns. Please contact us if you have any questions or concerns.
- We recommend you keep a paper or electronic copy of your tax returns permanently. Supporting documentation should be kept for a minimum of seven years based on IRS guidance.

CLA exists to create opportunities – for our clients, our people, and our communities. We value our relationship with you and thank you for your trust and confidence in allowing us to serve you. If we can assist you in making strategic, informed decisions in areas of tax or beyond, please contact us as questions arise throughout the year.

DRAFT

Sincerely,

CliftonLarsonAllen LLP

DRAFT

CliftonLarsonAllen LLP
CLAconnect.com

MOTIVATED YOUTH ACADEMY

FORM 990 INCOME TAX RETURN

FOR YEAR ENDED JUNE 30, 2025

DRAFT

***** THIS IS NOT A FILEABLE COPY *****

Form **8879-TE**

IRS E-file Signature Authorization for a Tax Exempt Entity

For calendar year 2024, or fiscal year beginning JUL 1, 2024, and ending JUN 30, 2025

Do not send to the IRS. Keep for your records.

Go to www.irs.gov/Form8879TE for the latest information.

OMB No. 1545-0047

2024

Department of the Treasury
Internal Revenue Service

Name of filer
MOTIVATED YOUTH ACADEMY

EIN or SSN
46-4505562

Name and title of officer or person subject to tax
BILL DOBSON
INTERIM DIRECTOR

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here	[X]	**b Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1b	5,519,225.
2a	**Form 990-EZ** check here	[ ]	**b Total revenue,** if any (Form 990-EZ, line 9)	2b	
3a	**Form 1120-POL** check here	[ ]	**b Total tax** (Form 1120-POL, line 22)	3b	
4a	**Form 990-PF** check here	[ ]	**b Tax based on investment income** (Form 990-PF, Part V, line 5)	4b	
5a	**Form 8868** check here	[ ]	**b Balance due** (Form 8868, line 3c)	5b	
6a	**Form 990-T** check here	[ ]	**b Total tax** (Form 990-T, Part III, line 4)	6b	
7a	**Form 4720** check here	[ ]	**b Total tax** (Form 4720, Part III, line 1)	7b	
8a	**Form 5227** check here	[ ]	**b FMV of assets at end of tax year** (Form 5227, Item D)	8b	
9a	**Form 5330** check here	[ ]	**b Tax due** (Form 5330, Part II, line 19)	9b	
10a	**Form 8038-CP** check here	[ ]	**b Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	10b	

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that [X] I am an officer of the above entity or [ ] I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2024 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

[X] I authorize CLIFTONLARSONALLEN LLP to enter my PIN 91740

ERO firm name

Enter five numbers, but do not enter all zeros

as my signature on the tax year 2024 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

[ ] As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2024 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax **** THIS IS NOT A FILEABLE COPY **** Date

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN. 30742422100

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2024 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature MEI-LI HUANG Date 03/02/26

ERO Must Retain This Form - See Instructions

Do Not Submit This Form to the IRS Unless Requested To Do So

For Privacy Act and Paperwork Reduction Act Notice, see instructions. Form **8879-TE** (2024)

LHA 402521 12-26-24

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DRAFT

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2024

Open to Public Inspection

A For the 2024 calendar year, or tax year beginning JUL 1, 2024 **and ending** JUN 30, 2025

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ termin-ated
- ☐ Amended return
- ☐ Applica-tion pending

C Name of organization
MOTIVATED YOUTH ACADEMY

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) 500 LA TERRAZA BLVD. Room/suite 150

City or town, state or province, country, and ZIP or foreign postal code ESCONDIDO, CA 92025

F Name and address of principal officer: BILL DOBSON
SAME AS C ABOVE

D Employer identification number 46-4505562

E Telephone number (619)343-2048

G Gross receipts $ 5,519,225.

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. See instructions

H(c) Group exemption number

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: WWW.MYACADEMY.ORG

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: 2013 **M** State of legal domicile: CA

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: TO OPERATE TUITION FREE CHARTER SCHOOL PROGRAMS WHERE TEACHERS AND PARENTS PARTNER TOGETHER.

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	5
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	0
5	Total number of individuals employed in calendar year 2024 (Part V, line 2a)	5	51
6	Total number of volunteers (estimate if necessary)	6	0
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.

Revenue

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	4,089,815.	5,507,686.
9	Program service revenue (Part VIII, line 2g)	0.	0.
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	9,011.	11,382.
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	708.	157.
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	4,099,534.	5,519,225.

Expenses

13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	2,924,717.	3,857,220.
16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
b	Total fundraising expenses (Part IX, column (D), line 25) 0.		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	1,199,500.	1,398,294.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	4,124,217.	5,255,514.
19	Revenue less expenses. Subtract line 18 from line 12	-24,683.	263,711.

Net Assets or Fund Balances

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	1,908,594.	2,402,219.
21	Total liabilities (Part X, line 26)	750,028.	979,942.
22	Net assets or fund balances. Subtract line 21 from line 20	1,158,566.	1,422,277.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer Date

BILL DOBSON, INTERIM DIRECTOR
Type or print name and title

Paid Preparer Use Only

Preparer's name	Preparer's signature	Date	Check if self-employed	PTIN
MEI-LI HUANG	MEI-LI HUANG	03/02/26	☐	P02383735

Firm's name CLIFTONLARSONALLEN LLP Firm's EIN 41-0746749

Firm's address 901 VIA PIEMONTE, SUITE 300 ONTARIO, CA 91764 Phone no. (909) 985-7286

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

LHA **For Paperwork Reduction Act Notice, see the separate instructions.** 432001 12-10-24 Form **990** (2024)

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Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:
TO HONOR STUDENTS AND EDUCATIONAL PARTNERS BY PROVIDING ONGOING SUPPORT AND SERVANT LEADERSHIP IN A PROFESSIONAL, COHESIVE, AND COLLABORATIVE MANNER. WE WILL STRENGTHEN PROGRAMS THROUGH COLLABORATION, INNOVATION, COMMUNICATION AND THE SHARING OF RESOURCES.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 4,679,304. including grants of $ 0.) (Revenue $ 0.)
OFFERING AN INDEPENDENT STUDY PERSONALIZED LEARNING MODEL FOR STUDENTS IN GRADES 6-12 AND YOUNG ADULTS 19-24. ALLOWING EDUCATIONAL PARTNERS TO SELECT A WIDE VARIETY OF EDUCATIONAL RESOURCES AND MATERIALS FROM APPROVED CONTENT AND COMMUNITY PROVIDERS USING STATE INSTRUCTIONAL FUNDS. THE ORGANIZATION SERVED APPROXIMATELY 300 STUDENTS.

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe on Schedule O.)
(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses 4,679,304.

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Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors*? See instructions	2		X
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a		X
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e		X
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13	X	
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

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Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties? (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in noncash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	18		
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?			1c X	

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Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

				Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	51		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b			X
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	3a			X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*	3b			
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			X
b	If "Yes," enter the name of the foreign country _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c			
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b			
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a			X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g			
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h			
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8			
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b			
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.	13a			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*	14b			
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.	15			X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16			X
17	**Section 501(c)(21) organizations.** Did the trust, or any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17			

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Part VI Governance, Management, and Disclosure. *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI X

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	5		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.				
b	Enter the number of voting members included on line 1a, above, who are independent	1b	0		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2			X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6			X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b			X
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13	X	
14	Did the organization have a written document retention and destruction policy?	14	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	X	
b	Other officers or key employees of the organization	15b	X	
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed CA

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records

BILL DOBSON - (619)343-2048
500 LA TERRAZA BLVD #150, ESCONDIDO, CA 92025

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Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) BILL DOBSON CHIEF EXECUTIVE OFFICER	40.00			X				146,468.	0.	23,303.
(2) DANIEL ELOY ESPINOZA SCHOOL PSYCHOLOGIST PROG MANAGER	40.00					X		137,297.	0.	21,721.
(3) MELISSA LATO ASSISTANT DIRECTOR	40.00					X		108,598.	0.	17,432.
(4) JENNIFER COOK-YORK EDUCATION SPECIALIST	40.00					X		106,344.	0.	17,181.
(5) WILLIAM W. HALL PRESIDENT	5.00	X		X				13,200.	0.	0.
(6) MICHAEL P. HUMPHREY VICE PRESIDENT	5.00	X		X				13,200.	0.	0.
(7) STEVE FRAIRE CLERK	5.00	X		X				7,800.	0.	0.
(8) LARRY ALBERT ALVARADO DIRECTOR	2.00	X						7,800.	0.	0.
(9) PETER MATZ DIRECTOR	2.00	X						7,800.	0.	0.

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Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Subtotal								548,507.	0.	79,637.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								548,507.	0.	79,637.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization 4

		Yes	No
3	Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*		X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
PAYLOCITY, 2107 LIVINGSTON STREET, SUITE C, OAKLAND, CA 94606	PAYROLL FEES	456,882.
CHARTER IMPACT, 8500 BALBOA BLVD., STE. 140, NORTHRIDGE, CA 91325	BUSINESS MANAGEMENT SERVICES	116,546.

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization 2

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Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	5,507,686.			
	f All other contributions, gifts, grants, and similar amounts not included above	1f				
	g Noncash contributions included in lines 1a-1f	1g	$			
	h **Total.** Add lines 1a-1f		5,507,686.			
Program Service Revenue		**Business Code**				
	2a					
	b					
	c					
	d					
	e					
	f All other program service revenue					
	g **Total.** Add lines 2a-2f					
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		11,382.			11,382.
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
		(i) Real	(ii) Personal			
	6a Gross rents 6a					
	b Less: rental expenses 6b					
	c Rental income or (loss) 6c					
	d Net rental income or (loss)					
		(i) Securities	(ii) Other			
	7a Gross amount from sales of assets other than inventory 7a					
	b Less: cost or other basis and sales expenses 7b					
	c Gain or (loss) 7c					
	d Net gain or (loss)					
	8a Gross income from fundraising events (not including $ _____ of contributions reported on line 1c). See Part IV, line 18 8a					
	b Less: direct expenses 8b					
	c Net income or (loss) from fundraising events					
	9a Gross income from gaming activities. See Part IV, line 19 9a					
	b Less: direct expenses 9b					
	c Net income or (loss) from gaming activities					
	10a Gross sales of inventory, less returns and allowances 10a					
	b Less: cost of goods sold 10b					
	c Net income or (loss) from sales of inventory					
Miscellaneous Revenue		**Business Code**				
	11a OTHER REVENUE	900099	157.			157.
	b					
	c					
	d All other revenue					
	e **Total.** Add lines 11a-11d		157.			
	12 **Total revenue.** See instructions		5,519,225.	0.	0.	11,539.

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Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	211,811.	211,811.		
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	2,771,619.	2,714,075.	57,544.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	309,125.	309,125.		
9 Other employee benefits	460,725.	451,731.	8,994.	
10 Payroll taxes	103,940.	101,919.	2,021.	
11 Fees for services (nonemployees):				
a Management	192,783.		192,783.	
b Legal	84,481.		84,481.	
c Accounting	39,900.		39,900.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)	298,660.	159,869.	138,791.	
12 Advertising and promotion				
13 Office expenses	76,398.	74,913.	1,485.	
14 Information technology	288,631.	286,530.	2,101.	
15 Royalties				
16 Occupancy	49,499.	48,537.	962.	
17 Travel	34,213.	34,213.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	30,468.	29,876.	592.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a INSTRUCTIONAL MATERIALS	120,939.	120,316.	623.	
b PROF. DEVELOPMENT	111,057.	86,925.	24,132.	
c OTHER TAXES AND FEES	24,989.	19,559.	5,430.	
d FOOD SERVICES	18,179.	14,229.	3,950.	
e All other expenses	28,097.	15,676.	12,421.	
25 **Total functional expenses.** Add lines 1 through 24e	5,255,514.	4,679,304.	576,210.	0.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

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Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing	813,556.	1	1,113,542.
	2	Savings and temporary cash investments	615,733.	2	72,677.
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	341,842.	4	1,095,469.
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges	137,463.	9	120,531.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D 10a			
	b	Less: accumulated depreciation 10b		10c	
	11	Investments - publicly traded securities		11	
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11		15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)	1,908,594.	16	2,402,219.
Liabilities	17	Accounts payable and accrued expenses	154,802.	17	377,325.
	18	Grants payable		18	
	19	Deferred revenue	595,226.	19	602,617.
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26	**Total liabilities.** Add lines 17 through 25	750,028.	26	979,942.
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here** ☒ **and complete lines 27, 28, 32, and 33.**			
	27	Net assets without donor restrictions	1,158,566.	27	1,422,277.
	28	Net assets with donor restrictions		28	
		Organizations that do not follow FASB ASC 958, check here ☐ **and complete lines 29 through 33.**			
	29	Capital stock or trust principal, or current funds		29	
	30	Paid-in or capital surplus, or land, building, or equipment fund		30	
	31	Retained earnings, endowment, accumulated income, or other funds		31	
	32	Total net assets or fund balances	1,158,566.	32	1,422,277.
	33	Total liabilities and net assets/fund balances	1,908,594.	33	2,402,219.

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Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	5,519,225.
2	Total expenses (must equal Part IX, column (A), line 25)	2	5,255,514.
3	Revenue less expenses. Subtract line 2 from line 1	3	263,711.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	1,158,566.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	1,422,277.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☒

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a		X
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2b	X	
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

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SCHEDULE A (Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2024

Open to Public Inspection

Name of the organization

MOTIVATED YOUTH ACADEMY

Employer identification number

46-4505562

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
2 ☒ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)
3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
10 ☐ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
f Enter the number of supported organizations .....
g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
Total						

LHA **For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.** 432021 01-14-25 **Schedule A (Form 990) 2024**

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Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						

12 Gross receipts from related activities, etc. (see instructions) 12

13 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2024 (line 6, column (f), divided by line 11, column (f)) 14 %

15 Public support percentage from 2023 Schedule A, Part II, line 14 15 %

16a **33 1/3% support test - 2024.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

b **33 1/3% support test - 2023.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

17a **10% -facts-and-circumstances test - 2024.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐

b **10% -facts-and-circumstances test - 2023.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ☐

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Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2024 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2023 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for **2024** (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from **2023** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests - 2024.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

b **33 1/3% support tests - 2023.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

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Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* **Part VI** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer lines 3b and 3c below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* **Part VI** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* **Part VI** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* **Part VI** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in* **Part VI,** *including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* **Part VI.**	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? *If "Yes," complete Part I of Schedule L (Form 990).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* **Part VI.**	9a		
b	Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* **Part VI.**	9b		
c	Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* **Part VI.**	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer line 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?	11a		
b	A family member of a person described on line 11a above?	11b		
c	A 35% controlled entity of a person described on line 11a or 11b above? *If "Yes" to line 11a, 11b, or 11c, provide detail in* **Part VI.**	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? *If "No," describe in* **Part VI** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* **Part VI** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* **Part VI** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* **Part VI** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* **Part VI** *the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year* **(see instructions).**

a ☐ The organization satisfied the Activities Test. *Complete* **line 2** *below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete* **line 3** *below.*

c ☐ The organization supported a governmental entity. *Describe in* **Part VI** *how you supported a governmental entity (see instructions).*

			Yes	No
2	Activities Test. **Answer lines 2a and 2b below.**			
a	*Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in* **Part VI identify those supported organizations and explain** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* **Part VI** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. **Answer lines 3a and 3b below.**			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in **Part VI**.	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in **Part VI** the role played by the organization in this regard.	3b		

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Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in* **Part VI**). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	**1**		
2 Recoveries of prior-year distributions	**2**		
3 Other gross income (see instructions)	**3**		
4 Add lines 1 through 3.	**4**		
5 Depreciation and depletion	**5**		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	**6**		
7 Other expenses (see instructions)	**7**		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	**8**		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	**1a**		
b Average monthly cash balances	**1b**		
c Fair market value of other non-exempt-use assets	**1c**		
d **Total** (add lines 1a, 1b, and 1c)	**1d**		
e **Discount** claimed for blockage or other factors (*explain in detail in* **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	**2**		
3 Subtract line 2 from line 1d.	**3**		
4 Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	**4**		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	**5**		
6 Multiply line 5 by 0.035.	**6**		
7 Recoveries of prior-year distributions	**7**		
8 **Minimum Asset Amount** (add line 7 to line 6)	**8**		

Section C - Distributable Amount		Current Year
1 Adjusted net income for prior year (from Section A, line 8, column A)	**1**	
2 Enter 0.85 of line 1.	**2**	
3 Minimum asset amount for prior year (from Section B, line 8, column A)	**3**	
4 Enter greater of line 2 or line 3.	**4**	
5 Income tax imposed in prior year	**5**	
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	**6**	

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

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Part V **Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** *(continued)*

Section D - Distributions		Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	1	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4 Amounts paid to acquire exempt-use assets	4	
5 Qualified set-aside amounts (prior IRS approval required - *provide details in* **Part VI**)	5	
6 Other distributions (describe in **Part VI**). See instructions.	6	
7 **Total annual distributions.** Add lines 1 through 6.	7	
8 Distributions to attentive supported organizations to which the organization is responsive (*provide details in* **Part VI**). See instructions.	8	
9 Distributable amount for 2024 from Section C, line 6	9	
10 Line 8 amount divided by line 9 amount	10	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2024	(iii) Distributable Amount for 2024
1 Distributable amount for 2024 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2024 (reasonable cause required - *explain in* **Part VI**). See instructions.			
3 Excess distributions carryover, if any, to 2024			
a From 2019			
b From 2020			
c From 2021			
d From 2022			
e From 2023			
f **Total** of lines 3a through 3e			
g Applied to under distributions of prior years			
h Applied to 2024 distributable amount			
i Carryover from 2019 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2024 from Section D, line 7: $			
a Applied to underdistributions of prior years			
b Applied to 2024 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2024, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, *explain in* **Part VI.** See instructions.			
6 Remaining underdistributions for 2024. Subtract lines 3h and 4b from line 1. For result greater than zero, *explain in* **Part VI**. See instructions.			
7 **Excess distributions carryover to 2025.** Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2020			
b Excess from 2021			
c Excess from 2022			
d Excess from 2023			
e Excess from 2024			

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Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

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SCHEDULE D (Form 990)
(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

Open to Public Inspection

Name of the organization
MOTIVATED YOUTH ACADEMY

Employer identification number
46-4505562

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
- ☐ Preservation of land for public use (for example, recreation or education)
- ☐ Preservation of a historically important land area
- ☐ Protection of natural habitat
- ☐ Preservation of a certified historic structure
- ☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included on line 2a	2c	
d	Number of conservation easements included on line 2c acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year _____

4 Number of states where property subject to conservation easement is located _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year _____

8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items.

(i) Revenue included on Form 990, Part VIII, line 1 $ _____

(ii) Assets included in Form 990, Part X $ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 $ _____

b Assets included in Form 990, Part X $ _____

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply).

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange program
e ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian, or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII ☐

Part V Endowment Funds

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment _____%
b Permanent endowment _____%
c Term endowment _____%

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations?	3a(i)		
(ii) Related organizations?	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment				
e Other				
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, line 10c, column (B))*				0.

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Part VII Investments - Other Securities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, line 12, col. (B))		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, line 13, col. (B))		

Part IX Other Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

	(a) Description	(b) Book value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, line 15, col. (B))*		

Part X Other Liabilities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1.	(a) Description of liability	(b) Book value
(1)	Federal income taxes	
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, line 25, col. (B))*		

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ... X

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Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	5,519,225.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	0.
3	Subtract line 2e from line 1			3	5,519,225.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	0.
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			5	5,519,225.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	5,255,514.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	0.
3	Subtract line 2e from line 1			3	5,255,514.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	0.
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			5	5,255,514.

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X, LINE 2:

THE SCHOOL IS A NONPROFIT CORPORATION EXEMPT FROM THE PAYMENT OF INCOME TAXES UNDER INTERNAL REVENUE CODE SECTION 501(C)(3) AND CALIFORNIA REVENUE AND TAXATION CODE SECTION 23701D. ACCORDINGLY, NO PROVISION HAS BEEN MADE FOR INCOME TAXES. MANAGEMENT HAS DETERMINED THAT ALL INCOME TAX POSITIONS ARE MORE LIKELY THAN NOT OF BEING SUSTAINED UPON POTENTIAL AUDIT OR EXAMINATION; THEREFORE, NO DISCLOSURES OF UNCERTAIN INCOME TAX POSITIONS ARE REQUIRED. THE SCHOOL IS SUBJECT TO INCOME TAX ON NET INCOME THAT IS DERIVED FROM BUSINESS ACTIVITIES THAT ARE UNRELATED TO THE EXEMPT PURPOSES. THE SCHOOL FILES AN EXEMPT SCHOOL RETURN AND APPLICABLE UNRELATED BUSINESS INCOME TAX RETURN IN THE U.S. FEDERAL JURISDICTION AND WITH THE CALIFORNIA FRANCHISE TAX BOARD.

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Part XIII Supplemental Information *(continued)*

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SCHEDULE E (Form 990)
(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Schools

Complete if the organization answered "Yes" on Form 990, Part IV, line 13, or Form 990-EZ, Part VI, line 48.

Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

Open to Public Inspection

Name of the organization
MOTIVATED YOUTH ACADEMY

Employer identification number
46-4505562

Part I

			YES	NO
1	Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?	1	X	
2	Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?	2	X	
3	Has the organization publicized its racially nondiscriminatory policy on its primary publicly accessible Internet homepage at all times during its tax year in a manner reasonably expected to be noticed by visitors to the homepage, or through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If "Yes," please describe. If "No," please explain. If you need more space, use Part II	3	X	
	THE SCHOOL PUBLICIZES ITS POLICY IN ITS REGISTRATION MATERIALS AND DOCUMENTS USED TO SOLICIT STUDENTS AND ON THE SCHOOL'S WEBSITE.			
4	Does the organization maintain the following:			
a	Records indicating the racial composition of the student body, faculty, and administrative staff?	4a	X	
b	Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?	4b	X	
c	Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?	4c	X	
d	Copies of all material used by the organization or on its behalf to solicit contributions?	4d	X	
	If you answered "No" to any of the above, please explain. If you need more space, use Part II.			
5	Does the organization discriminate by race in any way with respect to:			
a	Students' rights or privileges?	5a		X
b	Admissions policies?	5b		X
c	Employment of faculty or administrative staff?	5c		X
d	Scholarships or other financial assistance?	5d		X
e	Educational policies?	5e		X
f	Use of facilities?	5f		X
g	Athletic programs?	5g		X
h	Other extracurricular activities?	5h		X
	If you answered "Yes" to any of the above, please explain. If you need more space, use Part II.			
6a	Does the organization receive any financial aid or assistance from a governmental agency?	6a	X	
b	Has the organization's right to such aid ever been revoked or suspended?	6b		X
	If you answered "Yes" on either line 6a or line 6b, explain in Part II.			
7	Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, as modified by Rev. Proc. 2019-22, 2019-22 I.R.B. 1260, covering racial nondiscrimination? If "No," explain in Part II	7	X	

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Part II **Supplemental Information.** Provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7, as applicable. Also provide any other additional information. See instructions.

LINE 6 - EXPLANATION OF GOVERNMENT FINANCIAL AID:
THE SCHOOL IS A PUBLIC CHARTER SCHOOL PRINCIPALLY FUNDED BY CALIFORNIA AND FEDERAL MONIES RECEIVED THROUGH THE CALIFORNIA DEPARTMENT OF EDUCATION.

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SCHEDULE O (Form 990)
(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

Open to Public Inspection

Name of the organization
MOTIVATED YOUTH ACADEMY

Employer identification number
46-4505562

FORM 990, PART VI, SECTION A, LINE 8B:
THERE ARE NO COMMITTEES THAT HAVE BEEN GRANTED AUTHORITY TO ACT ON BEHALF OF THE BOARD.

FORM 990, PART VI, SECTION B, LINE 11B:
THE FORM 990 IS PREPARED BY THE ORGANIZATION'S OUTSIDE PUBLIC ACCOUNTING FIRM BASED ON INFORMATION PROVIDED BY MANAGEMENT. ONCE A DRAFT OF THE RETURN IS AVAILABLE, IT IS REVIEWED BY MANAGEMENT WITH ANY CHANGES OR REVISIONS INCORPORATED INTO THE FILING. THE REVISED RETURN IS THEN SUBMITTED TO THE BOARD OF DIRECTORS FOR THEIR REVIEW AND APPROVAL PRIOR TO SUBMITTING TO THE IRS.

FORM 990, PART VI, SECTION B, LINE 12C:
MONITORING IS PERFORMED REGULARLY BY THE OFFICERS TO IDENTIFY POTENTIAL CONFLICTS OF INTEREST. ANY QUESTION OF A CONFLICT IS ADDRESSED WITH THE EMPLOYEE INCLUDING GOVERNING BOARD MEMBERS, WHO IS REQUIRED TO DISCLOSE THE EXISTENCE OF ANY FINANCIAL INTEREST AND BE AFFORDED THE OPPORTUNITY TO DISCLOSE ALL MATERIAL FACTS TO THE BOARD AND EXECUTIVE DIRECTOR. IF A CONFLICT OF INTEREST IS IDENTIFIED, THE APPROPRIATE ACTION IS TAKEN, INCLUDING LIMITATIONS TO THE INDIVIDUAL'S INFLUENCE ON RELATED BUSINESS MATTERS.

FORM 990, PART VI, SECTION B, LINE 15:
THE DIRECTOR'S PAY IS DETERMINED BASED ON DATA PROVIDED BY EXTERNAL CHARTER MANAGEMENT ORGANIZATIONS AND THROUGH COMPARISON STUDIES OF OTHER CHARTER SCHOOLS. THE BOARD MUST VOTE TO APPROVE THE EXECUTIVE DIRECTOR'S COMPENSATION AS A DIRECT ACTION. THE OFFICERS' AND KEY EMPLOYEES' PAY IS DETERMINE BASED ON DATA PROVIDED BY EXTERNAL CHARTER MANAGEMENT ORGANIZATIONS AND THROUGH COMPARISON STUDIES OF OTHER CHARTER SCHOOLS. THE BOARD MUST VOTE TO APPROVE THE OFFICERS' AND KEY EMPLOYEES' COMPENSATION AS A DIRECT ACTION.
THE PROCESS DESCRIBED HERE WAS LAST COMPLETED IN 2025.

FORM 990, PART VI, SECTION C, LINE 19:
THE ORGANIZATION MAKES ITS GOVERNING DOCUMENTS, CONFLICT OF INTEREST POLICY, AND FINANCIAL STATEMENTS AVAILABLE UPON REQUEST.

FORM 990, PART XII, LINE 2C:
THE PROCESS FOR OVERSIGHT AND SELECTION OF AN INDEPENDENT ACCOUNTANT HAS NOT CHANGED FROM THE PRIOR YEAR.

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TAXABLE YEAR **2024**

California Exempt Organization Annual Information Return

428941 01-14-25
FORM **199**

Calendar Year 2024 or fiscal year beginning (mm/dd/yyyy) 07/01/2024 , and ending (mm/dd/yyyy) 06/30/2025 .

Corporation/Organization name: MOTIVATED YOUTH ACADEMY

California corporation number: 3628915

Additional information. See instructions.

FEIN: 46-4505562

Street address (suite or room): 500 LA TERRAZA BLVD., 150

PMB no.:

City: ESCONDIDO

State: CA

ZIP code: 92025

Foreign country name | Foreign province/state/county | Foreign postal code

A First return ..... ☐ Yes ☒ No

B Amended return ..... ● ☐ Yes ☒ No

C IRC Section 4947(a)(1) trust ..... ☐ Yes ☒ No

D Final information return?
● ☐ Dissolved ☐ Surrendered (Withdrawn) ☐ Merged/Reorganized
Enter date: (mm/dd/yyyy) ●

E Check accounting method: (1) ☐ Cash (2) ☒ Accrual (3) ☐ Other

F Federal return filed? (1) ● ☐ 990T (2) ● ☐ 990PF
(3) ● ☐ Sch H (990) (4) ☒ Other 990 series

G Is this a group filing? See instructions ..... ● ☐ Yes ☒ No

H Is this organization in a group exemption ..... ☐ Yes ☒ No
If "Yes," what is the parent's name?

I Did the organization have any changes to its guidelines not reported to the FTB? See instructions ..... ● ☐ Yes ☒ No

J If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions. ..... ● ☐ Yes ☒ No

K Is the organization exempt under R&TC Section 23701g? ● ☐ Yes ☒ No
If "Yes," enter the gross receipts from nonmember sources $

L Is the organization a limited liability company? ..... ● ☐ Yes ☒ No

M Did the organization file Form 100 or Form 109 to report taxable income? ..... ● ☐ Yes ☒ No

N Is the organization under audit by the IRS or has the IRS audited in a prior year? ..... ● ☐ Yes ☒ No

O Is federal Form 1023/1024 pending? ..... ☐ Yes ☒ No
Date filed with IRS

Part I Complete Part I unless not required to file this form. See General Information B and C.

Receipts and Revenues	1	Gross sales or receipts from other sources. From Side 2, Part II, line 8 ●		1	11,539 00
	2	Gross dues and assessments from members and affiliates ●		2	00
	3	Gross contributions, gifts, grants, and similar amounts received ●		3	5,507,686 00
	4	Total gross receipts for filing requirement test. Add line 1 through line 3. **This line must be completed.** If the result is less than $50,000, see General Information B ●		4	5,519,225 00
	5	Cost of goods sold ●	5 00		
	6	Cost or other basis, and sales expenses of assets sold ●	6 00		
	7	Total costs. Add line 5 and line 6		7	00
	8	Total gross income. Subtract line 7 from line 4 ●		8	5,519,225 00
Expenses	9	Total expenses and disbursements. From Side 2, Part II, line 18 ●		9	5,255,514 00
	10	Excess of receipts over expenses and disbursements. Subtract line 9 from line 8 ●		10	263,711 00
Payments	11	Total payments ●		11	00
	12	Use tax. See General Information K ●		12	00
	13	Payments balance. If line 11 is more than line 12, subtract line 12 from line 11 ●		13	00
	14	Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12 ●		14	00
	15	Penalties and interest. See General Information J		15	00
	16	**Balance due.** Add line 12 and line 15. Then subtract line 11 from the result ◉		16	00

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer ▶ | Title: INTERIM DIRECT | Date | ● Telephone: (619)343-2048

Paid Preparer's Use Only

Preparer's signature ▶ MEI-LI HUANG | Date: 03/02/26 | Check if self-employed ▶ ☐ | ● PTIN: P02383735

Firm's name (or yours, if self-employed) and address ▶ CLIFTONLARSONALLEN LLP
901 VIA PIEMONTE, SUITE 300
ONTARIO, CA 91764

● Firm's FEIN: 41-0746749

● Telephone: (909) 985-7286

May the FTB discuss this return with the preparer shown above? See instructions ..... ● ☒ Yes ☐ No

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MOTIVATED YOUTH ACADEMY 46-4505562

Part II **Organizations with gross receipts of more than $50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.**

428951 01-14-25

	1 Gross sales or receipts from all business activities. See instructions	1		00
	2 Interest	2	11,382	00
	3 Dividends	3		00
Receipts	4 Gross rents	4		00
from	5 Gross royalties	5		00
Other	6 Gross amount received from sale of assets (See instructions)	6		00
Sources	7 Other income. Attach schedule SEE STATEMENT 1	7	157	00
	8 **Total** gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	8	11,539	00
	9 Contributions, gifts, grants, and similar amounts paid. Attach schedule	9		00
	10 Disbursements to or for members.	10		00
	11 Compensation of officers, directors, and trustees. Attach schedule SEE STATEMENT 2	11	211,811	00
	12 Other salaries and wages	12	2,771,619	00
Expenses	13 Interest	13		00
and	14 Taxes	14	103,940	00
Disburse-	15 Rents	15	49,499	00
ments	16 Depreciation and depletion (See instructions)	16		00
	17 Other expenses and disbursements. Attach schedule SEE STATEMENT 3	17	2,118,645	00
	18 **Total** expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	18	5,255,514	00

Schedule L **Balance Sheet**

Assets	Beginning of taxable year (a)	Beginning of taxable year (b)	End of taxable year (c)	End of taxable year (d)
1 Cash		1,429,289		1,186,219
2 Net accounts receivable		341,842		1,095,469
3 Net notes receivable				
4 Inventories				
5 Federal and state government obligations				
6 Investments in other bonds				
7 Investments in stock				
8 Mortgage loans				
9 Other investments. Attach schedule				
10 a Depreciable assets				
b Less accumulated depreciation				
11 Land				
12 Other assets. Attach schedule STMT 4		137,463		120,531
13 **Total assets**		1,908,594		2,402,219
Liabilities and net worth				
14 Accounts payable		154,802		377,325
15 Contributions, gifts, or grants payable				
16 Bonds and notes payable				
17 Mortgages payable				
18 Other liabilities. Attach schedule STMT 5		595,226		602,617
19 Capital stock or principal fund				
20 Paid-in or capital surplus. Attach reconciliation				
21 Retained earnings or income fund		1,158,566		1,422,277
22 **Total liabilities and net worth**		1,908,594		2,402,219

Schedule M-1 **Reconciliation of income per books with income per return**

Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than $50,000.

1 Net income per books	263,711	7 Income recorded on books this year not included in this return. Attach schedule	
2 Federal income tax		8 Deductions in this return not charged against book income this year. Attach schedule	
3 Excess of capital losses over capital gains		9 Total. Add line 7 and line 8	
4 Income not recorded on books this year. Attach schedule		10 Net income per return. Subtract line 9 from line 6	263,711
5 Expenses recorded on books this year not deducted in this return. Attach schedule			
6 Total. Add line 1 through line 5	263,711		

Powered by BoardOnTrack

MOTIVATED YOUTH ACADEMY 46-4505562

CA 199 OTHER INCOME STATEMENT 1

DESCRIPTION	AMOUNT
OTHER REVENUE	157.
TOTAL TO FORM 199, PART II, LINE 7	157.

CA 199 COMPENSATION OF OFFICERS, DIRECTORS AND TRUSTEES STATEMENT 2

NAME AND ADDRESS	TITLE AND AVERAGE HRS WORKED/WK	COMPENSATION
BILL DOBSON 500 LA TERRAZA BLVD., 150 ESCONDIDO, CA 92025	CHIEF EXECUTIVE OFFICER 40.00	162,011.
WILLIAM W. HALL 500 LA TERRAZA BLVD., 150 ESCONDIDO, CA 92025	PRESIDENT 5.00	13,200.
MICHAEL P. HUMPHREY 500 LA TERRAZA BLVD., 150 ESCONDIDO, CA 92025	VICE PRESIDENT 5.00	13,200.
STEVE FRAIRE 500 LA TERRAZA BLVD., 150 ESCONDIDO, CA 92025	CLERK 5.00	7,800.
LARRY ALBERT ALVARADO 500 LA TERRAZA BLVD., 150 ESCONDIDO, CA 92025	DIRECTOR 2.00	7,800.
PETER MATZ 500 LA TERRAZA BLVD., 150 ESCONDIDO, CA 92025	DIRECTOR 2.00	7,800.
TOTAL TO FORM 199, PART II, LINE 11		211,811.

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MOTIVATED YOUTH ACADEMY 46-4505562

CA 199 OTHER EXPENSES STATEMENT 3

DESCRIPTION	AMOUNT
INSTRUCTIONAL MATERIALS	120,939.
PROF. DEVELOPMENT	111,057.
OTHER TAXES AND FEES	24,989.
FOOD SERVICES	18,179.
PENSION PLAN CONTRIBUTIONS	309,125.
OTHER EMPLOYEE BENEFITS	460,725.
MANAGEMENT FEES	192,783.
LEGAL FEES	84,481.
ACCOUNTING FEES	39,900.
OTHER PROFESSIONAL FEES	298,660.
OFFICE EXPENSES	76,398.
INFORMATION TECHNOLOGY	288,631.
TRAVEL	34,213.
INSURANCE	30,468.
ALL OTHER EXPENSES	28,097.
TOTAL TO FORM 199, PART II, LINE 17	2,118,645.

CA 199 OTHER ASSETS STATEMENT 4

DESCRIPTION	BEG. OF YEAR	END OF YEAR
PREPAID EXPENSES AND DEFERRED CHARGES	137,463.	120,531.
TOTAL TO FORM 199, SCHEDULE L, LINE 12	137,463.	120,531.

CA 199 OTHER LIABILITIES STATEMENT 5

DESCRIPTION	BEG. OF YEAR	END OF YEAR
DEFERRED REVENUE	595,226.	602,617.
TOTAL TO FORM 199, SCHEDULE L, LINE 18	595,226.	602,617.

CA 199 FUND BALANCES STATEMENT 6

DESCRIPTION	BEG. OF YEAR	END OF YEAR
NET ASSETS WITHOUT DONOR RESTRICTIONS	1,158,566.	1,422,277.
TOTAL TO FORM 199, SCHEDULE L, LINE 21	1,158,566.	1,422,277.

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022

Date Accepted _____

DO NOT MAIL THIS FORM TO THE FTB

TAXABLE YEAR **2024**

California e-file Return Authorization for Exempt Organizations

FORM **8453-EO**

Exempt Organization name	Identifying number
MOTIVATED YOUTH ACADEMY	46-4505562

Part I Electronic Return Information (whole dollars only)

1	Total gross receipts or unrelated business taxable income (Form 199, line 4 or Form 109, line 5)	1	5,519,225
2	Total gross income or total tax (Form 199, line 8 or Form 109, line 14)	2	5,519,225
3	Refund (Form 109, line 26)	3	
4	Balance due or Total amount due (Form 199, line 16 or Form 109, line 29)	4	

Part II Settle Your Account Electronically for Taxable Year 2024

5 ☐ Direct deposit of refund (Form 109 only.)

6 ☐ Electronic funds withdrawal **6a** Amount **6b** Withdrawal date (mm/dd/yyyy)

Part III Schedule of Estimated Tax Payments for Taxable Year 2025 (These are **not** installment payments for the current amount the exempt organization owes.)

	First Payment	Second Payment	Third Payment	Fourth Payment
7 Amount				
8 Withdrawal Date				

Part IV Banking Information (Have you verified the exempt organization's banking information?)

9 Routing number _____

10 Account number **11** Type of account: ☐ Checking ☐ Savings

Part V Declaration of Officer

I authorize the exempt organization's account to be settled as designated in Part II. If I check Part II, box 5, I declare that the bank account specified in Part IV for the direct deposit refund agrees with the authorization stated on my return. If I check Part II, box 6, I authorize an electronic funds withdrawal for the amount listed on line 6a and any estimated payment amounts listed on Part III, line 7 from the bank account specified in Part IV.

Under penalties of perjury, I declare that I am an officer of the above exempt organization and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the exempt organization's 2024 California electronic return. To the best of my knowledge and belief, the exempt organization's return is true, correct, and complete. If the exempt organization is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the exempt organization's tax liability, the exempt organization will remain liable for the tax liability and all applicable interest and penalties. I authorize the exempt organization return and accompanying schedules and statements be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. **If the processing of the exempt organization's return or refund is delayed, I authorize the FTB to disclose to the ERO or intermediate service provider the reason(s) for the delay or the date when the refund was sent.**

Sign Here ▶ _____ Signature of officer | Date | ▶ INTERIM DIRECTOR Title

Part VI Declaration of Electronic Return Originator (ERO) and Paid Preparer.

I declare that I have reviewed the above exempt organization's return and that the entries on form FTB 8453-EO are complete and correct to the best of my knowledge. (If I am only an intermediate service provider, I understand that I am not responsible for reviewing the exempt organization's return. I declare, however, that form FTB 8453-EO accurately reflects the data on the return.) I have obtained the organization officer's signature on form FTB 8453-EO before transmitting this return to the FTB. I have provided the organization officer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2024 Handbook for Authorized e-file Providers. I will keep form FTB 8453-EO on file for **four** years from the due date of the return or **four** years from the date the exempt organization return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above exempt organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

ERO Must Sign

ERO's signature ▶ MEI-LI HUANG | Date | Check if also paid preparer ☒ X | Check if self-employed ☐ | ERO's PTIN P02383735

Firm's name (or yours if self-employed) and address ▶ CLIFTONLARSONALLEN LLP
901 VIA PIEMONTE, SUITE 300
ONTARIO, CA

Firm's FEIN 41-0746749

ZIP code 91764

Under penalties of perjury, I declare that I have examined the above organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

Paid Preparer Must Sign

Paid preparer's signature ▶ | Date | Check if self-employed ☐ | Paid preparer's PTIN

Firm's name (or yours if self-employed) and address ▶ | Firm's FEIN | ZIP code

FTB 8453-EO 2024

429021 01-02-25

Coversheet

Approval of Keyn Solutions 2026-2027 Service Agreement

Section: XIV. Education/Student Services
Item: A. Approval of Keyn Solutions 2026-2027 Service Agreement
Purpose: Vote
Submitted by: Gigi Lenz
Related Material: Keyn Solutions IT Support Contract 2026-27.pdf

BACKGROUND:

The proposed 2026–2027 IT Support Contract with Keyn Solutions provides comprehensive managed IT services to support the school's operational and instructional technology needs. The agreement includes core services such as helpdesk support, device management, cybersecurity monitoring, staff onboarding/offboarding, and administration of key platforms (e.g., Google Workspace, Zoom), as well as VoIP and cloud application support. The contract establishes a scalable pricing model based on staff, students, and devices, with a base monthly cost of approximately $6,260, subject to monthly adjustments ("true-up") as usage changes. Additional services are available as needed, and the agreement includes a one-year term beginning July 1, 2026, with standard termination provisions. This contract ensures consistent, responsive IT support and is presented for Board approval as part of the organization's ongoing technology infrastructure.

RECOMMENDATION:

It is recommended the Board approve the service agreement with Keyn Solutions for Motivated Youth Academy (#1628).

Fiscal Impact: Estimated annual cost of $75,120.00

KEYNSOLUTIONS

IT SUPPORT CONTRACT

Renewal for 2026/2027

Prepared for:

William Dobson
Motivated Youth Academy

Created by:

John Algallar
Keyn Group, LLC dba Keyn Solutions

Introduction

Small to mid-sized schools and nonprofit organizations face a complex technology landscape—balancing compliance requirements, cybersecurity risks, user support demands, and limited budgets. While hiring in-house IT staff may appear to offer control and familiarity, it often introduces skill gaps, limited coverage, and high fixed labor costs. Partnering with the right Managed Service Provider (MSP) offers a more strategic alternative—but only if that partner delivers measurable value, responsive service, and comprehensive expertise.

KEYN Solutions provides a cost-effective, scalable remote IT services model designed specifically for educational organizations. Our service contracts deliver enterprise-level support, proactive management, strategic guidance—without the overhead of building an internal IT department. The result is predictable pricing, faster issue resolution, reduced risk, and technology that supports your mission rather than distracts from it.

Service to be Performed by Keyn Solutions

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 maintenance and/or services:

Core IT Support

- IT reviews and consultations
- IT helpdesk
- Remote monitoring and management
- Mobile device management
- Email management and web filtering
- IT procurement and asset management
- Administration of Google Admin Console
- Configuration and provision IT devices for staff and students
- Staff onboarding and offboarding
- Baseline security controls and compliance
- 2 hours of on-site support upon request*

VoIP Support

- User account management
- Configurations of phone # and extensions
- T1 & T2 support

Cloud Application Support

- User account management
- Configuration adjustments
- T1 & T2 support
- The following cloud applications are included:
  - Google Workplace Suite
  - Kintone
  - Microsoft 365
  - Adobe (Admin Console & Acrobat Pro)
  - Zoom Video Conferencing
  - PandaDoc
  - PirateShip
  - Clever
  - GoGuardian (Admin & Fleet)

Add-on Services Available Upon Request

- Additional on-site support: $125/hour + Travel & Lodging
- Weekend support: $500/day
- Additional cloud application support: Dependent on application complexity and level of support required.
- Computer repairs: $75/hour + parts
- Strategic projects: $125/hour

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.

*Customer is to reimburse Keyn Solutions 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	Unit Price per Month	Base Qty	Monthly Subtotal
Core IT Support – Staff Active staff – Teachers & Administrators	$26.00	35	$910.00
Core IT Support – Students Enrolled students	$16.00	300	$4,800.00
Core IT Support – Additional Devices	$10.00	10	$100.00
VoIP Support	$75.00	1	$75.00
Cloud Application Support	$375.00	1	$375.00

Monthly Total	**$6,260.00**

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. Standard billing cycle will be monthly. Payment can be provided by check, ACH, or credit card (additional fees may apply for ACH or credit card payments).

Terms of Termination

The terms for this contract shall be in effect for one (1) year commencing on **July 1, 2026**. Either party will have the right to terminate the contract by giving written notice to the other party at least sixty (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 with 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
dba Keyn Solutions

John Mark Algallar Date

Motivated Youth Academy

William Dobson Date

Coversheet

Approval of GHA Technologies Inc Chromebook Purchase

Section: XIV. Education/Student Services
Item: B. Approval of GHA Technologies Inc Chromebook Purchase
Purpose: Vote
Submitted by:
Related Material: GHA Technologies Inc Chromebook Purchase Quote.pdf

BACKGROUND:

The Board is being asked to approve the purchase of fifty (50) HP Fortis Flip G1m Chromebooks and fifty (50) Google Chrome OS Management Console academic licenses from GHA Technologies, Inc. for student learning. These devices will support student access to curriculum, assessments, and other educational technology platforms utilized by Motivated Youth Academy. The purchase aligns with the school's ongoing commitment to maintaining reliable technology resources that support its primarily virtual and community-based learning model.

RECOMMENDATION:

It is recommended the Board approve the GHA Technologies Inc Chromebook Purchase for Motivated Youth Academy (#1628).

Fiscal Impact: $18,862.83

GHA Technologies, Inc.
NEW REMITTANCE ADDRESS
Dept #880831
PO Box 29650
Phoenix, Arizona 85038-9650
United States
http://www.gha-associates.com
(P) 480-951-6865
(F) 480-951-6956

Quotation (Open)

Date
May 05, 2026 01:12 PM CDT

Modified Date
May 05, 2026 01:54 PM CDT

Quote #
3103068 - rev 1 of 1

Description
HP Chromebook [50]

SalesRep
Synwolt, Dan
(P) 224-733-0041
(F) 480-951-6956

Customer Contact

Customer
Motivated Youth Academy (MY Academy) (MY142470)
500 LaTerraza Blvd.
Ste. 150
Escondido, CA 92025
United States
(P) 619-535-2222 ext.111

Bill To
Motivated Youth Academy (MY Academy)
Lenz, Gigi
500 LaTerraza Blvd.
Ste. 150
Escondido, CA 92025
United States
(P) 619-535-2222 ext.111
vendorservices@myacademy.org

Ship To
Keyn Solutions
Algallar, John
5032 Glenwood Ave.
Fontana, CA 92236
United States
(P) 909-347-0345 ext. CA
jalgallar@keynsolutions.com

Customer PO:	**Terms:** Undefined	**Ship Via:** FedEx Ground
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1	chromeOS	Google Chrome OS Management Console License - academic	CROS-SW-DIS-EDU-NEW	No	50	$31.91	$1,595.50
2		HP Fortis Flip G1m Chromebook Flip design - Kompanio 520 - Chrome OS - Mali-G52 MP2 - 4 GB RAM - 32 GB SSD eMMC - 11.6" touchscreen 1366 x 768 (HD) - Wi-Fi 6, Bluetooth - jet black - kbd: US	B61BHUT#ABA	Yes	50	$317.56	$15,878.00

Subtotal:	**$17,473.50**
Tax (8.7500%):	$1,389.33
Shipping:	$0.00
Misc:	$0.00
Total:	**$18,862.83**

DLL Leasing Option	$1,654.84 / mo. for 12 months. $866.94 / mo. for 24 months. $605.12 / mo. for 36 months. $474.78 / mo. for 48 months. $397.06 / mo. for 60 months.

Sales tax calculation is estimated and subject to change. Terms Definition: Unless agreed upon otherwise; Net 30 terms, cash in the GHA bank 30 days from the date of shipment. Lease payment calculations are estimated and may include sales tax in the payment amount. You can obtain an accurate lease quote from our leasing company. Rates are subject to change without notice.

GHA is an authorized and leading supplier for Microsoft, HP, Apple, Dell, Lenovo, VMWare, IBM and Cisco. GHA does not source any of these products from the gray market. If you have a pending quotation from a competitor that is significantly less in price, that may be a strong indication of gray market involvement. Please immediately bring this to the attention of your sales professional who can verify with the manufacturer for your benefit and protection. Your sales representative can also talk to you about the risks associated with doing business with a gray market supplier.

-The prices quoted may change due to market conditions beyond our control.

-GHA cannot be responsible for manufacturer availability or delays.

-No verbal quotations or promises can be honored unless set forth herein.

-Due to many people working from home, GHA will not be responsible for the boxes if lost or stolen after the delivery has been made, and if they are lost or stolen, you still agree to pay your GHA invoice. Signature will be required on all shipments.

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-Supplier represents and warrants that it is an equal-opportunity employer and does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, gender identity, national origin, disability, marital or veteran status, or any other basis that is prohibited by law.

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Coversheet

Approval of 2026-2027 Learning Staff Professional Development Proposal by Dr. Jamila Dugan

Section: XIV. Education/Student Services
Item: C. Approval of 2026-2027 Learning Staff Professional Development Proposal by Dr. Jamila Dugan
Purpose: Vote
Submitted by: Bill Dobson
Related Material: JDLP Proposal 2026-27.pdf

BACKGROUND:

Motivated Youth Academy previously partnered with Dr. Dugan to support learning staff through a three-year professional learning series grounded in *Street Data* and the practice of radical dreaming. This proposal brings Dr. Dugan back to MY Academy for a fourth year to intentionally connect competency-based instruction, radical dreaming, Project Based Learning, and the end-of-year Capstone experience. The focus this year is on strengthening Project Based Learning practices while supporting staff in reflecting on impact, vision, and equity-centered instructional practices.

Dr. Jamila Dugan is an author, leadership coach, and researcher whose work centers on advancing equity in education through leadership development, instructional improvement, and culturally responsive practices. She has led initiatives in Washington D.C. and Oakland, California, including the development of a Mandarin immersion middle school. Dr. Dugan holds degrees from Fresno State University, George Mason University, and UC Berkeley, and is the co-author of *Street Data: A Next-Generation Model for Equity, Pedagogy, and School Transformation*. She is also the founder of JD Learning Partners. With over a decade of experience in the education sector, including recent work with the San Diego County Office of Education and San Diego Unified School District, Dr. Dugan brings a strong focus on disrupting systems that limit student potential and centering student voice as a driver of transformation.

RECOMMENDATION:

It is recommended the Board approve the learning staff professional development proposal by Dr. Jamila Dugan for Motivated Youth Academy (#1628).

Fiscal Impact: $70,000.00 (+ travel expenses outlined in the proposal)



Proposal for Services to Motivated Youth Academy

Overview

We are honored to continue our partnership with Motivated Youth Academy (MYA) in strengthening instructional practice through a coherent, student-centered learning model. Over the past three years, staff have built a strong foundation in student-driven instruction and developed tools to support meaningful learning experiences.

This year's work focuses on deepening and connecting that foundation through a structured adult learning journey that moves from ways of being to instructional practice. Educators will strengthen their role as learning facilitators by building trust-based routines, developing independent learners, and aligning daily instruction, My Plan, competencies, and capstone experiences to the MYA graduate profile. Alongside this, cluster leaders will build the capacity to facilitate professional learning, using data, reflection, and coaching to support ongoing instructional improvement.

Through a combination of in-person sessions, responsive virtual learning, leadership development, and coaching, this project is designed to build both individual practice and internal systems for sustainability. By the end of the engagement, MYA will see greater coherence across the student learning experience, stronger internal leadership, and measurable gains in student progress, completion, and ability to demonstrate the graduate profile and move toward their radical dreams.

Project Outcomes + Measures of Success

Outcome 1: Instructional Coherence Across the Student Learning Experience

What this means:
Teachers consistently design and facilitate learning experiences aligned to Radical Dreaming, MY Plan, competencies, and the graduate profile.
How we will measure success:

- Pre/Post teacher surveys on clarity and confidence in aligning instruction to competencies and graduate profile
- Artifact analysis (lesson plans, capstone plans, student work) using a coherence rubric

Outcome 2: Increased Student Ownership, Progress, and Completion

What this means:
Students demonstrate greater agency, persistence, and completion of coursework, credits, and capstone projects.

How we will measure success:

- Evidence of student-led progress conversations (observations or artifacts)
- % of students able to clearly articulate the connection between their work, competencies, and goals (capstone and credit completion)
- Capstone completion rates and quality (using aligned rubric)

Outcome 3: Internal Leadership Capacity to Sustain Instructional Improvement

What this means:
Cluster leaders and instructional leaders effectively facilitate adult learning, coach peers, and drive continuous improvement.

How we will measure success:

- Pre/Post self-assessment of cluster leader facilitation and leadership capacity
- Frequency and quality of data-informed adjustments made by cluster teams
- Staff feedback on the effectiveness of internal professional learning structures

Proposed Scope of Work

Large Group Development Design		
Series	**Explanation**	
Pre-Engagement	*Send all new staff to the open registration virtual radical dreaming workshop $350 per person*	
In Person	**Potential Essential Questions**	**Focus**
Cluster Leaders Launch Retreat Date: TBD	• What does it mean to be a cluster leader this year? What is our shared vision for our role in supporting continued instructional transformation? • What will it take to align our daily instructional practices (1:1 meetings, MY Plan, Capstone) with the MYA graduate profile and competencies? • What skills, mindsets, and structures are needed to effectively facilitate learning and capacity building for ourselves and our colleagues?	In this retreat, we will set the stage for our collective work this year. Grounded in the new MYA graduate profile and competencies, we will begin developing a shared vision for professional learning and growth. Through interactive activities, the team will define the role of a cluster leader in supporting instructional transformation, focusing on aligning teacher practice to the graduate profile and strengthening the use of newly created tools to inform daily instruction. By the end of the retreat, we will have clear expectations and direction on the skills, mindsets, and structures needed to build leadership and facilitation capacity—both within the cluster team and across all instructional staff professional learning efforts.
Session 1 - All Instructional Staff In Person Kick off Date: TBD	• Radical Dreaming refresh • How do we lean into our roles as Learning Facilitators? • What ways of being/lenses do we use (equity, inclusion, high expectations for all) to get to know and meet the needs of ALL students?	In this session, we re-engage Radical Dreaming as a foundation for leading as learning facilitators, grounding our work in personal identity, ways of being, and a commitment to equity, inclusion, and high expectations for all students. Participants will examine what it means to lean into the role of a learning facilitator, using key lenses to better understand and respond to the full humanity and needs of every student. Together, we will begin to design the routines, mindsets, and relational conditions

	• How do we build routines that establish trust, connection, and belonging?	that build trust, connection, and belonging, ensuring students are ready to learn and thrive.
VIRTUAL BEGINS	**Potential Essential Questions**	**Focus**
Session 2 **Date:** TBD **Session 3** **Date:** TBD	Potential focus based on adult learning journey: • (2) What does it mean to develop independent vs. dependent learners? • (2) How do we use our ways of being to nurture independent learning? • (2) How does the radical dream fit in? • (3) What does it mean to hold high expectations for students when it is hard? • (3) How do I differentiate support especially when working with students different from me?	Virtual Sessions 2-3 will be co-designed based on measurable progress, reflections of the instructional staff and observations from the cluster leaders team. The potential essential questions are derived from the draft adult learning journey.
In Person	**Potential Essential Questions**	**Focus**
Session 4 **Date:** TBD	Workshop Focus • The in person session will be co-designed and co-led by the consultant and cluster team. Based on reflections from quarterly stepback, we will develop a learning experience aligned to teams emergent needs. • Dream Lab will will be featured as one part of the session	
Cluster Leaders Half Day Midyear Retreat	• This retreat will serve as an opportunity to debrief workshop learning and make planning/cluster lead support adjustments.	
VIRTUAL CONT.	**Potential Essential Questions**	**Focus**
Session 5 **Date:** TBD **Session 6**	• Virtual Sessions 5-6 will be co-designed based on measurable progress, reflections of the instructional staff and	TBD

Date: TBD	observations from the cluster leaders team	

Small Group Development Design	
Series	**Potential Essential Questions**
Virtual Cluster Lead Learning Community **+ In person retreats noted above**	Cluster leads will meet with consultant for up to 8 60-90min meetings aimed at the following questions: ● Cluster Level: How are we progressing toward aligning instructional practices with the MYA graduate profile and competencies? ● Cluster Level: What challenges are emerging in our efforts to support teachers, and what strategies can we use to navigate them? ● As Leaders: How are we building the leadership and facilitation capacity needed to sustain instructional transformation? ● As Leaders: What structures, mindsets, and tools do we need to develop or refine to deepen and sustain this work?
Director Meetings	Assistant Director will meet with consultant for up to 8 30-60min meetings aimed at the following questions: ● All Instructional Staff Level: How are we progressing toward aligning instructional practices with the MYA graduate profile and competencies? ● All Instructional Staff Level: What impact are we seeing in classrooms, and how can we use data and feedback to refine our approach? ● Leadership Level: What challenges am I experiencing as I support cluster leaders and teachers, and what strategies can we use to navigate them? ● Leadership Level: What expectations and supports are we using to deepen and sustain instructional transformation efforts with the graduate profile, competencies, and radical dreaming in mind?

Sample Scope Timeline										
	Aug	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**March**	**April**	**May**
Instructional Staff	Half Day 4hrs	2 Sessions				Half Day Pt.1 4hrs	2 Sessions			
Cluster Leads	Half Day Retreat 4hrs	Collective Debrief + Targeted Coaching	Session Co-Design Targeted Coaching	Collective Debrief + Targeted Coaching	Session Co-Design Targeted Coaching	Half Day Retreat Pt.2 4hrs	Collective Debrief + Targeted Coaching	Session Co-Design Targeted Coaching	Collective Debrief + Targeted Coaching	Final Debrief
A. Director Planning	Pre-Project Planning	Strategy	Strategy	Strategy	Strategy		Strategy	Strategy	Strategy	Strategy

Note: The focus for each proposed session is subject to change based on the context of school and participants' needs. The facilitator and professional development lead should be prepared to adjust or propose alternative outcomes throughout the process if needed.

	Adult Learning Journey (Professional Learning)									
	Aug	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**March**	**April**	**May/June**
LP Themes	Kick off/Orientation/ MY PLAN	Orientation/ MY PLAN	Fall Meet Up	College/Career Visit	Community service	Finish the semester	MY PLAN/Begin Capstone	Spring Meet Up	College/Career Visit Community Service	Capstone
Other considerations	Kick Off		FAFSA	Fall break	Winter Break		Re-enrollment	Re-enrollment Testing	Re-enrollment Spring Break Testing	

Ways of Being: Unlearning, Learning, and Meeting the Needs of ALL Kids (Equity and Inclusion)	Active Listening What does it mean to be a learning facilitator? What ways of being/lenses do we use (equity, inclusion, high expectations for all)? If the future/graduate profile requires x, what must we learn and unlearn to move us toward our radical dreams?.	Active Listening What does it mean to develop independent vs. dependent learners? How do we use our ways of being to nurture independent learning? How does the radical dream fit in?	Active Listening How do I honor the culture and identity of our students? How do I build a bridge between my own ways of knowing and being with my students? What must I learn and unlearn?	Active Listening What does it mean to hold high expectations for students when it is hard? How do I differentiate support especially when working with students different from me?	Active Listening What am I learning about what it means to be a learning facilitator? How do I use my learning to prepare for partnership and co-designed learning with students after break? What must I learn and unlearn?	Teaching with equity Check in on progress towards goals, check competencies and progress toward completion	Building relationships/trust with students AND educational partners I think the above bullet should be something we start doing at the very beginning of the year	Warm demanders	Reflection on your teaching growth/journey	Reflection on your teaching growth/journey
Developing as Learning Facilitators: Calibration, Coherence, and Capactity Building (Systems, tools, consistent MYA best practice)	What is the student learning journey/why/what do we use to get us there (coherence - RD, graduate skills, comp, etc) Learning essential learning facilitator tools	My PLAN as a driver for learning Connecting Graduate skills, competencies and Radical Dreaming in the capstone How do we prepare for progress check/capstone touch point 1?	What does it look like to ensure modules students can show competency? Grading policy calibration How can a student show competency beyond Headrush modules?	What MYA tools should I be using effectively at this point in the year? Touch up training (ex. Competency based learning and graduate skills, capstone rubric, etc)	What tools do we use to support student directed progress monitoring? How do both students and myself clean up our tracking before break?	How do we assess competency? - calibrating our grading How do we do this if every teacher and student grades differently?	How to create real-world projects based learning opportunities Creating learning opportunities for students based on community partnerships	Helping students see how their "Radical Dream" meets Competencies naturally	Capstones	Preparing students to present to an audience with confidence and "Radical Agency."

Instructional Excellence - Self Actualizing as Learning Facilitators and Students (Instructional pedagogy and practice)	Building trust based routines Identifying student learning goals Establishing strong one on one meetings	Best practices for building independent learners How to create/use self assessment, and reflection (Ex. journals, check-ins, MY PLAN connections) - begin to move from 80% teacher led to 20%	Using goals to drive progress toward Dreams Dream Lab Units Projects Lesson study and design	Strategies for helping students overcome challenge and academic lifts (persistence, perseverance, etc). Best practices for checking for understanding Dream Lab	Best practices for learning co-design Units Projects Lesson study and design	Socratic method / inquiry-based learning Asking better questions Teachers shift from "answer-givers" to coaches	Coaching students to lead their own progress meetings Students articulating goals, progress, and needs Feedback conversations led by students	Finding external mentors and resources Navigating project challenges independently How to ask for help effectively (self-advocacy in action)	Warm hand off to post-secondary institutions, mentors, etc Possibility Project Seal of Civic Engagement YEOP Connecting work to community impact	Final reflection: Who have I become as a learner?

Additional Information:

- Dr. Jamila Dugan provides all training materials, and client is responsible for managing copies/material production, technology during session and organization of the day.
- All onsite visits will require travel to be reimbursed by the client including airfare and lodging. In collaboration with MY Academy front office staff prior to booking, MY Academy will reimburse airfare and lodging for in-person expenses.
- To ensure all new staff have foundational knowledge of the foundational concepts, the radical dreaming workshop attendance will require a separate online registration. Fees are not included in this proposal.
- Per MYA guidelines, meals for travel over 90 miles are reimbursed as follows:
    - Per diem rates (Breakfast- $15, Lunch- $20, Dinner- $30); gratuity to be included. Limit of 3 receipts within a 24-hour period.
    - Alcohol is not reimbursable. Please get a separate check for alcohol purchases.
    - Credit card and itemized receipts are a requirement for meal reimbursement. Credit card receipts itemized will suffice. Handwritten itemized receipts from the vendor are acceptable, if it is the only means of a receipt the vendor can provide.
    - If an employee exceeds the allotment for meal expenses, the balance above and beyond will be deducted from expenses.

Based on these services, we propose: $70,000 + travel expenses outlined above

Project Lead Partner



Dr. Jamila Dugan is a leadership coach, learning facilitator, and researcher. She began her career as a teacher in Washington D.C., successfully supporting her school to implement an International Baccalaureate program. After being nominated for Teacher of the Year, she later served as a coach for new teachers and a director of learning and leadership development for teachers in Oakland, California. As a school administrator, Jamila championed equity-centered student services, parent empowerment, and the development of the first Mandarin immersion middle school in the Oakland, California. She currently serves as a leadership development coach in schools across the country. She holds a Bachelor's Degree in Psychology from Fresno State University, a Master's Degree in Early Childhood Education from George Mason University, and a doctorate in Education Leadership for Equity from University of California, Berkeley. She is the co-author with Shane Safir of the new book *Street Data: A Next-Generation Model for Equity, Pedagogy, and School Transformation* (Corwin: 2021) which was the #1 book on Amazon's educational leadership list for weeks. She is the founder and lead coach of JD Learning Partners. To learn more, visit jamiladugan.com

Note: other team members may play a role in co-facilitation.

Coversheet

Adoption of New Policy

Section: XV. Policy Development
Item: A. Adoption of New Policy
Purpose: Vote
Submitted by: Bill Dobson
Related Material:
MYA 3030 - Fiscal Policy Credit Card Use - For Board Adoption - 2026.05.04.pdf

BACKGROUND:

It is recommended the Board approve the adoption of the new proposed Board Policy 3030 - MYA Purchase Card Policy. This policy will allow the school greater operational flexibility to address immediate needs and ensure timely responsiveness to fiscal requests, while maintaining prudent fiscal accountability in alignment with Board Policy 3005.

RECOMMENDATION:

Fiscal Impact: None.

PURCHASE CARD POLICY

OVERVIEW:

Motivated Youth Academy (MYA/School) may issue School credit cards under the supervision of the Business Services Department. Credit cards can be assigned to employees based on job-related responsibilities and business needs, with approval from the Executive Director/CEO or their designee. Each School credit card will have a pre-assigned credit limit based on the employee's job responsibilities and budgetary authority.

Cardholders are authorized to use School credit cards for books, supplies, services, conferences, or emergency purchases of equipment when a vendor does not accept a School Purchase Order. School credit cards shall not be used to circumvent the prior approval process for purchases. Unauthorized or personal use of the card is strictly prohibited and may result in disciplinary action, including financial liability and the revocation of card privileges. Cash advances, ATM withdrawals, or any equivalent transactions are strictly prohibited.

Employees must immediately return School-issued credit cards upon termination of employment, regardless of the reason.

PROCEDURES:

MYA will obtain School Business Credit Cards given to individual(s) or kept in the School safe.

All authorized cardholders must complete the Use of School Credit Cards Acknowledgment Form. Failure to have a signed form on file will result in the inability to utilize the School credit cards.

Authorized cardholders shall provide prior approval when their school credit card is used for making travel arrangements, attending conferences, or making emergency purchases of books, supplies, services, or equipment. If the credit card transaction is for travel purposes, the employee who will be traveling should have an approved expense request on file with the Business Services Department before the travel date.

Immediately upon return from any travel paid for on a School credit card, all receipts must be submitted to the Business Services Department with the appropriate account line(s) for the expense. All receipts must also be uploaded to the School’s designated expense management system (e.g., Kintone) in addition to submission to the Business Services Department, as applicable.

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Legitimate Uses of the Purchase Card include:

1. Conference reservations
2. Group meals for meetings with an agenda
3. Hotel reservations
4. Flights, and/or
5. Routine or planned purchases for business purposes

Prohibited Uses of the Purchase Card include:

1. Alcohol
2. Entertainment
3. Other personal expenses

Generally, the purchase card should not be used for purchases requiring contracts. Strict enforcement of these procedures must be adhered to in order to operate in compliance with audit requirements in regard to purchase card usage and receipt documentation, and to prevent misuse, fraud, or potential embezzlement of funds.

All purchases made using the School's Purchase Card must be for official school business and in accordance with the School's fiscal purchasing policy. The card must not be used for personal expenditures regardless of the reason. Unauthorized purchases or misuse of the card may render the individual purchaser liable for the goods or services and corrective action up to and including termination and/or possible criminal charges. The School does not possess or utilize debit cards and the issuing and use of any debit cards is strictly prohibited.

Failure to provide adequate documentation for a purchase will constitute misuse of the card. Adequate documentation consists of at least one of the following documents (referred to hereafter in this policy as the receipt) signed by the cardholder:

1. Original itemized invoice on company letterhead
2. Itemized cash register receipt
3. Itemized printed on-line order form
4. Facsimiles of itemized order form (faxed from company)
5. Handwritten itemized voucher from vendor describing items purchased and including original signature, phone number, address and tax identification number
6. Signed affidavit from purchaser itemizing purchase. This option is reserved as a last resort in the case of a lost or stolen original itemized receipt. Abuse of this option will result in reprimand and corrective action.

Note: The customer copy of the charge slip showing only the total charge is not sufficient documentation. The receipt **must** list specific items purchased.

If an original sales slip/invoice is not available at the time of statement reconciliation, the School is not liable for the purchase and will invoice the cardholder for reimbursement of the charge.

When the purchasing card is issued, the cardholder must sign the Purchase Card Receipt Acknowledgement Form. This form states that the cardholder accepts the responsibility for the protection and proper use of the card. If the procedures are not followed leading to unauthorized use of the card, the cardholder will be held responsible for any cost to the School.

Strict enforcement of these procedures must be adhered to in order to operate in compliance with audit requirements in regard to purchase card usage and receipt documentation, and to prevent misuse, fraud, or potential embezzlement of funds.

Meals and parking expenses related to official travel must comply with the School's travel reimbursement policy and require prior approval.

Review and Approval of Purchases

1. Cardholders must review the card statement to ensure it includes only their own approved charges.
2. The accounting department will review all charges on the card statement against all purchase documents the cardholder submits.
3. Any charges not made by the cardholder will be identified and discussed with the accounting department staff and forwarded to the Business Services Director or their designee.
4. The Business Services Director or their designee will review and approve or disapprove all Card use; and the Board of Directors will review and approve or disapprove Card activity through review of the monthly Card statement.
5. The Business Services Director or their designee will review charges and supporting documentation for the monthly statement before approving any payment.
6. Each Card will have a credit limit of ten-thousand dollars ($10,000). A temporary increase up to the School's combined total credit limit may be coordinated and approved in advance by the Director or their designee.
7. The Card will have a single transaction limit of one thousand dollars ($1,000); charges above this amount require pre-approval from the Director or their designee.
8. All cardholders should report the loss or theft of their Card immediately to Chase Bank and the Business Services Director or their designee, even if the loss or theft occurs on a weekend or holiday. If a Card is stolen, the cardholder should file a police report, and a copy of the report should be maintained for insurance purposes. When not in use (for example, traveling for School business), the Card should remain locked in the office.

Opening a New Credit Card Account

1. Under the authority delegated by the Board, the Director or their designee is authorized to initiate the process for opening a new School credit card account when warranted by fiscal requirements or strategic purchasing decisions.
2. The Director or their designee must assess the need for a new credit card account based on current financial practices, anticipated purchase volume, and/or changes in vendor relationships.
3. The request shall be presented to the Board of Directors for approval. No credit card account shall be opened without prior Board authorization.
4. Upon approval, the Director, or an assigned designee, will liaise with the credit card representative to open the new credit card account, ensuring that appropriate spending limits and internal controls are set in accordance with this policy and the School's fiscal procedures.
5. Newly issued Cards will be distributed to designated cardholders. Each cardholder must sign the Card Receipt Acknowledgement Form upon receipt, acknowledging their understanding of the School's credit card policies and their responsibilities.
6. All documentation related to the opening of a new credit card account, including the formal request, Board approval, and signed agreements, shall be maintained in the School's financial records for audit and compliance purposes.

Closing an Existing Credit Card Account

1. In the event that a credit card account is no longer required or deemed necessary, the Director is similarly empowered to close an existing School credit card account.
2. Closure of an existing credit card account must be presented to the Board of Directors for approval.
3. Once the decision to close is confirmed, the Director, or an assigned designee, must notify the credit institution in writing, specifying the effective date of closure.
4. The Business Services Director or their designee shall ensure that:
    a. All outstanding transactions are reconciled.
    b. A final statement is obtained and reviewed.
    c. Any remaining balances are settled.
    d. A final reconciliation report is prepared.
5. All responsibilities and funds associated with the closed account must be transitioned appropriately to an alternative approved purchasing method.
6. All documentation related to the account closure, including Board approval, correspondence with the financial institution, and the final reconciliation report, shall be maintained in accordance with the school's record retention policy and made available for audit purposes.

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Coversheet

Approval of Resolution Regarding Compliance with Court Orders in Mirabelli v. Olson

Section: XV. Policy Development
Item: B. Approval of Resolution Regarding Compliance with Court Orders in Mirabelli v. Olson
Purpose: Vote
Submitted by: Bill Dobson
Related Material:
MYA Resolution Regarding Compliance with Court Orders in Mirabelli v. Olson - For Board Adoption - 2026.05.07.pdf

BACKGROUND:

The Board previously adopted Policy 5070-MYA in alignment with California laws regarding nondiscrimination for transgender and gender nonconforming students. Recent federal court rulings in Mirabelli v. Olson, along with related guidance issued by the California Department of Education, have affected the implementation of certain portions of the policy. This resolution acknowledges the current legal status of the injunction and affirms MY Academy's continued implementation of Policy 5070-MYA in accordance with applicable law.

RECOMMENDATION:

It is recommended the Board approve the Resolution regarding compliance with court orders in *Mirabelli v. Olson* and continued implementation of Board Policy 5070 Transgender and Gender Nonconforming Student Nondiscrimination Policy as presented for Motivated Youth Academy (#1628).

Fiscal Impact: None.

MOTIVATED YOUTH ACADEMY
A California Charter School and Nonprofit Public Benefit Corporation

BOARD RESOLUTION

RESOLUTION OF THE BOARD OF DIRECTORS
Regarding Compliance with Court Orders in Mirabelli v. Olson
and Continued Implementation of Board Policy Student Services 5070-MYA

Adopted: _____, 2026

RECITALS

WHEREAS, Motivated Youth Academy (the "School") is a California charter school and nonprofit public benefit corporation committed to providing a safe, inclusive, and nondiscriminatory educational environment for all students; and

WHEREAS, the School's Board of Directors (the "Board") has adopted Board Policy Student Services 5070-MYA, "Transgender and Gender Nonconforming Student Nondiscrimination Policy" ("Policy 5070"); and

WHEREAS, on December 22, 2025, the United States District Court for the Southern District of California ("District Court") entered an Order Granting Plaintiffs' Motion for a Class-Wide Permanent Injunction in Mirabelli v. Olson, Case No. 3:23-cv-0768-BEN VET (the "Permanent Injunction"); and

WHEREAS, on January 5, 2026, the United States Court of Appeals for the Ninth Circuit granted a stay of the Permanent Injunction pending appeal (the "Ninth Circuit Stay"); and

WHEREAS, on March 2, 2026, the United States Supreme Court issued an opinion in Mirabelli v. Bonta, No. 25A810, vacating the Ninth Circuit Stay with respect to the parent and guardian plaintiffs only, while allowing the Ninth Circuit Stay to remain in effect as to the public school employee plaintiffs; and

WHEREAS, on March 3, 2026, the California Department of Education issued a Notice of Court Order advising that, as a result of the three orders, the Permanent Injunction is

currently in effect as to the class of parents and guardians certified by the District Court; and

WHEREAS, the class of parents and guardians to whom the Permanent Injunction currently applies is specifically defined as parents and guardians who object to the challenged policies or who seek a religious exemption (the “Injunction Class”), and does not apply to all parents and guardians of California public school students; and

WHEREAS, the Permanent Injunction remains stayed as to the public-school employee plaintiffs, meaning that the employee-related provisions of the Permanent Injunction are not currently in effect; and

WHEREAS, the Board is committed to complying fully with all applicable court orders while continuing to uphold the protections of Policy 5070 to the fullest extent permitted by law; and

WHEREAS, the Board wishes to establish clear interim operational guidance for School staff during the pendency of the Permanent Injunction as it currently applies to the Injunction Class.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Motivated Youth Academy as follows:

1. Continued Implementation of Policy 5070
The School shall continue to implement Board Policy Student Services 5070, “Transgender and Gender Nonconforming Student Nondiscrimination Policy,” in its entirety, except as otherwise required by the Permanent Injunction in *Mirabelli v. Olson*, as currently in effect.

2. Status of the Permanent Injunction
The Board acknowledges and directs staff to follow the current status of the court orders as follows:

1. The Permanent Injunction is currently in effect as to the Injunction Class, defined as parents and guardians who object to the challenged policies or who seek a religious exemption.

2. The Permanent Injunction remains stayed as to the public school employee plaintiffs.

3. Interim Operational Exceptions

Effective immediately and continuing until further notice from this Board or a court of competent jurisdiction, the following exceptions to Policy 5070 shall apply solely with respect to students whose parents or guardians are within the Injunction Class:

> **Parental Access to Information Upon Parental Objection.** Where a parent or guardian has informed the School that they object to the School's policy of not revealing to the parent or guardian information that reveals, implies, or refers to their student's gender identity or expression, the School shall not take any action that could be construed as "misleading" the parent or guardian as to their student's gender presentation at school. Without limiting the foregoing, the School shall not: (a) take any action that could be construed as "lying" to the parent or guardian about their student's gender presentation at school; (b) prevent the parent or guardian from accessing educational records of their student; or (c) use a different set of preferred pronouns or names for the student when speaking with the parent or guardian than is being used at school.
>
> **Consistency of Name and Pronoun Use.** Where a student's parent or guardian has informed the School that they object to the School's use of a name and/or pronoun that does not match the student's legal name and/or pronoun corresponding to the student's gender assigned at birth, the School shall consistently use only the student's legal name and natal pronoun in all School communications, records, and interactions with both the student and the parent or guardian, irrespective of any request or specification by the student to the contrary.

4. Process for Parental or Guardian Objection

The Director or designee is directed to establish a simple, confidential process by which parents and guardians may communicate an objection as described in Section 3 above. Documentation of any such objection shall be maintained in the student's confidential file and shall be communicated promptly to relevant staff.

5. Staff Training and Guidance

The Director or designee is directed to provide prompt written guidance to all School staff regarding the requirements of this Resolution and the interim exceptions set forth in Section 3 above.

6. Ongoing Legal Compliance
The Board directs the Director to monitor the status of the litigation in Mirabelli v. Olson and to report to the Board promptly upon any material change in the applicable court orders. The Board reserves the right to rescind or amend this Resolution at any time in response to developments in the litigation or further guidance from the California Department of Education or legal counsel.

7. Effective Date
This Resolution is effective upon adoption by the Board and shall remain in effect until rescinded or amended by the Board to align with applicable law.

THE FOREGOING RESOLUTION was duly adopted by the Board of Directors of Motivated Youth Academy at a duly noticed meeting of the Board held on _____, 2026, by the following vote:

AYES:
_____

NOES:
_____

ABSTENTIONS:
_____

ABSENT:
_____

_____
Board Chair, Motivated Youth Academy

_____
Board Secretary, Motivated Youth Academy

Date: _____