



MY Academy

Regular Meeting of the Board of Directors

Published on July 2, 2026 at 8:57 AM PDT

Date and Time

Thursday July 9, 2026 at 9:00 AM PDT

Location

This meeting will be held virtually.

Join Zoom Meeting

<https://us06web.zoom.us/j/83139492629>

Meeting ID: 831 3949 2629

One tap mobile

+16694449171,,83139492629# US

+12532158782,,83139492629# US (Tacoma)

Find your local number: <https://us06web.zoom.us/j/83139492629>

Join by SIP

• 83139492629@zoomcrc.com

Teleconference Locations:

1185 Calle Dulce
Chula Vista, CA 91910

1545 Apache Drive
Chula Vista, CA 91910

39251 Camino Las Hoyas
Indio, CA 92203

25 Kingston Court East
Coronado, CA 92118

MISSION STATEMENT

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

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

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

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

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

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

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

Agenda

	Purpose	Presenter	Time
I. Opening Items			9:00 AM
A. Call the Meeting to Order		Board President	1 m
B. Record Attendance		Board President	1 m
Roll Call:			
William Hall, President			
Michael Humphrey, Vice President			
Steve Fraire, Clerk			
Peter Matz, Member			

	Purpose	Presenter	Time
Larry Alvarado, Member			
II. Pledge of Allegiance			9:02 AM
A. Led by Board President or designee		Board President	1 m
III. Land Acknowledgement			9:03 AM
A. Land Acknowledgment read by Bill Dobson, Interim Director, on behalf of Motivated Youth Academy	FYI	Bill Dobson	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 July 9, 2026.			
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Peter Matz			
Larry Alvarado			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			
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 June 18, 2026.			
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Peter Matz			
Larry Alvarado			

	Purpose	Presenter	Time
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			
Approve minutes for Regular Meeting of the Board of Directors on June 18, 2026			

VI. Public Comments/Recognition/Reports

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

VII. Correspondence/Proposals/Reports

9:07 AM

A. Financial Update Presented by Jason Sitomer, Head of Client Finance, Charter Impact	FYI	Jason Sitomer	4 m

VIII. Consent

9:11 AM

Approval of 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 2026-2027 Hatch and Cesario Service Agreement			
2. Approval of 2026-2027 Renewal Proposal for the Workers' Compensation			
B. Consent - Education/Student Services	Vote	Board President	1 m
1. Approval of 2026-2027 EL (English Learner) Master Plan (Reviewed)			
2. Approval of 2026-2027 Title I School and Educational Partner Compact (Reviewed)			
3. Approval of Student/Educational Rights Holder Handbook (Revised)			
4. Approval of Pearson eDynamic Learning 2026 - CTE Certification Pathways (Renewal)			

	Purpose	Presenter	Time
C. Consent - Personnel Services	Vote	Board President	1 m
1. Approval of Classified Personnel Report			
2. Approval of Certificated Personnel Report			
3. Approval of Job Descriptions			

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

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

IX. Board Governance

9:14 AM

A. Reappointment of Member to Board of Directors:	Vote	Board President	2 m
Larry Alvarado			

It is recommended the Board approve the reappointment of Larry Alvarado for a three-year term. The Second Amended Bylaws of Motivated Youth Academy state in Article VI Board of Directors:

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.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

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

	Purpose	Presenter	Time
X. Calendar			
The next regularly scheduled meeting of the Board of Directors will be held on August 13, 2026.			
XI. Comments			9:16 AM
A. Board Comments	Discuss	Board President	5 m
B. Interim Director Comments	Discuss	Bill Dobson	1 m
XII. Closing Items			9:22 AM
A. Adjourn Meeting	Vote	Board President	1 m
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Peter Matz			
Larry Alvarado			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

FOR MORE INFORMATION

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

Coversheet

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 Bill Dobson, Interim Director, on behalf of Motivated Youth Academy

Section: III. Land Acknowledgement
Item: A. Land Acknowledgment read by Bill Dobson, Interim Director, 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 June 18, 2026

APPROVED



MY Academy

Minutes

Regular Meeting of the Board of Directors

Date and Time

Thursday June 18, 2026 at 8:00 AM

Location

This meeting will be held virtually.

Join Zoom Meeting

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

Meeting ID: 622 448 4724

One tap mobile

+13462487799,,6224484724# US (Houston)

+16694449171,,6224484724# US

Teleconference Locations:

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Directors Present

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

Directors Absent

None

Directors who arrived after the meeting opened

Michael Humphrey

Guests Present

Bill Dobson (remote), Gigi Lenz (remote), Michelle Jones (remote), Toni De Jesus (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 Jun 18, 2026 at 8:00 AM.

B. Record Attendance

II. Approve/Adopt Agenda

A. Approve Agenda

Larry Alvarado made a motion to Approve Agenda.

Steve Fraire seconded the motion.

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

Roll Call

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

III. Approve Minutes

A. Minutes of the Regular Meeting of the Board of Directors that was held on June 11, 2025

Peter Matz made a motion to approve the minutes from Regular Meeting of the Board of Directors on 06-11-26.

Larry Alvarado seconded the motion.

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

Roll Call

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

IV. Consent

A. A. Consent - Business/Financial Services

Larry Alvarado made a motion to Approve consent items A through B in one motion.

Steve Fraire seconded the motion.

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

Roll Call

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

B. Consent - Personnel Services

V. Education/Student Services

A. Approval of 2026-2027 Local Control & Accountability Plan (LCAP)

Steve Fraire made a motion to Approve of 2026-2027 Local Control & Accountability Plan (LCAP).

Larry Alvarado seconded the motion.

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

Roll Call

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

Michael Humphrey arrived at 8:08 AM.

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

C. Memorandum of Understanding (MOU) with Access Inc.

Steve Fraire made a motion to Approve Memorandum of Understanding (MOU) with Access Inc.

Larry Alvarado seconded the motion.

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

Roll Call

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

VI. Business/Financial Services

A. Budget Adoption 2026-2027

Larry Alvarado made a motion to Approve the Budget Adoption for 2026-2027.

Steve Fraire seconded the motion.

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

Roll Call

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

VII. Policy Development

A. MYA 5120 Safe Learning Environment Policy

Michael Humphrey made a motion to Approve MYA 5120 Safe Learning Environment Policy.

Larry Alvarado seconded the motion.

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

Roll Call

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

B. Approval of MYA 5125 Extreme Weather Policy

Steve Fraire made a motion to Approve of MYA 5125 Extreme Weather Policy.

Larry Alvarado seconded the motion.

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

Roll Call

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

VIII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:21 AM.

Respectfully Submitted,

Gigi Lenz

Larry Alvarado made a motion to Adjourn Meeting.

Michael Humphrey seconded the motion.

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

Roll Call

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

Documents used during the meeting

None

FOR MORE INFORMATION

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

Coversheet

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

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



Motivated Youth Academy

May 2026 Financials

7/9/2026 Board Meeting

Highlights

- No largest variances this month compared to the last presentation
- ADA is unchanged at 316.56 and aligns with the official P-2 Data.
- The Days cash on hand is now projecting at 131 days and includes a June deferral.
- Revenues reduced \$11.7K vs March projections.
- Expenses increased \$1.1K vs March projections.
- The year-end surplus is forecasting at \$941K, a decrease of \$12.8K for March.

Compliance and Reporting

- 16.01 : 1 Pupil to Teacher – compliant
- 40/80 currently supports is now over the 70% threshold, which would result in an 85% FD. FY25-26 is NOT a funding determination year.

Pupil:Teacher Ratio	
16.01 : 1	

Cert.	Instr.
48.2%	70.6%
527,690	(606,035)

Revenue

- Revenues are now forecasting at \$6.46M, a decrease of \$11.7K.
- State Aid Revenue added \$1.5K from prior-year adjustment.
- Federal Revenues remain unchanged this month and at \$588K.
- Other State Revenue decreased by \$15.3K from child nutrition revenue and prior year lottery adjustment.
- Other Local Revenue increased \$2.1K from interest revenue.

Revenue

State Aid-Rev Limit
Federal Revenue
Other State Revenue
Other Local Revenue

Total Revenue

Year-to-Date		
Actual	Budget	Fav/(Unf)
\$ 4,138,690	\$ 3,430,268	\$ 708,422
(13,800)	427,541	(441,341)
453,478	490,489	(37,011)
14,719	6,283	8,435
\$ 4,593,087	\$ 4,354,582	\$ 238,505

Annual/Full Year		
Forecast	Budget	Fav/(Unf)
\$ 5,173,130	\$ 4,377,821	\$ 795,309
588,360	584,581	3,779
683,121	676,944	6,177
14,885	6,450	8,435
\$ 6,459,496	\$ 5,645,796	\$ 813,700

Expenses

- Expenses are forecasting at \$5.52M, an increase of 1.1K vs March projections
- Personnel costs are \$150K lower
- Operational costs increased by \$149K and are mostly from the following line items:
 - Books & Supplies - \$41K higher mainly in equipment
 - Sub-agreement Services – \$98K lower
 - Pro/Consulting Services – \$30k lower in legal fees

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Expenses						
Certificated Salaries	\$ 1,883,521	\$ 2,131,400	\$ 247,879	\$ 2,330,292	\$ 2,334,805	\$ 4,513
Classified Salaries	773,621	716,662	(56,959)	946,907	782,950	(163,957)
Benefits	868,868	1,003,127	134,258	991,958	1,095,942	103,984
Books and Supplies	249,997	251,070	1,073	343,667	276,386	(67,280)
Subagreement Services	57,511	189,271	131,760	116,712	215,274	98,562
Operations	131,934	148,042	16,108	151,492	161,500	10,008
Facilities	31,129	40,150	9,021	37,907	43,800	5,893
Professional Services	485,605	565,691	80,086	599,067	625,363	26,296
Total Expenses	\$ 4,482,187	\$ 5,045,413	\$ 563,226	\$ 5,518,002	\$ 5,536,021	\$ 18,019

Fund Balance

- The year-end surplus is at \$941.5K & is 17.1% of total expenses.
- The fund balance is projecting at 42.8% of annual expenses.
- LEA's financials remain positive & healthy for the May close.

	Year-to-Date		
	Actual	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ 110,900	\$ (690,831)	\$ 801,731
Beginning Fund Balance	<u>1,422,277</u>	<u>1,422,277</u>	
Ending Fund Balance	<u>\$ 1,533,177</u>	<u>\$ 731,446</u>	
<i>As a % of Annual Expenses</i>	27.8%	13.2%	

Annual/Full Year		
Forecast	Budget	Fav/(Unf)
\$ 941,494	\$ 109,775	\$ 831,719
<u>1,422,277</u>	<u>1,422,277</u>	
<u>\$ 2,363,771</u>	<u>\$ 1,532,052</u>	
42.8%	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



	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 - LCF Revenue	\$ 448,009	\$ 406,430	\$ 448,009	\$ 3,783,825	\$ 2,831,590	\$ 952,235	\$ 3,644,449
8012 - Economic Protection Account Funding	0	0	0	45,313	44,500	813	59,334
8019 - State Aid - Prior Year	105	0	105	1,582	0	1,582	0
8096 - In Lieu of Property Taxes	0	59,930	0	307,970	554,178	(246,208)	674,038
Total State Aid - Revenue Limit	448,114	466,360	448,114	4,138,690	3,430,268	708,422	4,377,821
Federal Revenue							
8181 - Federal Special Education - IDEA	0	0	0	0	0	0	36,510
8290 - Title I, Part A - Basic Low Income	0	0	0	15,495	58,401	(42,906)	58,401
8291 - Title II, Part A - Teacher Quality	0	0	0	1,947	7,551	(5,604)	7,551
8296 - Other Federal Revenue	0	0	0	(31,242)	361,589	(392,831)	482,119
Total Federal Revenue	0	0	0	(13,800)	427,541	(441,341)	584,581
Other State Revenue							
8311 - State Special Education - AB602	26,363	29,293	26,363	202,925	204,088	(1,163)	262,674
8520 - State - Child Nutrition	0	1,567	0	0	11,795	(11,795)	16,497
8550 - State - Mandated Cost Reimbursement	0	0	0	14,125	12,388	1,737	12,388
8560 - State - State Lottery	0	0	0	46,875	32,573	14,302	80,991
8598 - Prior Year Revenues	0	0	0	(5,441)	0	(5,441)	0
8599 - State - Other State Revenue	0	1,736	0	194,995	229,645	(34,650)	304,394
Total Other State Revenue	26,363	32,596	26,363	453,479	490,489	(37,010)	676,944
Other Local Revenue							
8660 - Interest Revenue	1,348	166	1,348	14,056	1,833	12,223	1,999
8699 - School Fundraising	74	490	74	662	4,450	(3,789)	4,450
Total Other Local Revenue	1,422	656	1,422	14,718	6,283	8,434	6,449
Total Revenue	475,899	499,612	475,899	4,593,087	4,354,581	238,505	5,645,795
Expenses							
Certificated Salaries							
1100 - Certificated Teachers' Salaries	140,029	152,775	140,029	1,326,852	1,575,689	(248,837)	1,728,464
1175 - Certificated Teachers' Extra Duties/Stipends	2,128	1,394	2,128	21,671	14,106	7,565	15,500
1200 - Certificated Pupil Support Salaries	26,567	26,426	26,567	268,964	290,683	(21,720)	317,109
1300 - Certificated Supervisors' and Administrators' Salaries	25,189	22,810	25,189	266,033	250,921	15,113	273,732
Total Certificated Salaries	193,913	203,405	193,913	1,883,520	2,131,399	(247,879)	2,334,805
Classified Salaries							
2100 - Classified Instructional Salaries	43,344	17,700	43,344	394,106	184,447	209,659	202,146
2200 - Classified Support Salaries	37,036	48,588	37,036	337,027	532,216	(195,188)	580,804
2400 - Clerical, Technical, and Office Staff Salaries	3,557	0	3,557	42,488	0	42,488	0
Total Classified Salaries	83,937	66,288	83,937	773,621	716,663	56,959	782,950
Benefits							
3101 - State Teachers' Retirement System, certificated positions	36,559	38,851	36,559	349,224	407,097	(57,874)	445,948
3301 - OASDI/Medicare/Alternative, certificated positions	4,822	4,110	4,822	52,158	44,433	7,725	48,543
3311 - Medicare certificated positions	3,858	3,910	3,858	39,145	41,297	(2,152)	45,207
3401 - Health and Welfare Benefits, certificated positions	34,372	32,813	34,372	373,897	360,937	12,960	393,750
3501 - State Unemployment Insurance, certificated positions	127	1,265	127	4,623	24,047	(19,424)	25,313
3601 - Workers' Compensation Insurance, certificated positions	0	3,776	0	22,950	39,873	(16,923)	43,648
3901 - Other Benefits, certificated positions	2,788	8,091	2,788	26,873	85,442	(58,569)	93,533
Total Benefits	82,526	92,816	82,526	868,870	1,003,126	(134,257)	1,095,942
Books & Supplies							
4100 - Textbooks and Core Curricula Materials	0	533	0	0	5,867	(5,867)	6,400
4302 - School Supplies	3,393	3,077	3,393	3,408	19,352	(15,944)	22,429
4305 - Software	3,321	12,180	3,321	186,619	133,980	52,639	146,160
4310 - Office Expense	784	4,742	784	15,564	52,158	(36,594)	56,900
4311 - Business Meals	2,289	666	2,289	9,485	7,334	2,152	8,000
4400 - Noncapitalized Equipment	17,467	2,744	17,467	23,892	17,256	6,635	20,000
4700 - Food Services	1,419	1,374	1,419	11,027	15,122	(4,096)	16,497
Total Books & Supplies	28,673	25,316	28,673	249,995	251,069	(1,075)	276,386
Subagreement Services							
5102 - Special Education	9,794	4,550	9,794	56,557	50,050	6,508	54,600
5104 - Transportation	0	500	0	0	5,500	(5,500)	6,000
5106 - Other Educational Consultants	0	20,545	0	954	129,230	(128,276)	149,774
5107 - Instructional Services	0	408	0	0	4,492	(4,492)	4,900
Total Subagreement Services	9,794	26,003	9,794	57,511	189,272	(131,760)	215,274
Professional/Consulting Services							
5801 - IT	7,335	8,600	7,335	83,448	94,600	(11,151)	103,200
5802 - Audit and Tax	0	0	0	27,091	36,500	(9,410)	36,500
5803 - Legal	0	2,392	0	(10,417)	26,308	(36,725)	28,700
5804 - Professional Development	0	1,475	0	26,410	16,225	10,185	17,700
5805 - General Consulting	18,300	16,704	18,300	183,317	183,746	(428)	200,450
5806 - Special Activities	1,723	3,396	1,723	1,993	21,360	(19,368)	24,756
5807 - Bank Charges	26	75	26	285	825	(540)	900
5808 - Printing	693	467	693	3,069	5,133	(2,064)	5,600
5809 - Other Taxes and Fees	(43)	241	(43)	1,565	2,659	(1,093)	2,900
5810 - Payroll Service Fee	0	2,125	0	(1)	23,375	(23,377)	25,500
5811 - Management Fee	16,646	9,016	16,646	139,375	99,169	40,206	108,185
5812 - District Oversight Fee	0	4,197	0	24,582	30,872	(6,290)	39,400
5813 - LACOE Fees	0	0	0	4,632	7,050	(2,418)	9,400
5814 - SELPA Fees	0	1,025	0	0	7,143	(7,143)	10,471
5815 - Public Relations	0	975	0	257	10,725	(10,468)	11,700
Total Professional/Consulting Services	44,680	50,688	44,680	485,606	565,690	(80,084)	625,362
Facilities, Repairs & Other Leases							
5601 - Rent	2,639	3,084	2,639	27,609	33,917	(6,308)	37,000
5602 - Additional Rent	320	175	320	640	1,925	(1,285)	2,100
5604 - Other Leases	0	391	0	2,880	4,308	(1,428)	4,700
Total Facilities, Repairs & Other Leases	2,959	3,650	2,959	31,129	40,150	(9,021)	43,800
Operations & Housekeeping							
5201 - Auto and Travel Expense	2,999	1,667	2,999	26,430	18,333	8,096	20,000
5300 - Dues & Memberships	0	1,267	0	7,540	13,934	(6,393)	15,200
5400 - Insurance	33	3,366	33	22,714	37,033	(14,319)	40,400
5516 - Miscellaneous Expense	0	267	0	0	2,933	(2,933)	3,200
5900 - Communications	14,613	6,367	14,613	69,983	70,033	(50)	76,400
5901 - Postage and Shipping	71	525	71	5,267	5,775	(509)	6,300
Total Operations & Housekeeping	17,716	13,459	17,716	131,934	148,041	(16,108)	161,500
Total Expenses	464,198	481,625	464,198	4,482,186	5,045,410	(563,225)	5,536,019
Change in Net Assets	11,700			110,901			
Net Assets, Beginning of Period	1,521,478			1,422,277			
Net Assets, End of Period	1,533,178			1,533,178			

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

	Current Balance	Beginning Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	\$ 2,539,995	\$ 1,186,219	\$ 1,353,776	114 %
Accounts Receivable	850	40,536	(39,685)	(98) %
Public Funding Receivables	0	1,054,933	(1,054,934)	(100) %
Prepaid Expenses	101,352	120,531	(19,179)	(16) %
Total Current Assets	2,642,197	2,402,219	239,978	10 %
Total Assets	\$ 2,642,197	\$ 2,402,219	\$ 239,978	10 %
Liabilities				
Current Liabilities				
Accounts Payable	\$ 3,985	\$ 62,196	\$ (58,211)	(94) %
Accrued Liabilities	131,843	315,129	(183,285)	(58) %
Deferred Revenue	973,191	602,617	370,573	61 %
Total Current Liabilities	1,109,019	979,942	129,077	13 %
Total Liabilities	1,109,019	979,942	129,077	13 %
Net Asset	1,533,178	1,422,277	110,901	8 %
Liabilities & Net Assets	2,642,197	2,402,219	239,978	10 %

Motivated Youth Academy**Statement of Cash Flows****For the period ended May 31, 2026**

	Month Ending 05/31/2026	Year To Date 05/31/2026
Cash Flows from Operating Activities		
Change in Net Assets	\$ 11,700	\$ 110,901
(Increase) Decrease in Operating Assets		
Public Funding Receivables	0	1,054,933
Grants, Contributions & Pledges Receivable	0	39,686
Prepaid Expenses	23,792	19,179
Increase (Decrease) in Operating Liabilities		
Accounts Payable	(4,275)	(58,211)
Accrued Expenses	(6,477)	(183,285)
Deferred Revenue	257,768	370,573
Total Cash Flows from Operating Activities	291,058	1,353,776
Change in Cash and Cash Equivalents	(291,058)	(1,353,776)
Cash & Cash Equivalents, Beginning of Period	2,248,937	1,186,219
Cash & Cash Equivalents, End of Period	\$ 2,539,995	\$ 2,539,995

Motivated Youth Academy***Accounts Payable Aging*****For the period ended May 31, 2026**

Vendor Name	Invoice/Credit Number	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
NCS Pearson Inc	150099	10/30/2024	\$ -	\$ -	\$ -	\$ -	\$ (290)	\$ (290)
SchoolsFirst Plan Administration LLC	SCHO0526	5/29/2026	3,425	-	-	-	-	3,425
SchoolsFirst Plan Administration LLC	SCHO0526-1	5/29/2026	850	-	-	-	-	850
Total Outstanding Invoices			\$ 4,275	\$ -	\$ -	\$ -	\$ (290)	\$ 3,985

FY25-26 Motivated Youth Academy**Monthly Cash Flow/Forecast FY25-26**

Revised 6/23/2026

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																
State Aid - Revenue Limit															ADA = 296.67	
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	-	1,372	105	-	-	1,582	-	1,582
8096 In Lieu of Property Taxes	-	-	-	-	209,420	-	-	98,550	-	-	-	70,598	352,989	731,557	674,038	57,519
	181,072	181,072	339,256	325,929	535,349	339,255	325,929	546,664	466,669	449,381	448,114	518,607	515,833	5,173,130	4,377,821	795,309
Federal Revenue																
8181 Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	36,510	36,510	36,510	-
8290 Title I, Part A - Basic Low Income	-	-	15,123	-	-	365	-	-	-	7	-	-	46,456	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	-	-	-	-	-	-	-	-	-	(31,242)	-	-	513,361	482,119	482,119	-
	-	-	17,070	-	-	365	-	-	-	(31,235)	-	-	602,160	588,360	584,581	3,779
Other State Revenue																
8311 State Special Education	-	-	-	22,516	20,264	20,264	40,528	20,264	-	52,726	26,363	31,290	46,071	280,285	262,675	17,611
8520 Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16,497	(16,497)
8550 Mandated Cost	-	-	-	-	14,125	-	-	-	-	-	-	-	-	14,125	12,388	1,737
8560 State Lottery	-	-	-	-	-	-	22,968	-	23,907	-	-	-	-	86,421	80,991	5,430
8598 Prior Year Revenue	-	739	3,839	-	770	-	(3,939)	-	-	(6,850)	-	-	-	(5,441)	-	(5,441)
8599 Other State Revenue	-	-	-	-	-	-	100,000	-	60,852	34,141	-	2,036	110,701	307,730	304,394	3,336
	-	739	3,839	22,516	35,159	20,264	159,557	20,264	84,760	80,017	26,363	33,326	196,317	683,121	676,944	6,177
Other Local Revenue																
8660 Interest Revenue	2,795	2,042	1,721	423	-	880	1,475	1,453	-	1,921	1,348	167	-	14,223	2,000	12,223
8698 ASB Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,450	(4,450)
8699 School Fundraising	338	250	-	-	-	-	-	-	-	-	74	-	-	662	-	662
	3,133	2,292	1,721	423	-	880	1,475	1,453	-	1,921	1,422	167	-	14,885	6,450	8,435
Total Revenue	184,205	184,103	361,886	348,868	570,508	360,764	486,961	568,382	551,429	500,084	475,899	552,099	1,314,310	6,459,496	5,645,796	813,700
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	53,648	131,099	134,547	147,838	127,356	120,082	120,070	120,597	135,068	96,517	140,030	155,798	149,092	1,631,742	1,728,464	96,722
1175 Teachers' Extra Duty/Stipends	877	2,136	2,123	2,123	1,755	1,882	1,882	1,882	2,495	2,389	2,127	27,436	5,037	54,144	15,500	(38,644)
1200 Pupil Support Salaries	24,156	26,567	26,567	26,786	26,594	28,491	26,567	26,567	26,567	3,535	26,567	26,426	29,525	324,914	317,109	(7,805)
1300 Administrators' Salaries	23,190	23,291	25,190	25,505	25,190	25,190	25,190	25,223	25,190	17,686	25,190	24,478	28,980	319,492	273,732	(45,760)
	101,872	183,093	188,426	202,253	180,894	175,645	173,708	174,269	189,320	120,127	193,914	234,137	212,634	2,330,292	2,334,805	4,513
Classified Salaries																
2100 Instructional Salaries	25,981	26,824	36,536	33,299	29,819	36,504	44,083	42,239	43,460	32,018	43,343	45,720	44,220	484,046	202,147	(281,899)
2200 Support Salaries	30,790	31,183	31,362	31,529	30,237	31,537	31,323	30,587	31,560	19,882	37,037	31,326	36,264	404,617	580,804	176,186
2400 Clerical and Office Staff Salaries	4,868	5,867	6,169	1,452	3,191	3,490	3,404	3,934	4,474	2,081	3,557	9,886	5,870	58,245	-	(58,245)
	61,639	63,874	74,067	66,280	63,246	71,532	78,810	76,760	79,494	53,981	83,937	86,931	86,355	946,907	782,950	(163,957)
Benefits																
3101 STRS	19,338	34,578	35,712	35,244	33,082	32,302	19,289	32,532	35,858	34,730	36,559	43,969	14,884	408,077	445,948	37,872
3301 OASDI	3,892	4,329	5,047	5,498	4,338	4,928	5,126	4,742	4,946	4,489	4,822	5,450	-	57,608	48,543	(9,065)
3311 Medicare	2,375	3,513	3,760	3,964	3,506	3,558	3,597	3,542	3,833	3,641	3,857	4,615	4,335	48,095	45,207	(2,887)
3401 Health and Welfare	37,963	22,955	27,252	42,581	30,808	50,530	31,232	33,652	32,692	29,859	34,373	33,750	-	407,647	393,750	(13,897)
3501 State Unemployment	123	312	148	166	68	499	3,484	488	328	(1,119)	126	1,871	1,495	7,988	25,313	17,325
3601 Workers' Compensation	8,619	(3,273)	746	13,874	-	-	746	746	746	746	-	6,356	-	29,306	43,649	14,343
3901 Other Benefits	2,582	2,355	(359)	7,347	(4,155)	2,637	2,876	2,656	3,417	4,729	2,788	6,365	-	33,238	93,533	60,294
	74,892	64,769	72,305	108,673	67,646	94,454	66,350	78,358	81,821	77,075	82,525	102,375	20,715	991,958	1,095,942	103,984
Books and Supplies																
4100 Textbooks and Core Curricula	-	-	-	-	-	-	-	-	-	-	-	1,380	-	1,380	6,400	5,020
4302 School Supplies	-	-	-	-	-	15	-	-	-	-	3,393	6,500	15,000	24,908	22,429	(2,479)
4305 Software	113,508	4,905	5,284	14,793	1,668	12,505	10,125	3,263	7,197	10,050	3,322	7,123	-	193,744	146,160	(47,584)
4310 Office Expense	169	4,174	1,294	5,446	1,030	596	194	1,138	412	328	783	7,558	-	23,122	56,900	33,778
4311 Business Meals	100	1,468	815	1,432	475	95	-	50	1,116	1,645	2,289	958	-	10,444	8,000	(2,444)
4400 Noncapitalized Equipment	-	151	2,263	1,652	-	-	-	2,358	-	-	17,468	5,000	50,000	78,892	20,000	(58,892)
4700 Food Services	-	-	-	-	3,547	1,158	1,095	1,284	1,105	1,419	1,419	150	-	11,176	16,497	5,320
	113,777	10,698	9,656	23,323	6,720	14,370	11,414	8,093	9,830	13,442	28,674	28,670	65,000	343,667	276,386	(67,280)
Subagreement Services																
5102 Special Education	-	-	7,501	809	4,039	5,635	6,731	7,346	9,209	5,492	9,794	9,478	-	66,035	54,600	(11,435)
5104 Transportation	-	-	-	-	-	-	-	-	-	-	-	1,067	-	1,067	6,000	4,933
5106 Other Educational Consultants	-	-	-	954	-	-	-	-	-	-	-	47,790	-	48,744	149,774	101,030
5107 Instructional Services	-	-	-	-	-	-	-	-	-	-	-	867	-	867	4,900	4,033
	-	-	7,501	1,763	4,039	5,635	6,731	7,346	9,209	5,492	9,794	59,201	-	116,712	215,274	98,562
Operations and Housekeeping																
5201 Auto and Travel	765	2,155	1,242	8,234	1,887	10	549	1,023	6,860	705	3,000	2,142	-	28,572	20,000	(8,572)
5300 Dues & Memberships	4,652	1,270	-	(636)	1,324	-	835	-	-	95	-	2,329	-	9,869	15,200	5,331
5400 Insurance	6,480	1,786	1,786	1,786	1,786	1,786	1,786	1,816	1,816	1,852	33	4,242	-	26,956	40,400	13,444

FY25-26 Motivated Youth Academy**Monthly Cash Flow/Forecast FY25-26**

Revised 6/23/2026

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.)
5516 Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	850	-	850	3,200	2,350
5900 Communications	5,266	6,455	8,017	8,576	5,412	8,918	4,118	4,849	5,146	(1,387)	14,613	9,392	-	79,375	76,400	(2,975)
5901 Postage and Shipping	532	152	1,000	571	571	571	37	1,121	120	521	71	604	-	5,871	6,300	429
	17,694	11,818	12,045	18,531	10,981	11,285	7,325	8,809	13,941	1,786	17,717	19,558	-	151,492	161,500	10,008
Facilities, Repairs and Other Leases																
5601 Rent	3,170	2,662	3,251	2,435	2,683	2,441	276	2,541	2,702	2,809	2,639	5,792	-	33,401	37,000	3,599
5602 Additional Rent	-	-	-	-	-	-	-	-	-	320	320	633	-	1,273	2,100	827
5604 Other Leases	320	320	320	320	320	320	320	320	320	-	-	353	-	3,233	4,700	1,467
	3,490	2,982	3,571	2,755	3,003	2,761	596	2,861	3,022	3,129	2,959	6,778	-	37,907	43,800	5,893
Professional/Consulting Services																
5801 IT	6,448	6,590	408	16,646	8,187	7,170	7,345	7,330	7,555	8,435	7,335	12,050	-	95,499	103,200	7,702
5802 Audit & Taxes	-	-	2,066	3,255	11,357	-	-	-	-	10,413	-	6,483	-	33,574	36,500	2,926
5803 Legal	-	828	120	-	-	40	478	186	43	(12,110)	-	8,200	-	(2,217)	28,700	30,917
5804 Professional Development	1,650	375	1,399	1,911	7,925	315	575	-	11,410	850	-	2,050	-	28,460	17,700	(10,760)
5805 General Consulting	14,450	17,648	17,873	16,342	16,126	11,525	23,893	14,698	15,350	17,114	18,299	20,746	-	204,063	200,450	(3,613)
5806 Special Activities/Field Trips	-	-	-	-	-	-	-	270	-	-	1,723	7,812	-	9,805	24,756	14,951
5807 Bank Charges	26	25	221	26	26	27	26	25	26	(169)	26	75	-	359	900	541
5808 Printing	-	603	512	-	-	-	683	-	81	499	693	667	-	3,737	5,600	1,863
5809 Other taxes and fees	-	85	149	1,161	-	-	92	30	100	(9)	(43)	258	-	1,823	2,900	1,077
5810 Payroll Service Fee	(1)	-	-	-	-	-	-	-	-	-	-	604	-	603	25,500	24,897
5811 Management Fee	11,762	11,837	11,837	11,762	11,762	11,762	11,762	11,837	11,762	16,646	16,646	14,297	-	153,672	108,185	(45,487)
5812 District Oversight Fee	-	-	-	-	13,083	-	-	8,722	-	2,777	-	4,667	17,309	46,558	39,400	(7,158)
5813 County Fees	-	2,288	-	-	-	-	-	2,344	-	-	-	-	5,368	10,000	9,400	(600)
5814 SPED Encroachment	-	-	-	-	-	-	-	-	-	-	-	1,095	9,993	11,088	10,471	(616)
5815 Public Relations/Recruitment	-	57	250	(150)	100	-	-	-	-	-	-	1,786	-	2,043	11,700	9,657
	34,334	40,336	34,834	50,953	68,565	30,838	44,853	45,441	46,326	44,446	44,679	80,791	32,670	599,067	625,363	26,296
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	407,697	377,570	402,405	474,532	405,094	406,521	389,789	401,938	432,964	319,478	464,199	618,442	417,373	5,518,002	5,536,021	18,019
Monthly Surplus (Deficit)	(223,492)	(193,468)	(40,519)	(125,664)	165,413	(45,757)	97,172	166,444	118,465	180,606	11,700	(66,343)	896,936	941,494	109,775	831,719
Cash Flow Adjustments														17.1%		
Monthly Surplus (Deficit)	(223,492)	(193,468)	(40,519)	(125,664)	165,413	(45,757)	97,172	166,444	118,465	180,606	11,700	(66,343)	896,936	941,494		
Cash flows from operating activities																
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Public Funding Receivables	812,771	49,208	5,809	58,541	76,039	-	(9,544)	55,260	-	6,850	-	-	(1,314,310)	(259,376)		
Grants and Contributions Rec.	-	-	-	-	1,345	-	3,938	-	-	34,402	-	-	-	39,685		
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Prepaid Expenses	87,018	28,504	-	(1,111)	(38,058)	38,423	(1,762)	1,763	(65,550)	(53,837)	23,792	-	-	19,182		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	(62,486)	-	-	-	-	115	(116)	(196)	196	-	4,275	-	417,373	359,161		
Accrued Expenses	(28,745)	(35,901)	7,755	21,240	(47,086)	(9,210)	3,706	(5,329)	22,000	(105,240)	(6,477)	-	-	(183,287)		
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	(200,000)	-	(200,000)		
Deferred Revenue	6,576	3,509	94,492	113,914	20,490	6,316	(95,198)	9,035	(31,004)	(15,324)	257,768	(295,110)	-	75,464		
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	47,457	291,058	(561,453)				
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	2,248,937	2,539,995				
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	2,248,937	2,539,995	1,978,543				

Cert.	Instr.
48.2%	70.6%
527,690	(606,035)

Pupil:Teacher Ratio
16.01 : 1

Days Cash
131

Coversheet

Consent - Business/Financial Services

Section: VIII. Consent
Item: A. Consent - Business/Financial Services
Purpose: Vote
Submitted by: Gigi Lenz
Related Material:

2026-2027 Hatch and Cesario Service Agreement.pdf

Workers' Compensation and Employers' Liability Insurance Quote - Hanover Insurance Group - 2026.06.17.PDF

Workers' Compensation Renewal Proposal Summary - MarshMcLennan Agency - 2026.06.17.pdf

BACKGROUND:

1. Approval of Hatch and Cesario Service Agreement

Attached for board approval is the 2026-2027 Legal Services Agreement between Motivated Youth Academy and Hatch & Cesario, Attorneys-at-Law, effective July 1, 2026 through June 30, 2027. The agreement covers consulting, representational, and legal services related to special education and general student matters, including representation in administrative and judicial proceedings as requested by the school or required by law. Legal fees are billed monthly at hourly rates ranging from \$225 to \$410 depending on the attorney or staff member's role, billed in one-tenth-hour increments, with reasonable costs and expenses reimbursed at standard rates. The agreement may be terminated by either party with 30 days' written notice and includes a mutual mediation provision for resolving disputes. Hatch & Cesario has served as MYA's legal counsel in prior years, and staff recommends board approval of the 2026-2027 Legal Services Agreement as presented.

2. Approval of 2026-2027 Renewal Proposal for the Workers' Compensation

The proposed renewal maintains MYA's Workers' Compensation and Employers' Liability coverage through Nova Casualty Company (Hanover Insurance Group) for the period of July 1, 2026 through June 30, 2027. Coverage includes statutory Workers' Compensation benefits and Employers' Liability limits of \$1 million. The annual premium is \$9,494, representing an increase of \$704 (8.01%) over the prior year's premium, with payroll exposure remaining unchanged. Staff recommends approval of the renewal to ensure continued compliance with California workers' compensation requirements and uninterrupted coverage for MYA employees.

RECOMMENDATION:

It is recommended the Board approved the Hatch and Cesario Service Agreement for Motivated Youth Academy (#1628).

Fiscal Impact: As-needed legal services billed at hourly rates of **\$225–\$410**, plus reimbursable expenses, funded through the approved 2026-2027 budget.

It is recommended the Board approve the Renewal Proposal for the Workers' Compensation 2026-2027 policy term for Motivated Youth Academy (#1628).

Fiscal Impact: \$9,494.00

HATCH & CESARIO

ATTORNEYS-AT-LAW

June 19, 2026

Sent Via Email Only: bdobson@myacademy.org; glenz@myacademy.org

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

Re: Legal Services Agreement for the 2026-2027 Fiscal Year

Dear Bill,

Attached for your consideration is Hatch & Cesario's legal services agreement for the 2026-2027 fiscal year.

If you approve this agreement, please initial and sign page 2 and 3, then return a copy to me by email. Also enclosed is Hatch & Cesario's W-9 form, which includes our tax identification number, for your records.

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

Sincerely,

HATCH & CESARIO, Attorneys-at-Law



Deborah R.G. Cesario

Enclosures: 2026-2027 Legal Services Agreement
Hatch & Cesario's W-9

cc: Gigi Lenz, Operations and Program Manager

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

HATCH & CESARIO

ATTORNEYS-AT-LAW

AGREEMENT FOR LEGAL SERVICES

July 1, 2026 – June 30, 2027

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

Attorney’s Services

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

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

Payment for Services

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

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

Legal Fees and Costs Covered by JPA or Insurance Policy

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

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

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

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

Discharge of Services

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

Mediation

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

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

_____ (Client Initial Here)

 (Attorney Initial Here)

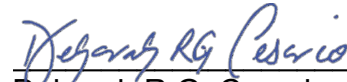
Term of Agreement

The term of this Agreement is effective July 1, 2026, through June 30, 2027, and may be modified in writing by mutual agreement of Client and Attorney. This Agreement shall be terminable by either Attorney or Client upon thirty (30) days' written notice.

Motivated Youth Academy

Hatch & Cesario, Attorneys-at-Law

Bill Dobson,
Executive Director



Deborah R.G. Cesario
Senior Partner

Date

June 19, 2026
Date

HATCH & CESARIO

ATTORNEYS-AT-LAW

RATE SHEET FOR LEGAL SERVICES
2026–2027 School Year
July 1, 2026 – June 30, 2027

Hourly Rates

Client agrees to compensate Attorney for legal services rendered in accordance with the following hourly rate schedule:

Senior Partners/Senior Of Counsel*	\$410.00
Partners/Of Counsel	\$395.00
Senior Associate	\$380.00
Associate	\$355.00
Law Clerk	\$225.00
Senior Paralegal	\$235.00
Paralegal	\$225.00
Education Consultant	\$225.00

**Applies to attorneys with 20 or more years of experience and to named partners.*

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

Costs, Expenses, and Other Client Responsibilities

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

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

Additional costs, including electronic legal research services, messenger services, meals, and lodging, shall be charged on an actual and necessary basis.

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

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

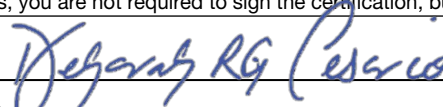
Social security number									
			-				-		
or									
Employer identification number									
4	7	-	2	9	0	8	1	8	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date June 19, 2026

General Instructions

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

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

What's New

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

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

Purpose of Form

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

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

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

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

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

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

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

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

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

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

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

² Circle the minor's name and furnish the minor's SSN.

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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



NOVA Casualty Company
A STOCK INSURANCE COMPANY
440 Lincoln Street, Worcester, MA 01653

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY INFORMATION PAGE

NCCI Company No. **14191**

POLICY NO.	BBW-WK-10001204-01
RENEWAL OF:	BBW-WK-10001204-00

ITEM 1. NAMED INSURED AND MAILING ADDRESS:

**MOTIVATED YOUTH ACADEMY
500 LA TERRAZA BLVD STE 150
ESCONDIDO CA 92025-3876**

AGENT NAME AND ADDRESS:

**MMA PROGRAMS
A DIV OF MARSH AND MCLENNAN AGENCY
P.O. BOX 85638
SAN DIEGO, CA 92186**

AGENT NO. 10085

LEGAL ENTITY: NON – PROFIT

OTHER WORKPLACES NOT SHOWN ABOVE: SEE NAME AND LOCATION SCHEDULE

ITEM 2. POLICY PERIOD: From: **07-01-2026** To: **07-01-2027**

Effective 12:01 A.M. Standard Time at the Insured's mailing address.

ITEM 3. COVERAGE:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
AL CA CO TX

B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of liability under Part Two are:

Bodily Injury by Accident:	\$ 1,000,000	each accident
Bodily Injury by Disease:	\$ 1,000,000	policy limit
Bodily Injury by Disease:	\$ 1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY AND STATES DESIGNATED IN ITEM 3A

D. This Policy includes these Endorsements and Schedules:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

ITEM 4. PREMIUM: The premium for this Policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the Workers Compensation Classification Schedule is subject to verification and change by premium adjustment or audit.

Minimum Premium: \$ **645 (CA)**

Total Estimated Policy Premium: \$ **9,494**

Audit Period: **ANNUAL**

Deposit Premium: \$ **2,258**

Issuing Office: **WINDSOR, CT**

Issued Date: **05-28-26**

Policy No. **BBW-WK-10001204-01**

**EXTENSION OF INFORMATION PAGE
WORKERS COMPENSATION CLASSIFICATION SCHEDULE**

State of: **ALABAMA**

Risk ID:

Named Insured **MOTIVATED YOUTH ACADEMY**Effective Date: **07-01-26**Agent Name **MMA PROGRAMS**Agent No. **10085**

Classification of Operation	Class Code No	Total Estimated Remuneration	Rate per \$100 of Remuneration	Estimated Premium
0001-01				
SCHOOL - PROFESSIONAL EMPLOYEES & CLERICAL	8868	\$ 1,000	.317	\$ 3.00
TOTAL CLASS PREMIUM				\$ 3.00
INCREASE LIMITS 1.014	9812			\$ 0.00
TOTAL SUBJECT PREMIUM				\$ 3.00
TOTAL MODIFIED PREMIUM				\$ 3.00
STANDARD TOTAL				\$ 3.00
TERRORISM .008	9740			\$ 0.00
CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) .015	9741			\$ 0.00
TOTAL ESTIMATED PREMIUM				\$ 3.00
FINAL TOTAL				\$ 3.00

WC 00 00 01 A 0615



Policy No. BBW-WK-10001204-01

**EXTENSION OF INFORMATION PAGE
WORKERS COMPENSATION CLASSIFICATION SCHEDULE**

State of: **CALIFORNIA**Risk ID: **8583566**Named Insured **MOTIVATED YOUTH ACADEMY**Effective Date: **07-01-26**Agent Name **MMA PROGRAMS**Agent No. **10085**

Classification of Operation	Class Code No	Total Estimated Remuneration	Rate per \$100 of Remuneration	Estimated Premium
0002-01				
COLLEGES OR SCHOOLS - PRIVATE - NOT AUTOMOBILE SCHOOLS - PROFESSORS, TEACHERS OR ACADEMIC PROFESSIONAL EMPLOYEES	8868	\$ 1,324,439	1.000	\$ 13,244.00
TOTAL CLASS PREMIUM				\$ 13,244.00
TIER RATING PREMIUM .85	9037			\$ -1,987.00
INCREASE LIMITS 1.028	9812			\$ 315.00
TOTAL SUBJECT PREMIUM				\$ 11,572.00
EXPERIENCE PREMIUM .80	9897			\$ -2,314.00
TOTAL MODIFIED PREMIUM				\$ 9,258.00
SCHEDULE MODIFICATION .90	9887			\$ -926.00
STANDARD TOTAL				\$ 8,332.00
TERRORISM RISK INS ACT 2002 .02	9740			\$ 265.00
TOTAL ESTIMATED PREMIUM				\$ 8,597.00
CA ADMIN REVOLVING FUND ASSESS 1.014958	9999			\$ 129.00
CA OCC SAFETY & HEALTH FUND 1.005678	9998			\$ 49.00
CA FRAUD ASSESSMENT 1.00459	0069			\$ 39.00
CA UNINS EMPL BENEFITS ASSESS 1.000956	0986			\$ 8.00
CA SUBS INJ BENEFITS ASSESS 1.020428	0991			\$ 176.00
CALIFORNIA LABOR ENFORCEMENT & COMPLIANCE (LECF) ASSESSMENT 1.005301	9997			\$ 46.00
FINAL TOTAL				\$ 9,044.00

WC 00 00 01 A 0615

Policy No. **BBW-WK-10001204-01**

**EXTENSION OF INFORMATION PAGE
WORKERS COMPENSATION CLASSIFICATION SCHEDULE**

State of: **COLORADO**

Risk ID:

Named Insured **MOTIVATED YOUTH ACADEMY**Effective Date: **07-01-26**Agent Name **MMA PROGRAMS**Agent No. **10085**

Classification of Operation	Class Code No	Total Estimated Remuneration	Rate per \$100 of Remuneration	Estimated Premium
0003-01				
SCHOOL - PROFESSIONAL EMPLOYEES & CLERICAL	8868	\$ 1,000	.433	\$ 4.00
TOTAL CLASS PREMIUM				\$ 4.00
INCREASE LIMITS 1.011	9812			\$ 0.00
TOTAL SUBJECT PREMIUM				\$ 4.00
TOTAL MODIFIED PREMIUM				\$ 4.00
STANDARD TOTAL				\$ 4.00
EXPENSE CONSTANT	0900			\$ 280.00
TERRORISM .008	9740			\$ 0.00
CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) .016	9741			\$ 0.00
TOTAL ESTIMATED PREMIUM				\$ 284.00
FINAL TOTAL				\$ 284.00

WC 00 00 01 A 0615

Policy No. **BBW-WK-10001204-01**

**EXTENSION OF INFORMATION PAGE
WORKERS COMPENSATION CLASSIFICATION SCHEDULE**

State of: **TEXAS**

Risk ID:

Named Insured **MOTIVATED YOUTH ACADEMY**Effective Date: **07-01-26**Agent Name **MMA PROGRAMS**Agent No. **10085**

Classification of Operation	Class Code No	Total Estimated Remuneration	Rate per \$100 of Remuneration	Estimated Premium
0004-01				
SCHOOL - PROFESSIONAL EMPLOYEES	8868	\$ 59,435	.250	\$ 149.00
TOTAL CLASS PREMIUM				\$ 149.00
INCREASE LIMITS 1.014	9812			\$ 2.00
TOTAL SUBJECT PREMIUM				\$ 151.00
TOTAL MODIFIED PREMIUM				\$ 151.00
STANDARD TOTAL				\$ 151.00
PREMIUM DISCOUNT .961	0063			\$ -6.00
TERRORISM .02	9740			\$ 12.00
CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) .01	9741			\$ 6.00
TOTAL ESTIMATED PREMIUM				\$ 163.00
FINAL TOTAL				\$ 163.00
POLICY TOTAL ESTIMATED COST				\$ 9,494.00

WC 00 00 01 A 0615



Policy No. **BBW-WK-10001204-01**

**EXTENSION OF INFORMATION PAGE
NAME AND LOCATION SCHEDULE**

Named Insured **MOTIVATED YOUTH ACADEMY**

Effective Date: **07-01-26**

Agent Name **MMA PROGRAMS**

Agent No. **10085**

Entity Code: 1

MOTIVATED YOUTH ACADEMY

FEIN: 464505562

NAICS Code: 611310

**500 LA TERRAZA BLVD STE 150
ESCONDIDO, CA 92025-3876
EMP: 23**

**32237 CINNTEAL PL
SPANISH FORT, AL 36527-8752
EMP: 1**

**2975 HURON ST APT 210
DENVER, CO 80202-1038
EMP: 1**

**2216 E 6TH ST
MISSION, TX 78572-9111
EMP: 1**

Quote Proposal Only. This is Not an Insurance Policy.

Policy No. **BBW-WK-10001204-01****INSTALLMENT SCHEDULE**Named Insured **MOTIVATED YOUTH ACADEMY**Effective Date: **07-01-26**Agent Name **MMA PROGRAMS**Agent No. **10085**

**IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS POLICY IS
PAYABLE ON INSTALLMENTS AS FOLLOWS:**

DUE	PREMIUM	SURCHARGE	REVISED INSTALLMENT TOTAL
07/01/2026	\$ 1,811.00	\$ 447.00	\$ 2,258.00
08/01/2026	\$ 804.00		\$ 804.00
09/01/2026	\$ 804.00		\$ 804.00
10/01/2026	\$ 804.00		\$ 804.00
11/01/2026	\$ 804.00		\$ 804.00
12/01/2026	\$ 804.00		\$ 804.00
01/01/2027	\$ 804.00		\$ 804.00
02/01/2027	\$ 804.00		\$ 804.00
03/01/2027	\$ 804.00		\$ 804.00
04/01/2027	\$ 804.00		\$ 804.00

Failure to pay the Installment Premium by the Date Due shown shall constitute non-payment of premium for which we may cancel this policy.

WC 99 06 10 A 0615

Policy No. **BBW-WK-10001204-01**

EXTENSION OF INFORMATION PAGE SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured **MOTIVATED YOUTH ACADEMY**Effective Date: **07-01-2026**Agent Name **MMA PROGRAMS**Agent No. **10085**

WORKERS COMPENSATION FORMS AND ENDORSEMENTS

WC 99 06 10 A	06-15	INSTALLMENT SCHEDULE
WC 00 00 00 C	01-15	INSURANCE POLICY
AIL0014	02-11	CONFORMITY WITH STATE STATUTES
AIL0015	02-11	TRADE OR ECONOMIC SANCTIONS
WC 00 04 06	08-84	PREMIUM DISCOUNT ENDT
WC 00 04 14 A	01-19	90DAY REPORT-NOTIF CHANGE IN OWNERSHIP
WC 00 04 19	01-01	PREMIUM DUE DATE ENDORSEMENT
WC 00 04 19 A	08-22	PREMIUM AMENDATORY ENDORSEMENT
WC 00 04 21 F	08-22	CATASTROPHE (OTHER THAN CERT ACTS) ENDT
WC 00 04 22 C	01-21	TERRORISM RISK PGM REAUTH ACT DISCL ENDT
WC 00 04 24	01-17	AUDIT NONCOMPLIANCE CHARGE ENDT
WC 04 03 01 D	02-18	CA POLICY AMENDATORY ENDORSEMENT
WC 04 03 10	01-95	CA DUTY TO DEFEND
WC 04 03 60 B	01-15	CA EMPLOYERS' LIAB COV AMENDATORY ENDT
WC 04 04 21	01-08	CA OPTIONAL PREMIUM INCREASE ENDORSEMENT
WC 04 04 22	01-12	CA SHORT-RATE CANCELTION ENDT
WC 04 06 01 B	01-22	CA CANCELTION ENDT
WC 05 04 02	11-90	CO CLASSIFICATION ENDT
WC 42 03 01 L	07-23	TEXAS AMENDATORY ENDORSEMENT

WC 00 00 01 A 0615

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 00 C**

(Ed. 1-15)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

WC 00 00 00 C

(Ed. 1-15)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties, so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.

5. This insurance conforms to the parts of the workers compensation law that apply to:
 - a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO**EMPLOYERS LIABILITY INSURANCE****A. How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 00 C**

(Ed. 1-15)

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq.

and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

WC 00 00 00 C

(Ed. 1-15)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**F. Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE**OTHER STATES INSURANCE****A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR**YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 00 C**

(Ed. 1-15)

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONFORMITY WITH STATE STATUTES

The following **Condition** is added to your policy to comply with, or otherwise respond to, the laws of multiple states. This endorsement applies to the extent your policy provides coverage for loss that results to or from your autos, employees, locations or operations in states other than the "controlling state" of your policy.

The term "controlling state" means the state that is listed on the Declarations for the First Named Insured. If there are no locations or operations for any coverage provided by your policy for the First Named Insured's state, the "controlling state" is the state that generates the highest premium on your policy.

CONFORMITY WITH STATE STATUTES

- A.** The provisions of this policy conform to the minimum requirements of state laws and control over any conflicting statutes of any state in which you have autos, employees, locations or operations, on or after the effective date of this policy.
- B.** Any provision of this policy, including endorsements that modify the policy, which does not conform to the minimum requirements of a state's statutes, is amended to conform to such statute.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-01-26** Policy No.

Endorsement No.

Insured **MOTIVATED YOUTH ACADEMY**

Premium \$ **INCL.**

Insurance Company **NOVA Casualty Company**

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-01-26** Policy No.

Endorsement No.

Insured **MOTIVATED YOUTH ACADEMY**

Premium \$ **INCL.**

Insurance Company **NOVA Casualty Company**

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 04 06**

(Ed. 8-84)

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. State	Estimated Eligible Premium			
	First \$5,000	Next \$95,000	Next \$400,000	Balance
TX	0	.095	.119	.124
				\$ 8,490

2. Average percentage discount: 3.90 %

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-01-26**

Policy No. **BBW-WK-10001204-01**

Endorsement No.

Insured **MOTIVATED YOUTH ACADEMY**

Premium \$ **INCL.**

Insurance Company **NOVA Casualty Company**

Countersigned By _____

WC 00 04 06

(Ed. 8-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 04 14 A**

(Ed. 1-19)

90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-01-26** Policy No.

Endorsement No.

Insured **MOTIVATED YOUTH ACADEMY**

Premium \$ **INCL.**

Insurance Company **NOVA Casualty Company**

Countersigned By _____

WC 00 04 14 A

(Ed. 1-19)

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 19

(Ed. 1-01)

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE
PREMIUM

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-01-26**

Policy No. **BBW-WK-10001204-01**

Endorsement No.

Insured **MOTIVATED YOUTH ACADEMY**

Premium \$ **INCL.**

Insurance Company **NOVA Casualty Company**

Countersigned By _____

WC 00 04 19

(Ed. 1-01)

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 04 19 A**

(Ed. 08-2022)

Part Five—Premium Amendatory Endorsement

This endorsement amends Part Five—Premium of the policy as follows:

Part Five—Premium, Section A. (Our Manuals) is replaced by the following provision:

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates and loss costs (as applicable), rating plans, forms, endorsements, and classifications, and such manuals are expressly incorporated by reference into, and apply to, this policy and any renewals (our manuals). As used in this policy and any renewals, our manuals means manuals that have been:

1. Developed in any format and filed by the state-designated workers compensation rating or advisory organization on our behalf with the appropriate state insurance regulatory authority; or
2. Developed in any format and filed by the respective state rating bureau on our behalf with the appropriate state insurance regulatory authority; or
3. Developed in any format and filed by us with the appropriate state insurance regulatory authority; and
4. For each or any of the three scenarios above, the manuals also must be approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

We may change our manuals and apply the changes to this policy and any renewals if such manual changes are approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

Part Five—Premium, Section D. (Premium Payments) is replaced by the following provision:

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the due date specified in the billing for the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-01-26** Policy No.

Endorsement No.

Insured **MOTIVATED YOUTH ACADEMY**

Premium \$ **INCL.**

Insurance Company **NOVA Casualty Company**

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 04 21 F**

(Ed. 08-2022 Countrywide, Ed. 07-2022 in Texas)

Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

For purposes of this endorsement, Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of \$50 million. This \$50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
AL	.015	\$0
CO	.016	\$0
TX	.01	\$6

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-01-26** Policy No.

Endorsement No.

Insured **MOTIVATED YOUTH ACADEMY**

Premium \$ **INCL.**

Insurance Company **NOVA Casualty Company**

Countersigned By _____

Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property, or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

WC 00 04 22 C

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 01-2021)

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
AL	.008	\$0
CA	.02	\$265
CO	.008	\$0
TX	.02	\$12

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-01-26** Policy No.

Endorsement No.

Insured **MOTIVATED YOUTH ACADEMY**

Premium \$ **INCL.**

Insurance Company **NOVA Casualty Company**

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 04 24**

(Ed. 1-17)

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Schedule

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
AL	Estimated Annual Premium	Up to two times
CO	Estimated Annual Premium	Up to two times

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-01-26** Policy No.

Endorsement No.

Insured **MOTIVATED YOUTH ACADEMY**

Premium \$ **INCL.**

Insurance Company **NOVA Casualty Company**

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 01 D**

(Ed. 2-18)

POLICY AMENDATORY ENDORSEMENT-CALIFORNIA

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed – Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.
2. **Punitive or Exemplary Damages – Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefor is prohibited by law or contrary to public policy.
3. **Increase in Indemnity Payment – Reimbursement.** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars (\$100).

If we notify you in writing, within 30 days of the payment, that you are obligated to reimburse us, we will bill you for the amount of increase in indemnity payment and collect it no later than the final audit. You will have 60 days, following notice of the obligation to reimburse, to appeal the decision of the insurer to the Department of Insurance.

4. **Application of Policy.** Part One, "Workers Compensation Insurance", A, "How This Insurance Applies", is amended to read as follows:

This workers compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.
6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.
7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.
8. Part Five, "Premium", E, "Final Premium", is amended to read as follows:

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

WC 04 03 01 D

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 2-18)

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

- a. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
- b. If you cancel, final premium may be more than pro rata; it will be based on the time this policy was in force, and may be increased by our short-rate cancellation table and procedure. Final premium will not be less than the pro rata share of the minimum premium.

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-01-26** Policy No.

Endorsement No.

Insured **MOTIVATED YOUTH ACADEMY**

Premium \$ **INCL.**

Insurance Company **NOVA Casualty Company**

Countersigned By _____

WC 04 03 01 D

(Ed. 2-18)

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QUOTE PROPOSAL
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 10****DUTY TO DEFEND-CALIFORNIA**

The insurance afforded by Part One, Section **C**, "We Will Defend", is hereby deleted and replaced with the following:

WE WILL DEFEND

We have the right and duty to defend at our expense any claim or proceeding against you before the California Workers' Compensation Appeals Board or its equivalent in any other state (and any appeal of a decision therefrom) for the benefits payable by this workers' compensation insurance. We have the right to investigate and settle these claims or proceedings.

We have no duty to defend a claim, proceeding, or suit that is not covered by this insurance.

Nothing contained in this Section shall amend, modify, restrict or otherwise alter any obligations or conditions under Part Two-Employer's Liability Insurance of the policy.

Quote Proposal Only. This is Not an Insurance Policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-01-26** Policy No. **BBW-WK-10001204-01** Endorsement No.

Insured **MOTIVATED YOUTH ACADEMY** Premium \$ **INCL.**

Insurance Company **NOVA Casualty Company**

Countersigned By _____

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 60 B**
(Ed. 01-15)**EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT—CALIFORNIA**

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in item 3 of the information page is subject to the following provisions:

A. "How This Insurance Applies," is amended to read as follows:**A. How This Insurance Applies**

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. The "Exclusions" section is modified as follows (all other exclusions in the "Exclusions" section remain as is):

1. Exclusion 1 is amended to read as follows:
 1. liability assumed under a contract.
2. Exclusion 2 is deleted.
3. Exclusion 7 is amended to read as follows:
 7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.
4. The following exclusions are added:
 1. bodily injury to any member of the flying crew of any aircraft.
 2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.
 3. liability arising from California Labor Code Section 2810.3 which relates to labor contracting.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-01-26** Policy No.

Endorsement No.

Insured **MOTIVATED YOUTH ACADEMY**

Premium \$ **INCL.**

Insurance Company **NOVA Casualty Company**

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 04 21****(Ed. 1-08)****OPTIONAL PREMIUM INCREASE ENDORSEMENT – CALIFORNIA**

You must provide us, or our authorized representative, access to records necessary to perform a payroll verification audit. If you fail to provide access within 90 days after expiration of the policy, you are liable to pay a total premium equal to 3 times our current estimate of the annual premium for your policy. In addition, if you fail to provide access after our third request within a 90 day or longer period, you are also liable for our costs in attempting to perform the audit unless you provide a compelling business reason for your failure.

We will contact you to schedule appointments during normal business hours.

We will notify you of your failure to provide access by mailing a certified, return-receipt document stating the increased premium and the total amount of our costs incurred in our attempt(s) to perform an audit. In addition to any other obligations under this contract, 30 days after you receive the notification, you will be obligated to pay the total premium and costs referenced above. If, thereafter, you provide access to your records within three years after the policy expires, or within another mutually agreed upon time, and we succeed in performing the audit to our satisfaction, we will revise your total premium and the costs due to reflect the results of the audit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-01-26**

Policy No. **BBW-WK-10001204-01**

Endorsement No.

Insured **MOTIVATED YOUTH ACADEMY**

Premium \$ **INCL.**

Insurance Company **NOVA Casualty Company**

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 04 22****(Ed. 01-12)****CALIFORNIA SHORT-RATE CANCELLATION ENDORSEMENT**

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

If you cancel the policy and a disclosure was provided in accordance with Section 481(c) of the California Insurance Code, final premium will be based on the time this policy was in force and increased by the short-rate cancellation table below:

SHORT RATE CANCELLATION TABLE

Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect
1	5%	18.2482	46	23%	1.8250	91	35%	1.4038
2	6	10.9489	47	23	1.7861	92	36	1.4283
3	7	8.5158	48	24	1.8250	93	36	1.4129
4	7	6.3869	49	24	1.7877	94	36	1.3979
5	8	5.8394	50	24	1.7520	95	37	1.4216
6	8	4.8662	51	24	1.7176	96	37	1.4068
7	9	4.6924	52	25	1.7548	97	37	1.3923
8	9	4.1058	53	25	1.7216	98	37	1.3781
9	10	4.0552	54	25	1.6899	99	38	1.4010
10	10	3.6496	55	26	1.7255	100	38	1.3870
11	11	3.6496	56	26	1.6947	101	38	1.3733
12	11	3.3455	57	26	1.6650	102	38	1.3598
13	12	3.3689	58	26	1.6362	103	39	1.3820
14	12	3.1283	59	27	1.6704	104	39	1.3688
15	13	3.1630	60	27	1.6425	105	39	1.3557
16	13	2.9653	61	27	1.6156	106	40	1.3774
17	14	3.0056	62	27	1.5895	107	40	1.3645
18	14	2.8386	63	28	1.6222	108	40	1.3519
19	15	2.8818	64	28	1.5969	109	40	1.3395
20	15	2.7377	65	28	1.5723	110	41	1.3605
21	16	2.7812	66	29	1.6038	111	41	1.3482
22	16	2.6547	67	29	1.5799	112	41	1.3362
23	17	2.6980	68	29	1.5566	113	41	1.3243
24	17	2.5856	69	29	1.5341	114	42	1.3447
25	17	2.4821	70	30	1.5643	115	42	1.3330
26	18	2.5270	71	30	1.5423	116	42	1.3215
27	18	2.4334	72	30	1.5208	117	43	1.3414
28	18	2.3465	73	30	1.5000	118	43	1.3301
29	18	2.2656	74	31	1.5291	119	43	1.3189
30	19	2.3117	75	31	1.5087	120	43	1.3079
31	19	2.2371	76	31	1.4888	121	44	1.3273
32	19	2.1672	77	32	1.5169	122	44	1.3164
33	20	2.2121	78	32	1.4974	123	44	1.3057
34	20	2.1471	79	32	1.4785	124	44	1.2951
35	20	2.0857	80	32	1.4600	125	45	1.3140
36	20	2.0278	81	33	1.4870	126	45	1.3036
37	21	2.0716	82	33	1.4689	127	45	1.2933
38	21	2.0171	83	33	1.4512	128	46	1.3117
39	21	1.9654	84	34	1.4774	129	46	1.3016
40	21	1.9162	85	34	1.4600	130	46	1.2916
41	22	1.9585	86	34	1.4430	131	46	1.2817
42	22	1.9119	87	34	1.4264	132	47	1.2996
43	22	1.8674	88	35	1.4517	133	47	1.2899
44	23	1.9079	89	35	1.4354	134	47	1.2802
45	23	1.8655	90	35	1.4194	135	47	1.2708

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 04 22

(Ed. 01-12)

SHORT RATE CANCELLATION TABLE (Cont'd)

Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect
136	48%	1.2882	181	60%	1.2099	226	70%	1.1305
137	48	1.2788	182	60	1.2033	227	70	1.1255
138	48	1.2696	183	61	1.2167	228	70	1.1206
139	49	1.2867	184	61	1.2101	229	71	1.1317
140	49	1.2775	185	61	1.2035	230	71	1.1267
141	49	1.2684	186	61	1.1970	231	71	1.1219
142	49	1.2595	187	61	1.1906	232	71	1.1170
143	50	1.2762	188	62	1.2037	233	72	1.1279
144	50	1.2674	189	62	1.1974	234	72	1.1231
145	50	1.2586	190	62	1.1910	235	72	1.1183
146	50	1.2500	191	62	1.1848	236	72	1.1136
147	51	1.2663	192	63	1.1977	237	72	1.1089
148	51	1.2578	193	63	1.1914	238	73	1.1195
149	51	1.2493	194	63	1.1853	239	73	1.1149
150	52	1.2653	195	63	1.1792	240	73	1.1102
151	52	1.2569	196	63	1.1732	241	73	1.1056
152	52	1.2487	197	64	1.1858	242	74	1.1161
153	52	1.2405	198	64	1.1798	243	74	1.1115
154	53	1.2562	199	64	1.1739	244	74	1.1070
155	53	1.2481	200	64	1.1680	245	74	1.1025
156	53	1.2401	201	65	1.1804	246	74	1.0980
157	54	1.2554	202	65	1.1745	247	75	1.1083
158	54	1.2475	203	65	1.1687	248	75	1.1038
159	54	1.2396	204	65	1.1630	249	75	1.0994
160	54	1.2319	205	65	1.1573	250	75	1.0950
161	55	1.2469	206	66	1.1694	251	76	1.1052
162	55	1.2392	207	66	1.1638	252	76	1.1008
163	55	1.2316	208	66	1.1582	253	76	1.0964
164	55	1.2241	209	66	1.1526	254	76	1.0921
165	56	1.2388	210	67	1.1645	255	76	1.0878
166	56	1.2313	211	67	1.1590	256	77	1.0979
167	56	1.2240	212	67	1.1535	257	77	1.0936
168	57	1.2384	213	67	1.1481	258	77	1.0893
169	57	1.2311	214	67	1.1428	259	77	1.0851
170	57	1.2238	215	68	1.1544	260	77	1.0810
171	57	1.2167	216	68	1.1491	261	78	1.0908
172	58	1.2308	217	68	1.1438	262	78	1.0866
173	58	1.2237	218	68	1.1385	263	78	1.0825
174	58	1.2167	219	69	1.1500	264	78	1.0784
175	58	1.2097	220	69	1.1448	265	79	1.0881
176	59	1.2236	221	69	1.1396	266	79	1.0840
177	59	1.2167	222	69	1.1345	267	79	1.0800
178	59	1.2098	223	69	1.1294	268	79	1.0759
179	60	1.2235	224	70	1.1406	269	79	1.0719
180	60	1.2167	225	70	1.1356	270	80	1.0815

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 04 22****(Ed. 01-12)****SHORT RATE CANCELLATION TABLE (Cont'd)**

Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect
271	80%	1.0775	316	90%	1.0396	361	100%	1.0111
272	80	1.0735	317	90	1.0363	362	100	1.0083
273	80	1.0696	318	90	1.0330	363	100	1.0055
274	81	1.0790	319	90	1.0298	364	100	1.0027
275	81	1.0751	320	91	1.0380	365	100	1.0000
276	81	1.0712	321	91	1.0347			
277	81	1.0673	322	91	1.0315			
278	81	1.0635	323	91	1.0283			
279	82	1.0728	324	92	1.0364			
280	82	1.0689	325	92	1.0332			
281	82	1.0651	326	92	1.0301			
282	82	1.0614	327	92	1.0269			
283	83	1.0705	328	92	1.0238			
284	83	1.0667	329	93	1.0318			
285	83	1.0630	330	93	1.0286			
286	83	1.0593	331	93	1.0255			
287	83	1.0556	332	93	1.0224			
288	84	1.0646	333	94	1.0303			
289	84	1.0609	334	94	1.0272			
290	84	1.0572	335	94	1.0242			
291	84	1.0536	336	94	1.0211			
292	85	1.0625	337	94	1.0181			
293	85	1.0589	338	95	1.0259			
294	85	1.0553	339	95	1.0229			
295	85	1.0517	340	95	1.0198			
296	85	1.0481	341	95	1.0169			
297	86	1.0569	342	95	1.0139			
298	86	1.0534	343	96	1.0216			
299	86	1.0498	344	96	1.0186			
300	86	1.0463	345	96	1.0156			
301	86	1.0429	346	96	1.0127			
302	87	1.0515	347	97	1.0203			
303	87	1.0480	348	97	1.0174			
304	87	1.0446	349	97	1.0145			
305	87	1.0411	350	97	1.0116			
306	88	1.0497	351	97	1.0087			
307	88	1.0462	352	98	1.0162			
308	88	1.0429	353	98	1.0133			
309	88	1.0395	354	98	1.0105			
310	88	1.0361	355	98	1.0076			
311	89	1.0445	356	99	1.0150			
312	89	1.0412	357	99	1.0122			
313	89	1.0379	358	99	1.0094			
314	89	1.0346	359	99	1.0065			
315	90	1.0429	360	99	1.0038			

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)Endorsement Effective **07-01-26** Policy No. _____

Endorsement No. _____

Insured **MOTIVATED YOUTH ACADEMY**Premium \$ **INCL.**Insurance Company **NOVA Casualty Company**

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 06 01 B**

(Ed. 01-2022)

CALIFORNIA CANCELATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

The cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

Cancellation:

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Material failure to comply with federal or state safety orders or written recommendations of our designated loss control representatives;
 - h. The occurrence of a material change in the ownership of your business;
 - i. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
 - j. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
 - k. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (k), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. If we mail the notice to you, the stated periods of notice and your right to remedy the condition will be extended by 5 days if the place of mailing and your mailing address is within California, 10 days if the place of mailing or your mailing address is outside of California and 20 days if the place of mailing or your mailing address is outside of the United States.
5. The policy period will end on the day and hour stated in the cancellation notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-01-26** Policy No. _____

Endorsement No. _____

Insured **MOTIVATED YOUTH ACADEMY**

Premium \$ **INCL.**

Insurance Company **NOVA Casualty Company**

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 05 04 02**

(Ed. 11-90)

COLORADO CLASSIFICATION ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because Colorado is shown in Item 3.A. of the Information Page.

Section B. Classifications of Part Five (Premium) is amended by adding the following:

The assignment of a proper classification resulting in higher premium is allowed only if the misclassification was caused by your failure to provide accurate or complete data. If your operation changes during the policy term, you must notify us within ninety days of the change. Failure to notify us will be considered a failure to provide accurate or complete data.

Section E. Final Premium of Part Five is amended by adding this sentence at the end of the first paragraph:

Payments to us or to you based on improper classification may be collected or refunded during the term of the policy and for twelve months after the term.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-01-26**Policy No. **BBW-WK-10001204-01**

Endorsement No.

Insured **MOTIVATED YOUTH ACADEMY**Premium \$ **INCL.**Insurance Company **NOVA Casualty Company**

Countersigned By _____

WC 05 04 02

(Ed. 11-90)

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Texas Amendatory Endorsement

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

GENERAL SECTION**B. Who Is Insured** is amended to read:

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership or joint venture, and if you are one of its partners or members, you are insured, but only in your capacity as an employer of the partnership's or joint venture's employees.

D. State is amended to read:

State means any state or territory of the United States of America, and the District of Columbia.

PART ONE—WORKERS COMPENSATION INSURANCE**E. Other Insurance** is amended by adding this sentence:

This Section only applies if you have other insurance or are self-insured for the same loss.

F. Payments You Must Make

This Section is amended by deleting the words “workers compensation” from number 4.

H. Statutory Provisions

This Section is amended by deleting the words “after an injury occurs” from number 2.

PART TWO—EMPLOYERS LIABILITY INSURANCE**C. Exclusions**

Sections 2 and 3 are amended to add:

This exclusion does not apply unless the violation of law caused or contributed to the bodily injury.

Section 6 is amended to read:

6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America, Mexico or Canada who is temporarily outside these countries.

D. We Will Defend

This Section is amended by deleting the last sentence.

PART FOUR—YOUR DUTIES IF INJURY OCCURS

Number 6 of this part is amended to read:

6. Texas law allows you to make weekly payments to an injured employee in certain instances. Unless authorized by law, do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM**A. Our Manuals** is amended by adding this sentence:

In this part, “our manuals” means manuals approved or prescribed by the Texas Department of Insurance.

C. Remuneration

Number 2 is amended to read:

2. All other persons engaged in work that would make us liable under Part One (Workers Compensation Insurance) of this policy. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured workers compensation insurance.

D. Premium Payments is amended by adding this sentence:

The billing statement or invoice for audit additional premiums and/or retrospective additional premiums establishes the date that the premium is due.

(Ed.07-2023)

E. Final Premium

Number 2 is amended to read:

2. If you cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.

PART SIX—CONDITIONS**A. Inspection** is amended by adding this sentence:

Your failure to comply with the safety recommendations made as a result of an inspection may cause the policy to be canceled by us.

C. Transfer of Your Rights and Duties is amended to read:

Your rights and duties under this policy may not be transferred without our written consent. If you die, coverage will be provided for your surviving spouse or your legal representative. This applies only with respect to their acting in the capacity as an employer and only for the workplaces listed in Items 1 and 4 on the Information Page.

D. Cancellation is amended to read:

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We may also decline to renew it. We must give you written notice of cancellation or nonrenewal. That notice will be sent certified mail or delivered to you in person. A copy of the written notice will be sent to the Texas Department of Insurance—Division of Workers' Compensation.
3. Notice of cancellation or nonrenewal must be sent to you not later than the 30th day before the date on which the cancellation or nonrenewal becomes effective, except that we may send the notice not later than the 10th day before the date on which the cancellation or nonrenewal becomes effective if we cancel or do not renew because of:
 - a. Fraud in obtaining coverage;
 - b. Misrepresentation of the amount of payroll for purposes of premium calculation;
 - c. Failure to pay a premium when payment was due;
 - d. An increase in the hazard for which you seek coverage that results from an action or omission and that would produce an increase in the rate, including an increase because of failure to comply with reasonable recommendations for loss control or to comply within a reasonable period with recommendations designed to reduce a hazard that is under your control;
 - e. A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the law, or would be hazardous to the interests of subscribers, creditors, or the general public.
4. If another insurance company notifies the Texas Department of Insurance—Division of Workers' Compensation that it is insuring you as an employer, such notice must be a cancellation of this policy effective when the other policy starts.

Add the following to the policy:

PART SEVEN—OUR DUTY TO YOU FOR CLAIM NOTIFICATION**A. Claims Notification**

We are required to notify you of any claim that is filed against your policy. Thereafter we must notify you of any proposal to settle a claim or, on receipt of a written request from you, of any administrative or judicial proceeding relating to the resolution of a claim, including a benefit review conference conducted by the Texas Department of Insurance—Division of Workers' Compensation. You may, in writing, elect to waive this notification requirement.

We must, on the written request from you, provide you with a list of claims charged against your policy, payments made and reserves established on each claim, and a statement explaining the effect of claims on your premium rates. We must furnish the requested information to you in writing no later than the 30th day after the date we receive your request. The information is considered to be provided on the date the information is received by the United States Postal Service or is personally delivered.

COMPLAINT NOTICE:**DISPUTE RESOLUTION SERVICES****NCCI'S DISPUTE RESOLUTION PROCESS DOES NOT APPLY TO WORKERS COMPENSATION CLAIMS.**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 42 03 01 L****(Ed. 07-2023)**

For workers compensation claim disputes, see “CLAIM COMPLAINT” below. For issues related to a violation of law related to your policy, see “VIOLATIONS OF LAW” below.

Important Note: The dispute resolution services provided through the Dispute Resolution Process (Process) of the National Council on Compensation Insurance (NCCI) are **voluntary**. The Process is not an administrative remedy that must be exhausted before you pursue relief in court. Using the Process does not prevent you or the carrier that issued the policy from pursuing any available legal remedies at any time.

NCCI can assist in the resolution of a dispute regarding your policy that is related to any of the following matters:

- The application or interpretation of rules contained in the various NCCI manuals (including, but not limited to, classification codes and experience rating modifications)
- Rating programs
- Endorsements
- Forms

Contact the carrier that issued the policy and attempt to resolve the dispute directly. If you and the carrier cannot agree, then contact NCCI to ask for assistance. NCCI's **Basic Manual** rule, Dispute Resolution Process, addresses disputes. You may obtain dispute resolution services only after you have made a reasonable attempt to first resolve the dispute directly with the carrier and after you have paid any undisputed premium due to the carrier.

Send your request for assistance by mail to NCCI, Dispute Resolution Services, 901 Peninsula Corporate Circle, Boca Raton, FL 33487-1362; or by fax to 561-893-5043; or by email to disputeresolution@ncci.com.

THIS NOTICE OF THE DISPUTE RESOLUTION PROCESS IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART, TERM, OR CONDITION OF THIS POLICY.

VIOLATIONS OF LAW:

If you believe there has been a violation of law related to your policy, file a complaint with the Texas Department of Insurance:

Phone: 1-800-252-3439

Online: tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC CO-CP, PO Box 12030, Austin, TX 78711-2030

CLAIM COMPLAINT:

If there is a workers compensation claim complaint involving one of your employees, then contact the Texas Department of Insurance—Division of Workers' Compensation, Compliance and Investigations by mail to MC: CI, PO Box 12050, Austin, TX 78711-2050; or by fax to 512-490-1030; or by email to DWCCOMPLAINTS@tdi.texas.gov.

THIS NOTICE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART, TERM, OR CONDITION OF THIS POLICY.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-01-26** Policy No.

Endorsement No.

Insured **MOTIVATED YOUTH ACADEMY**

Premium \$ **INCL.**

Insurance Company **NOVA Casualty Company**

Countersigned By _____

CALIFORNIA IMPORTANT NOTICE TO POLICYHOLDERS SHORT RATE CANCELLATION PENALTY DISCLOSURE

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

If you cancel this policy, we may apply a short rate penalty. The final policy premium will be based on the time this policy was in force and increased by the short-rate cancellation table below, subject to the annual minimum premium:

SHORT RATE CANCELLATION TABLE

Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect
1	5%	18.2482	46	23%	1.8250	91	35%	1.4038
2	6	10.9489	47	23	1.7861	92	36	1.4283
3	7	8.5158	48	24	1.8250	93	36	1.4129
4	7	6.3869	49	24	1.7877	94	36	1.3979
5	8	5.8394	50	24	1.7520	95	37	1.4216
6	8	4.8662	51	24	1.7176	96	37	1.4068
7	9	4.6924	52	25	1.7548	97	37	1.3923
8	9	4.1058	53	25	1.7216	98	37	1.3781
9	10	4.0552	54	25	1.6899	99	38	1.4010
10	10	3.6496	55	26	1.7255	100	38	1.3870
11	11	3.6496	56	26	1.6947	101	38	1.3733
12	11	3.3455	57	26	1.6650	102	38	1.3598
13	12	3.3689	58	26	1.6362	103	39	1.3820
14	12	3.1283	59	27	1.6704	104	39	1.3688
15	13	3.1630	60	27	1.6425	105	39	1.3557
16	13	2.9653	61	27	1.6156	106	40	1.3774
17	14	3.0056	62	27	1.5895	107	40	1.3645
18	14	2.8386	63	28	1.6222	108	40	1.3519
19	15	2.8818	64	28	1.5969	109	40	1.3395
20	15	2.7377	65	28	1.5723	110	41	1.3605
21	16	2.7812	66	29	1.6038	111	41	1.3482
22	16	2.6547	67	29	1.5799	112	41	1.3362
23	17	2.6980	68	29	1.5566	113	41	1.3243
24	17	2.5856	69	29	1.5341	114	42	1.3447
25	17	2.4821	70	30	1.5643	115	42	1.3330
26	18	2.5270	71	30	1.5423	116	42	1.3215
27	18	2.4334	72	30	1.5208	117	43	1.3414
28	18	2.3465	73	30	1.5000	118	43	1.3301
29	18	2.2656	74	31	1.5291	119	43	1.3189
30	19	2.3117	75	31	1.5087	120	43	1.3079
31	19	2.2371	76	31	1.4888	121	44	1.3273
32	19	2.1672	77	32	1.5169	122	44	1.3164
33	20	2.2121	78	32	1.4974	123	44	1.3057
34	20	2.1471	79	32	1.4785	124	44	1.2951
35	20	2.0857	80	32	1.4600	125	45	1.3140
36	20	2.0278	81	33	1.4870	126	45	1.3036
37	21	2.0716	82	33	1.4689	127	45	1.2933
38	21	2.0171	83	33	1.4512	128	46	1.3117
39	21	1.9654	84	34	1.4774	129	46	1.3016
40	21	1.9162	85	34	1.4600	130	46	1.2916
41	22	1.9585	86	34	1.4430	131	46	1.2817
42	22	1.9119	87	34	1.4264	132	47	1.2996
43	22	1.8674	88	35	1.4517	133	47	1.2899
44	23	1.9079	89	35	1.4354	134	47	1.2802
45	23	1.8655	90	35	1.4194	135	47	1.2708

SHORT RATE CANCELLATION TABLE (Cont'd)

Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect
136	48%	1.2882	181	60%	1.2099	226	70%	1.1305
137	48	1.2788	182	60	1.2033	227	70	1.1255
138	48	1.2696	183	61	1.2167	228	70	1.1206
139	49	1.2867	184	61	1.2101	229	71	1.1317
140	49	1.2775	185	61	1.2035	230	71	1.1267
141	49	1.2684	186	61	1.1970	231	71	1.1219
142	49	1.2595	187	61	1.1906	232	71	1.1170
143	50	1.2762	188	62	1.2037	233	72	1.1279
144	50	1.2674	189	62	1.1974	234	72	1.1231
145	50	1.2586	190	62	1.1910	235	72	1.1183
146	50	1.2500	191	62	1.1848	236	72	1.1136
147	51	1.2663	192	63	1.1977	237	72	1.1089
148	51	1.2578	193	63	1.1914	238	73	1.1195
149	51	1.2493	194	63	1.1853	239	73	1.1149
150	52	1.2653	195	63	1.1792	240	73	1.1102
151	52	1.2569	196	63	1.1732	241	73	1.1056
152	52	1.2487	197	64	1.1858	242	74	1.1161
153	52	1.2405	198	64	1.1798	243	74	1.1115
154	53	1.2562	199	64	1.1739	244	74	1.1070
155	53	1.2481	200	64	1.1680	245	74	1.1025
156	53	1.2401	201	65	1.1804	246	74	1.0980
157	54	1.2554	202	65	1.1745	247	75	1.1083
158	54	1.2475	203	65	1.1687	248	75	1.1038
159	54	1.2396	204	65	1.1630	249	75	1.0994
160	54	1.2319	205	65	1.1573	250	75	1.0950
161	55	1.2469	206	66	1.1694	251	76	1.1052
162	55	1.2392	207	66	1.1638	252	76	1.1008
163	55	1.2316	208	66	1.1582	253	76	1.0964
164	55	1.2241	209	66	1.1526	254	76	1.0921
165	56	1.2388	210	67	1.1645	255	76	1.0878
166	56	1.2313	211	67	1.1590	256	77	1.0979
167	56	1.2240	212	67	1.1535	257	77	1.0936
168	57	1.2384	213	67	1.1481	258	77	1.0893
169	57	1.2311	214	67	1.1428	259	77	1.0851
170	57	1.2238	215	68	1.1544	260	77	1.0810
171	57	1.2167	216	68	1.1491	261	78	1.0908
172	58	1.2308	217	68	1.1438	262	78	1.0866
173	58	1.2237	218	68	1.1385	263	78	1.0825
174	58	1.2167	219	69	1.1500	264	78	1.0784
175	58	1.2097	220	69	1.1448	265	79	1.0881
176	59	1.2236	221	69	1.1396	266	79	1.0840
177	59	1.2167	222	69	1.1345	267	79	1.0800
178	59	1.2098	223	69	1.1294	268	79	1.0759
179	60	1.2235	224	70	1.1406	269	79	1.0719
180	60	1.2167	225	70	1.1356	270	80	1.0815

SHORT RATE CANCELLATION TABLE (Cont'd)

Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect
271	80%	1.0775	316	90%	1.0396	361	100%	1.0111
272	80	1.0735	317	90	1.0363	362	100	1.0083
273	80	1.0696	318	90	1.0330	363	100	1.0055
274	81	1.0790	319	90	1.0298	364	100	1.0027
275	81	1.0751	320	91	1.0380	365	100	1.0000
276	81	1.0712	321	91	1.0347			
277	81	1.0673	322	91	1.0315			
278	81	1.0635	323	91	1.0283			
279	82	1.0728	324	92	1.0364			
280	82	1.0689	325	92	1.0332			
281	82	1.0651	326	92	1.0301			
282	82	1.0614	327	92	1.0269			
283	83	1.0705	328	92	1.0238			
284	83	1.0667	329	93	1.0318			
285	83	1.0630	330	93	1.0286			
286	83	1.0593	331	93	1.0255			
287	83	1.0556	332	93	1.0224			
288	84	1.0646	333	94	1.0303			
289	84	1.0609	334	94	1.0272			
290	84	1.0572	335	94	1.0242			
291	84	1.0536	336	94	1.0211			
292	85	1.0625	337	94	1.0181			
293	85	1.0589	338	95	1.0259			
294	85	1.0553	339	95	1.0229			
295	85	1.0517	340	95	1.0198			
296	85	1.0481	341	95	1.0169			
297	86	1.0569	342	95	1.0139			
298	86	1.0534	343	96	1.0216			
299	86	1.0498	344	96	1.0186			
300	86	1.0463	345	96	1.0156			
301	86	1.0429	346	96	1.0127			
302	87	1.0515	347	97	1.0203			
303	87	1.0480	348	97	1.0174			
304	87	1.0446	349	97	1.0145			
305	87	1.0411	350	97	1.0116			
306	88	1.0497	351	97	1.0087			
307	88	1.0462	352	98	1.0162			
308	88	1.0429	353	98	1.0133			
309	88	1.0395	354	98	1.0105			
310	88	1.0361	355	98	1.0076			
311	89	1.0445	356	99	1.0150			
312	89	1.0412	357	99	1.0122			
313	89	1.0379	358	99	1.0094			
314	89	1.0346	359	99	1.0065			
315	90	1.0429	360	99	1.0038			



Motivated Youth Academy

Proposal for Insurance Services

EFFECTIVE: 07/01/26 - 07/01/27

Motivated Youth Academy

PROPOSAL SUMMARY

Coverage	Insurer	A.M. Best Rating*	Limits	Expiring Premium	Renewal Premium	Change
Policy Term				07/01/25 - 07/01/26	07/01/26 - 07/01/27	
Workers Compensation	Nova Casualty Company - Hanover	A, XV A.M Best Rating as of 7/31/25	Statutory/\$1M	\$ 8,790	\$ 9,494	8.01%
Total						
*A.M. Best Rating as of 1/1/24						
Key Exposure		Expiring	Renewal	Change		
Payroll (Workers Comp)		\$ 1,385,874	\$ 1,385,874			

Comments

Direct Bill Policies	Notices you receive from your insurer regarding past due premiums or cancellation due to non-payment of premium shall be considered notice from Marsh & McLennan Agency LLC (MMA). As a matter of general practice, MMA does not provide notice of a potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.
Claims Made Notification	Claims under this policy must be submitted by you to the insurer during the policy period, or within a specific number of days as stated in the policy, after the expiration of the policy, for coverage to apply.

Motivated Youth Academy

Marsh & McLennan Insurance Agency LLC
www.marshmma.com
 CA Insurance Lic. 0H18131

COMPENSATION DISCLOSURE

Marsh & McLennan Agency LLC dba Marsh & McLennan Insurance Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <https://mma.marshmma.com/non-us-affiliates>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. If MMA places business through an affiliated wholesale broker or managing general agent, MMA will advise the client of this at or prior to placement.
- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Medallion Program and Sponsorships** – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. MMA may also have arrangements with vendors who

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/us/compensation-guide.html>

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

We appreciate your business!

Motivated Youth Academy

OTHER COVERAGES FOR DISCUSSION

This information has been prepared using an insurance coverage checklist. These items represent some of the possible gaps or deficiencies in the coverage currently provided

PROPERTY

Unnamed Locations Coverage – Locations not scheduled on the policy, where property coverage may be necessary.

Business Income / Extra Expense – Determine adequate limits of each by use of a Business Income worksheet.

Agreed Amount / Waiver of Coinsurance – With a signed Statement of Values, coinsurance penalties can be avoided.

Building Ordinance Coverage – Sufficient Limits – Covers costs to repair and/or rebuild to current building codes including Increased Cost of Construction and Demolition.

Earthquake / Flood / Wind – Perils typically excluded from Property policy.

Blanket Limits – All locations share the blanket limit to avoid being underinsured at any given location.

Change in Temperature – Coverage provided for property that is temperature sensitive in nature. (spoilage)

INLAND MARINE

Rented Equipment – Sublimit of insurance designed to cover temporarily rented equipment.

Computer Equipment / Media – Additional coverage grant designed to specifically cover your electronic data processing equipment and software including additional expenses for data restoration.

Installation – Covers your property while on a job site while awaiting final installation and release to job owner.

Tools / Equipment – Covers your tools and equipment whether on or off premises, can also be extended to employee owned tools.

MISCELLANEOUS LIABILITY

Watercraft / Aircraft – Owned watercraft and aircraft typically excluded from the General Liability policy.

Pollution Legal Liability – Damage and costs of pollution cleanup are typically excluded or covered on a very limited basis on the General Liability policy.

Storage Tanks (above and under ground) – Separate policy is required for this coverage for Pollution Legal Liability and Cleanup.

Professional Liability / Errors & Omissions – Coverage for financial loss for which you are legally liable due to your professional services is typically excluded on the General Liability policy; separate coverage is required.

Foreign Difference in Conditions – Coverage for foreign exposures including Property, GL, Auto, Workers' Compensation.

Privacy Liability Network Security – First and Third party coverage for theft of personal information and/or security breaches.

Product Recall – Insurance that covers expenses associated with recalling a product from the market.

Trade Credit Insurance – Protects sellers of goods and services on **credit** against the risk of customer non-payment due to customer insolvency, protracted default, political events, or acts of war that prevent contract performance.

AUTOMOBILE

Drive Other Car Coverage – Extends coverage to specifically named drivers who rely solely on the Business Auto policy for coverage when they are driving vehicles not scheduled in the policy.

Hired and Non-owned Liability – Provides coverage to the Named Insured for autos used in the course of business that are not owned by the business, i.e. hired / rented temporarily or owned by employees.

Hired Auto Physical Damage – Physical Damage for a hired / rented vehicles. (verify carrier's coverage grant when vehicles are rented by someone other than "insured," such as an employee)

Loss of Use – Coverage pays for Rental company's loss of use of a vehicle rented by you if damaged.

Motivated Youth Academy

OTHER COVERAGES FOR DISCUSSION

WORKERS' COMPENSATION

Foreign Voluntary Compensation – Supplemental WC coverage when employees are outside the policy coverage territory. See Foreign DIC.

Defense Base Act – Federal Act requires employers to provide WC coverage with enhanced benefits to those employees working on military bases as defined by the Act.

U.S. Longshoremen & Harborworkers – Federal Act requires employers to provide WC coverage with enhanced benefits to those employees working on or about U.S. navigable waterways as defined by the Act.

Jones Act – Federal Act requires employers to provide WC coverage with enhanced benefits to those employees working on or about vessels as defined by the Act.

Business Travel Accident – Supplemental coverage for employees while on business travel.

EXECUTIVE RISK

Directors & Officers Liability – Provides financial protection for Directors & Officers in the event they are sued in conjunction with the performance of their duties on behalf of the company and stakeholders.

Fiduciary Liability – Liability for those accused of wrongdoing in their capacity as a fiduciary, related to ERISA plans.

Employment Practices Liability – Coverage for Wrongful Termination, Sexual Harassment, Discrimination and other Wrongful employment practices. Third Party is available.

Kidnap / Ransom – Coverage provided in the event of kidnapping, extortion and various threats against the company and its employees.

CRIME

Employee Dishonesty – Coverage for theft from the Company, committed by your Employees.

Third Party Coverage – Coverage for theft from a Client / Third Party by your Employee.

Forgery / Alteration – Additional coverage grant in the Crime policy affording coverage specifically relating to forgery or alteration.

Money & Securities – Inside & Outside Premises – Additional coverage grant in the Crime policy affording coverage specifically relating to money and securities whether on premises or in transit.

Electronic Funds Transfer – An electronic, telegraphic, cable, teletype or telephone instruction fraudulently transmitted to a Financial Institution.

Computer Fraud – Coverage for loss from damage to Money, Securities and Other Property fraudulently transferred from inside the Premises or Bank to another person or place outside the Premises or Bank.

Social Engineering - Fraudulent instructions by outside party resulting in fraudulent transfer of money.

ERISA – Coverage for theft of Money, Securities and Other Property from covered Employee Benefits Plans. Also used to satisfy ERISA bond requirements.

EXCESS LIABILITY

Explore additional limits



Marsh & McLennan Insurance Agency LLC
9171 Towne Centre Dr., Ste. 100
San Diego, CA 92122
Phone: (858) 457-3414 / (800) 321-4696
Fax: (858) 452-7530
www.MarshMMA.com

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Coversheet

Consent - Education/Student Services

Section: VIII. Consent
Item: B. Consent - Education/Student Services
Purpose: Vote
Submitted by: Gigi Lenz
Related Material:

2026-2027 MYA English Learner Master Plan - Redlined (Reviewed) - 2026.06.26.pdf
 2026-2027 MYA English Learner Master Plan - For Board Approval (Reviewed) - 2026.06.26.pdf
 Title I School and Educational Partner Compact - Redlined (Reviewed) - 2026.06.22.pdf
 Title I School and Educational Partner Compact - For Board Approval (Reviewed) - 2026.06.22.pdf
 Student and Educational Rights Holder Handbook - Redlined (Revised) - 2026.6.25 - Google Docs.pdf
 Student and Educational Rights Holder Handbook - For Board Approval (Revised) - 2026.6.25.pdf
 Pearson eDynamic Learning 2026 (Renewal).pdf

BACKGROUND:

1. Approval of 2026-2027 EL (English Learner) Master Plan (Reviewed)

The 2026–2027 English Learner (EL) Master Plan provides the framework for MY Academy's identification, instruction, assessment, monitoring, and reclassification of English Learners in accordance with the Every Student Succeeds Act (ESSA), California Education Code, California English Language Development (ELD) Standards, and the California English Learner Roadmap. The plan outlines procedures for English learner identification, ELPAC administration, English Language Development (ELD) services, reclassification criteria, supports for dually identified students receiving special education services, educational rights holder engagement, staffing requirements, and ongoing program evaluation. The annual review includes updates to ensure continued alignment with current state and federal requirements and reflects MY Academy's commitment to providing equitable access to high-quality instruction and meaningful language development opportunities for all English Learners.

2. Approval of 2026-2027 Title I School and Educational Partner Compact (Reviewed)

The School/Educational Partner Compact is an annual Title I requirement under the Every Student Succeeds Act (ESSA) and outlines the shared responsibilities of the school, educational rights holders, students, and staff in supporting student academic achievement. The compact describes MYA's commitment to providing high-quality instruction, ongoing communication, academic supports, and opportunities for meaningful family engagement, while also identifying the responsibilities of educational rights holders and students in the educational process. The proposed document includes only minor administrative updates, including changing the policy status from "Revised" to "Reviewed," with no substantive changes to the responsibilities or commitments outlined in the compact.

3. Approval of Student/Educational Rights Holder Handbook (Revised)

The Student and Educational Rights Holder Handbook is reviewed annually to ensure compliance with current federal and California education laws, Charter School requirements, and Board-

adopted policies. The handbook serves as a comprehensive resource for students and Educational Rights Holders by outlining school operations, enrollment procedures, instructional programs, attendance expectations, student rights and responsibilities, health and safety information, special population services, complaint procedures, and other required annual notifications. The 2026–2027 revisions include updates to school calendars, state-required notices, legal references, policy language, and administrative procedures to ensure the handbook remains current and aligned with applicable laws and MY Academy practices.

4. Approval of 2026-2027 eDynamic Learning Instructional Services (Renewal)

Approval of the eDynamic Learning contract renewal is recommended to continue providing high-quality, asynchronous online courses that expand access and flexibility for MYA students. This renewal covers the period from September 30, 2026, through September 29, 2027. The agreement includes course content and certified staff support, ensuring students have access to rigorous instruction in a flexible learning environment. Renewing this contract aligns with MYA's mission of offering diverse educational opportunities that support individualized learning pathways.

RECOMMENDATION:

1. It is recommended the Board approve the 2026-2027 EL (English Learner) Master Plan for Motivated Youth Academy (#1628).

Fiscal Impact: None.

2. It is recommended the Board approve the 2026-2027 Title I School and Educational Partner Compact (Reviewed) for Motivated Youth Academy (#1628).

Fiscal Impact: None.

3. It is recommended the Board approve the Student/Educational Rights Holder Handbook for Motivated Youth Academy (#1628).

Fiscal Impact: None.

4. It is recommended the Board approve the 2026-2027 eDynamic Learning Instructional Services (Renewal)

Fiscal Impact: \$3000.00



MASTER PLAN for ENGLISH LEARNERS

Motivated Youth Academy
500 La Terraza Blvd, Suite #150
Escondido, CA 92025
(619) 393-2048
info@myacademy.org

Motivated Youth Academy

Adopted: September 8, 2022

Reviewed: ~~Month Day, Year~~ September 12, 2024

Revised: ~~August 14, 2025~~

Page 1 of 24

Commitment and Purpose

Mission

Educating students through a personalized and collaborative learning approach, empowering them to lead purposeful and productive lives.

Vision

MY Academy students embrace their unique potential and are inspired to positively impact their Communities.

Goals and Objectives

The MY Academy English Learner Master Plan serves as a guide and gives an overview of the programs and resources provided for our English learners. The plan is centered around our vision, core beliefs, and goals for all students in our schools and affirms our commitment to each English learner as an individual by honoring their diversity and accelerating their English language proficiency while preparing them for the rigors of college, future careers, and becoming a productive and engaged global citizen.

The English Learner Master Plan provides a clear statement of policies related to the development, implementation, and evaluation of English learner programs and services that are required by all state and federal guidelines. These policies are based on current resources and initiatives related to the 2012 CA ELD Standards, the 2014 English Language Arts (ELA)/English Language Development (ELD) Framework and the California English Learner Roadmap and are in place in order to:

- Ensure that English learners will achieve English language proficiency as quickly as possible.
- Support the academic success of English learners by consistently providing high-quality services designed to meet their academic and linguistic needs.
- Develop cross-cultural awareness and appreciation of one's own culture and language, encourage bilingualism, and enhance the positive self-esteem of English learners.
- Embrace and encourage educational rights holder and community involvement in meeting the needs of English learners.
- Provide staff and educational rights holder training in the implementation of effective instructional programs and teaching strategies for English learners.
- Providing a process for monitoring the effectiveness of the program.

Guiding Principles of the California English Learner Roadmap

The California English Learner Roadmap will guide MY Academy to continuous improvement of the EL program over time. The Roadmap emphasizes four principles and approaches to teaching and learning that result in a more powerful, twenty-first-century education for all English learners.

Motivated Youth Academy

Adopted: September 8, 2022

Reviewed: ~~Month Day, Year~~ September 12, 2024

Revised: August 14, 2025

Principle One: Assets-Oriented and Needs-Responsive Schools

Pre-schools and schools are responsive to different English learner (EL) strengths, needs, and identities and support the socio-emotional health and development of English learners. Programs value and build upon the cultural and linguistic assets students bring to their education in safe and affirming school climates. Educators value and build strong family, community, and school Partnerships.

Principle Two: Intellectual Quality of Instruction and Meaningful Access

English learners engage in intellectually rich, developmentally appropriate learning experiences that foster high levels of English proficiency. These experiences integrate language development, literacy, and content learning, as well as provide access for comprehension and participation through native language instruction and scaffolding. English learners have meaningful access to a full standards-based and relevant curriculum and the opportunity to develop proficiency in English and other languages.

Principle Three: System Conditions that Support Effectiveness

Each level of the school system (state, county, district, school, pre-school) has leaders and educators who are knowledgeable of and responsive to the strengths and needs of English learners and their communities and who utilize valid assessment and other data systems that inform instruction and continuous improvement. Each level of the system provides resources and tiered support to ensure strong programs and build the capacity of learning facilitators and staff to leverage the strengths and meet the needs of English learners.

Principle Four: Alignment and Articulation Within and Across Systems

English learners experience a coherent, articulated, and aligned set of practices and pathways across grade levels and educational segments, beginning with a strong foundation in early childhood and appropriate identification of strengths and needs and continuing through to reclassification, graduation, higher education, and career opportunities. These pathways foster the skills, language(s), literacy, and knowledge students need for college- and career-readiness and participation in a global, diverse, multilingual, twenty-first-century world through Integrated ELD.

For additional information, visit the [CDE English Learner Roadmap web page](#).

MY Academy EL Population

MY Academy serves a student population of TK through grade 12. Our English Learners make up approximately 14.7%. There are 8 different languages spoken by MY Academy EL students, with most of the EL students' primary language being Spanish.

Responding to Diverse Learners

Identification of English Learner Students

Federal Law mandates that all students in K–12, upon first enrollment in a California public school, the Local Education Agency (LEA) uses a standardized procedure to determine a student's primary Language.

Home Language Survey

This procedure begins with a home language survey (HLS), which is completed once by the educational rights holder or guardian at the time the student is initially enrolled in a California public school. The HLS is used as the primary screener to identify if the student uses a primary language other than English. If at least one of the first three questions on the HLS is answered with a language "other than English", the assessment process to determine English language fluency begins. This process includes testing the student's English proficiency with the state-adopted English language proficiency assessment, English Language Proficiency Assessments for California (ELPAC). The initial assessment will be administered within thirty (30) calendar days of enrollment. In cases where educational rights holders answer 'English' to all questions on the HLS, but educators notice the student using another language, this student may be assessed on the initial ELPAC so the school provides the child's civil right to access education. Educational rights holders and school personnel should work collaboratively to identify if the child is or is not an English learner.

The HLS should not be readministered yearly or readministered if a student enrolls in a new LEA. If the HLS is completed in error, the educational rights holder or guardian may make a request to change it prior to the assessment. However, once a student is identified as an EL on the basis of the results of the Initial ELPAC and the student has been administered the Summative ELPAC, changing the HLS will not change the student's identification. While cumulative student records are in transit for a student transferring from another California School District, the California Longitudinal Pupil Achievement Data System (CALPADS) shall be used to determine whether a student has a history of being an English Language Learner. If a student has a history of being an English Learner, the student will be given an annual Summative ELPAC assessment during the February 1st through May 31st test window.

ELPAC Assessment

For California's public school students, the English Language Proficiency Assessment for California (ELPAC) is the required state test for English Language Proficiency (ELP) that must be given to students whose primary language is not English, as determined by the HLS or learning facilitator observation. State law (California Education Code [EC] sections 313 and 60810) and federal law (Titles I and III of the Every Student Succeeds Act [ESSA], the reauthorization of the Elementary and Secondary Education Act [ESEA]) require that LEAs administer a state test of English language

proficiency (ELP) and develop an English Learner Progress Indicator (ELPI) for (1) newly enrolled students in grades K-12 whose primary language is not English, as an initial assessment; and (2) students who are English Learners (ELs) as a summative assessment. ELPAC results are not used to measure academic achievement. There is no opt-out option for the ELPAC for eligible students. State and federal laws require that all English learner students be assessed annually on the state English language proficiency assessment until reclassified as fluent English proficient.

Once tests are scored by the testing agency, individual student score reports (SSRs) are loaded directly to both the educational rights holder and student portals of the school's student information system from the Test Operation Management System. Once scores are received, educational rights holders will also be informed of test results within 30 calendar days from the first day of the current school year via email. If some or all SSRs are received after the last day of instruction for the school year, educational rights holders will receive the SSR within 15 working days at the start of the next school year. Educational rights holders are notified of results in writing in a language they can understand (or orally if they are unable to understand written communication). Educational rights holders will also be notified in any language of which 15% or more of the student population speaks in common. Additionally, each student's test results are uploaded to the charter's student information system, as well as recorded in our database, Ellevation, and on the English Language Master Tracking Sheet. When a student withdraws from MY Academy Charter School, a list of the student's test results will be printed from the student information system and included in the student's requested cumulative file.

Initial ELPAC Assessment

The Initial ELPAC aims to identify students who are ELs or are initial fluent English proficient (IFEP). All students in kindergarten through grade twelve (K–12), ages three through twenty-one, whose primary language is a language other than English must take the Initial ELPAC within 30 calendar days after they are first enrolled in a California public school or 60 calendar days prior to instruction, but not before July 1, per ELPAC regulations.

The Initial ELPAC window is from July 1, 2025, to June 30, 2026. The Initial ELPAC measures the ELP in the four language domains of listening, speaking, reading, and writing and identifies students as beginning either fluent in English (IFEP) or an English Learner (Intermediate or Novice).

The Initial Alternate ELPAC is administered as an initial assessment to newly enrolled students with the most significant cognitive disabilities whose IEP team determined they are eligible for alternate assessments and have a language other than English, as indicated on a home language survey.

Initial ELPAC and Alternate Initial ELPAC Student Score Reports

The official score for the Initial ELPAC and the Alternate Initial ELPAC is produced once the LEA has

entered and locked in the student's raw scores into the state assessment system. Individual student Initial ELPAC results include:

1. An Overall performance level and scale score which will indicate which of the three performance levels the student achieved: IFEP, Intermediate EL, and Novice EL.

Initial Fluent English Proficient (IFEP)

Students at this level have well-developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways appropriate to different tasks, purposes, and audiences in various social and academic contexts.

Intermediate English Learner

Students at this level have somewhat developed to moderately developed oral (listening and speaking) and written (reading and writing) skills. This level captures a broad range of English learners, from those who can use English only to meet immediate communication needs to those who can, at times, use English to learn and communicate in meaningful ways on a range of topics and content areas.

Novice English Learner

Students at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts. They need substantial linguistic support to communicate on less familiar tasks and topics.

2. A performance level for each composite tested (Oral and Written Language) is well-developed, somewhat to moderately developed, and minimally developed.

The initial ELPAC results are used to identify ELs who need to develop their listening, speaking, reading, and writing skills in English. This information, used with other local assessments, assists LEAs and schools when making placement decisions for new students who are identified as ELs. The initial ELPAC results are also used to identify students who are IFEP and are able to participate in the regular (core) academic program without further English language support.

More information for families and staff can be found at <https://www.caaspp-elpac.org> or the California Department of Education: Parent Guides to Understanding at <https://www.cde.ca.gov/ta/tg/ca/parentguidetounderstand.asp>.

Summative ELPAC Assessment

The Summative ELPAC is given only to students who have previously been identified as English Learners based upon Initial ELPAC results. The Summative ELPAC is aligned with the 2012 California English Language Development Standards, measuring the English Language Proficiency (ELP) and how well a student is progressing with English development in each of the four domains: Listening, Speaking, Reading, and Writing.

The Summative Alternate ELPAC is a summative assessment for EL students with the most significant cognitive disabilities whose IEP team determined they are eligible for alternate assessments. This assessment must be administered annually to eligible students until they are reclassified as fluent English proficient.

This information is used to assist LEAs and schools in the ongoing process of program monitoring and evaluation. And to help determine if a student is ready to be reclassified. The Summative ELPAC and the Summative Alternate ELPAC must be given annually to students identified as ELs until they are reclassified to Fluent English Proficient (RFEP). The Summative ELPAC administration window is open from February 1 through May 31.

Summative ELPAC Student Score Reports

The official score for the Summative ELPAC is produced by the test contractor. The Summative ELPAC report includes the following information:

- An overall performance level and scale score
- A performance level and scale score for each composite tested (Oral and Written Language)
- A performance level for each domain tested (Listening, Speaking, Reading, and Writing)

Scale score ranges for each of the four performance levels are identified for Overall, Oral Language, and Written Language for all grades tested. These ranges incorporate the performance level cut scores approved by the State Board of Education (SBE). Descriptors are:

Level 4: Well Developed

English Learners at this level have well-developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways appropriate to different tasks, purposes, and audiences in various social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Bridging” proficiency level as described in the 2012 California English Language Development Standards, Kindergarten Through Grade 12 (2012 CA ELD Standards).

Level 3: Moderately Developed

English Learners at this level have moderately developed oral (listening and speaking) and written (reading and writing) skills. They can sometimes use English to learn and communicate meaningfully in various topics and content areas. They need light-to-minimal linguistic support to engage in familiar social and academic contexts; they need moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Expanding” proficiency level through the lower range of the “Bridging” proficiency level as described in the 2012 CA ELD Standards.

Level 2: Somewhat Developed

English Learners at this level have somewhat developed oral (listening and speaking) and written (reading and writing) skills. They can use English to meet immediate communication needs but often are not able to use English to learn and communicate on topics and content areas. They need moderate-to-light linguistic support to engage in familiar social and academic contexts; they need substantial-to-moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the low- to mid-range of the “Expanding” proficiency level as described in the 2012 CA ELD Standards.

Level 1: Minimally Developed

English Learners at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts and to communicate on less familiar tasks and topics. This test performance level corresponds to the “Emerging” proficiency level as described in the 2012 CA ELD Standards.

The Summative Alternate ELPAC Student Score Report

Level 3: Fluent English Proficient

English learners at this level have sufficient English language proficiency (ELP). They may need occasional linguistic support to enable them to access adapted grade-level content in English.

Level 2: Intermediate English Learner

English learners at this level have moderate ELP. They may need frequent linguistic support to enable them to access adapted grade-level content in English.

Level 1: Novice English Learner

English learners at this level have minimal ELP. They need substantial linguistic support to enable them to access adapted grade-level content in English.

Reclassification

California Education Code (EC) Section 313 and the California Code of Regulations (5CCR) Section 11308 require that each English Learner who 1) has demonstrated English language proficiency comparable to that of the average native English speaker and 2) who can participate effectively in a curriculum designed for pupils of the same age whose native language is English be Reclassified Fluent English Proficient (RFEP). MY Academy Charter School recognizes the importance and irreversibility of this item and has established the following criteria and process to fully address this obligation. Once a student has demonstrated that he/she is ready to participate fully in all English instruction without special support services, the student is ready for reclassification.

Reclassification Criteria

MY Academy Charter School uses the following criteria to reclassify EL students to RFEP status, as set forth in EC Section 313 and Title 5 California of Regulations (5 CCR) Section 11303:

1. Summative ELPAC Overall Score of 4 (score of 3 needed for the Summative Alternate ELPAC)
2. Learning Facilitator Evaluation by use of the Observation Protocol for Learning Facilitators of English Learners (OPTTEL)
3. Educational rights holder Consultation by use of the OPTTEL Parent Consultation Form
4. Evaluation of basic skills relative to the average performance of native English speakers of the same age, based on locally established empirical benchmarks.

Reclassification Process

Reclassification is the culmination of an EL student' s participation in the program for English Learners and is conducted each year when the charter receives ELPAC score reports.

Based on the above reclassification criteria, if a student is deemed to qualify for reclassification, a letter will be drafted by the administration. The letter will include all data pertinent to the reclassification. Once the administration and the educational rights holder of the student have signed the form, the reclassification will take place. The language acquisition status of the student will be updated in the student information system, Ellevation, on the EL Master Tracking Spreadsheet, and ultimately in the state reporting system (CALPADS). Additionally, all learning facilitators associated with the student will be informed of the reclassification.

English Learners in Special Education

In accordance with the ED guidance issued in July 2014, the ED requires that all ELs with disabilities, or dually identified students, participate in the state's ELP assessment. Federal law requires that all ELs with disabilities participate in the state ELP assessment in the following ways, as determined by the IEP team:

- In the regular state ELP assessment without universal tools, designated supports, and accommodations
- In the regular state ELP assessment with universal tools, designated supports, and accommodations determined by the IEP team or Section 504 team
- In an alternate assessment aligned with the state's ELD standards, if the IEP team determines that the student is unable to participate in the regular ELP assessment with or without universal tools, designated supports, and accommodations.

Role of the IEP Team

The IEP team is an essential component in establishing the appropriate academic and functional goals, determining the specifically designed instructional program to meet the unique needs of all ELs with disabilities, and making decisions about how students can participate in the state ELP assessment. In accordance with the new ED guidance, the IEP team is responsible for:

- Making decisions about the content of a student's IEP, including whether a student must take a regular state assessment (in this case, the ELPAC assessment), with or without appropriate universal tools, designated supports and/or accommodations, or an alternate assessment in lieu of the regular ELPAC assessment (ED, July 2014, FAQ #4). Students with disabilities who cannot take one or more domains of the ELPAC with approved accessibility resources are eligible for a domain exemption. A domain exemption may be used if an English learner has a disability that precludes assessment of the student in one or more domains of the English language proficiency assessment such that there are no appropriate accommodations for the affected domain(s). This use of a domain exemption(s) must be identified in the student's individualized educational program (IEP) or Section 504 plan. For a student to be assigned an Overall score, the student will need to be assessed in all domains to receive a student score report.
- Developing an IEP for each student with a disability, including each EL with a disability, at an IEP team meeting, which includes school officials and the child's educational rights holders. The Individuals with Disabilities Education Act (IDEA) regulation in the Code of Federal Regulations, Title 34, (34 CFR) Section 300.321(a) specifies the participants to be included on each child's IEP team. It is essential that IEP teams for ELs with disabilities include persons with expertise in English language acquisition. (ED, July 2014, FAQ #5).
- Ensuring that ELs' educational rights holders understand and are able to meaningfully participate in IEP team meetings at which the child's participation in the annual state ELP assessment is discussed. If an educational rights holder whose primary language is other than English is participating in IEP meetings, the IDEA regulations require each public agency to take whatever action necessary to ensure that the educational rights holder understands the proceedings of the IEP team meeting, including arranging for an interpreter (34 CFR Section 300.322[e]). When educational rights holders themselves are ELs, Title VI of the Civil Rights Act of 1964 also requires that the LEA effectively communicate with educational rights holders

in a manner and form they can understand, such as by providing free interpretation and/or translation services (ED, July 2014, FAQ #6).

IEP teams will ensure that each English Learner receives appropriate services to develop English proficiency and have equitable access to the full curriculum. Each English Learner's IEP shall include linguistically appropriate goals and objectives based on the student's English proficiency level and the ELD standards. Such goals and objectives will fully address ELD and core content instruction. Each IEP shall also clearly delineate the person(s) and/or programs responsible for providing each instructional service. A parental exception waiver is not required for an English Learner whose IEP indicates that instructional services will be provided through an Alternative Program.

Special Education: Assessment

Students whose initial Home Language Survey indicates that a language other than English is spoken will be assessed on the ELPAC test within the first 30 days of school. ELPAC testing is considered to be one of the state's standardized tests; therefore, accommodations/modifications provided in the IEP for any standardized test will apply. SPED students with an existing EL classification will be assessed annually. If the IEP team determines that a student will participate in the California Alternate Assessment (CAA), the team must also determine whether the student qualifies for the Alternate ELPAC.

Special Education: Classification

Students who are classified as English Learners MUST have their ELD needs addressed as part of their Individualized Education Program (IEP). Students who have been reclassified as Fluent English Proficient (RFEP) or who were initially identified as Initially Fluent English Proficient (IFEP) are not considered English Learners for the purpose of the IEP. Their progress is still monitored, but ELD does not need to be addressed on the IEP.

Special Education Reclassification for Dually Identified Students

In some cases, an IEP team may find that it is the disability that interferes with a dually identified student's ability to demonstrate English fluency due to Communication Disorders and/or Cognitive Disabilities. In these cases, the IEP team assesses student progress and considers reclassification of the student to RFEP status.

The IEP team may be designated to make reclassification decisions as long as team members utilize state reclassification criteria and apply those criteria to students with disabilities according to state guidelines. IEP teams may not modify Criterion 1 for reclassification, which requires meeting the SBE-adopted Overall PL 4 on the Summative ELPAC or PL 3 on the Summative Alternate ELPAC. This allows for all students to be held to a consistent and rigorous standard in demonstrating ELP in order to be exited from EL services.

Ideally, this should be done as early as possible, as soon as one to two summative test administrations, or as soon as there is reasonable evidence that it is a student's disability that prohibits English Language Acquisition.

If the recommendation for reclassification is taking place as part of the student's initial IEP or annual review, then the IEP Team Reclassification Determination Worksheet is to be completed, along with all other pages of the IEP to reflect the recommendation that the student is to be reclassified as RFEP (Reclassified Fluent English Proficient). If the recommendation for reclassification occurs between annual reviews, then in addition to completing the IEP Team Reclassification Determination Worksheet, an IEP Amendment meeting and form must also be completed. Because this is an IEP team recommendation, the educational rights holders, the EL Assessment Coordinator, and all applicable staff should be a part of the reclassification meeting and decision. If the team decides to reclassify the student as RFEP, the EL Assessment Coordinator will include a copy of the IEP Team Reclassification Determination Worksheet in the student's file. The EL Assessment Coordinator will then follow the regular reclassification process to update the student's English Language Acquisition Status and notify all parties involved. If the reclassification is not agreed upon, the IEP team must ensure that the IEP continues to address the needs of the student who remains classified as an English learning Student.

ELD Program Options

Personalized English Language Mainstream Program

English Learners in MY Academy participate in an English Language Mainstream Program. This instructional program is designed to promote the acquisition of high levels of English language proficiency and access to the core curriculum. In the mainstream English program, English is the language of instruction for all subjects with no primary language support. Students in an English Language Mainstream Program will be supported by their instructors through the use of SDAIE strategies. Students may also be concurrently enrolled in an ELD support class. English Learners in the English Language Mainstream Program will receive ELD instruction until they are reclassified as English proficient. In the English Language Mainstream Program of MY Academy:

- Core instruction in language arts, math, science, and social science is taught in English using charter-approved curriculum and SDAIE methodology
- English Language Learners receive both integrated and designated ELD instruction which addresses the ELD standards in listening, speaking, reading and writing.
- Learning facilitators working with EL students will be appropriately authorized, i.e., CLAD or equivalent.

Educational Rights Holder Notification of Programs

All educational rights holders of English Learners, regardless of proficiency, must be notified at initial enrollment and annually, in writing, of program placement of their children and must also be provided with a description of our program, including educational materials used in this program and their entitlement to request a waiver. The information must be provided in a language the educational rights holders understand within 30 days of enrollment.

Staffing

Staffing Authorizations

Under the management of the Director of Human Resources, MY Academy takes an active role in the recruitment and staffing of authorized personnel for all English Learner programs and makes it a priority to hire CLAD or equivalent learning facilitators. Learning facilitators providing instruction in a Mainstream English Program shall be authorized to provide appropriate core content and ELD instruction. This is achieved via a CLAD or equivalent authorization.

Learning facilitators who are not currently authorized but who are working with English Learners, shall be required to sign a memorandum of understanding stipulating that they will be actively participating in professional development designed to secure appropriate authorization within two years. The HR Department will then monitor attendance at professional development activities to ensure that such learning facilitators remain on track to complete the necessary training for their authorizations.

Access to Core Curriculum

All English learners are provided quality, standards-based, rigorous curriculum and instruction in all CORE content areas as well as Advanced Placement courses, enrichment classes, and college and career programs. Integrated ELD instruction and strategies are consistently implemented to meet the individual needs of each English learner.

Specially Designed Academic Instruction in English (SDAIE)

SDAIE is a methodology used to make subject area content, delivered in English, comprehensible in order to meet the needs of limited-English-proficient pupils. Academic instruction through English is modified to meet the student's level of language proficiency. Learning facilitators use specialized strategies that enable students to understand, participate in, and access the core curriculum. (EC 44253.2[b]).

English as the Language of Instruction

In accordance with California Education Code Section 305, all students in California public schools, including those enrolled in independent study programs, must be taught in English for all core academic areas. This is to include, but not limited to, English Language Arts, Math, History, and Science. This requirement ensures that all students, including English Learners, receive equitable access to instruction that promotes English language proficiency and academic success.

To meet this requirement:

- Instruction in all subjects will be provided in English, including synchronous and asynchronous components of the independent study program.
- Participation in synchronous and/or asynchronous instruction for all core academic areas in English is mandatory for all English Learner students, regardless of their English Learner status or participation in an ELD program, as this is essential for meaningful interaction and mastery of academic content.
- Opting out of this instruction is not permitted, as it is integral to ensuring compliance with state law and the successful implementation of MY Academy's academic program.

This policy ensures that MY Academy upholds the legal and educational responsibilities to all students, fostering an environment where English language acquisition and academic achievement are prioritized.

English Language Development

English Language Development (ELD) Standards

MY Academy's English Language Development program is grounded in research and aligned to the 2014 California State ELA/ELD Framework. The ELA/ELD Framework helps define how the California English Language Arts and English Language Development standards will be taught and assessed. Both sets of standards represent the skills, knowledge, and abilities English learners must possess in order to become 21st Century and College and Career Ready and describe what students should know and be able to do at each of the five levels of English proficiency. MY Academy is committed to implementing the ELA/ELD Framework, the California State Standards, and English Language Development Standards through its adopted ELA/ELD programs. As stated in the ELA/ELD Framework Executive Summary: "The purpose of ELD instruction is to amplify (magnify and make clear) areas of English language development that are crucial for academic learning. The standards emphasize language learning as a social process and language itself as a complex and dynamic meaning-making resource. The standards help learning facilitators support EL students to interact meaningfully with others and complex texts, engage in and learn through intellectually challenging

Motivated Youth Academy

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Page 14 of 24

tasks across the content areas, develop academic English, and develop awareness about how English works so that they can use it intentionally and purposefully.”

The California ELD standards are organized into three parts.

Part 1: Interacting in Meaningful Ways

English learners participate in meaningful and intellectually challenging tasks in three ways:

- Collaboratively, by communicating with others about social and academic topics.
- Interpretively, by understanding written and spoken information.
- Productively, by writing or presenting to explain ideas and information.

Part II: Learning About How English Works

English learners comprehend and produce academic texts in various content areas.

- English learners use language to create organized texts, expand and enrich ideas, and connect and condense ideas.

Part III: Using Foundational Literacy Skills.

This section emphasizes how all learning facilitators play a crucial role in developing the literacy of ELs.

- English learners at all grades require specialized instruction to learn foundational literacy skills based on their age, previous literacy, and educational experiences

The CA ELD Standards are aligned to the CA CCSS for ELA/Literacy as they magnify and make clear areas of English language development that are crucial for academic learning. The standards emphasize language learning as a social process and language itself as a complex and dynamic meaning-making resource. They promote the notion of supporting English Learners to develop awareness that different languages and variations of English exist and that their home languages and cultures are valuable resources in their own right and useful for building proficiency in English.

Key Themes of ELA/Literacy and ELD Instruction

Meaning Making

Meaning making is at the heart of ELA/literacy and ELD instruction. It is the central purpose for interacting with text, producing text, engaging in research, participating in discussion, and giving presentations. It is the reason for learning foundational skills and for expanding language. Meaning making includes literal understanding but is not confined to it at any grade or with any student. Inference making and critical reading, writing, and listening are given substantial and explicit attention in every discipline. Among the contributors to meaning making are language, knowledge, motivation, and, in the case of reading and writing, the ability to recognize printed words and use the alphabetic code to express ideas.

Language Development

Language is the cornerstone of literacy and learning. It is with and through language that students learn, think, and express information, ideas, perspectives, and questions. The strands of the CA CCSS for ELA/ Literacy—Reading, Writing, Speaking and Listening, and Language—all have language at the core, as do the parts of the CA ELD Standards—Interacting in Meaningful Ways, Learning About How English Works, and Using Foundational Literacy Skills. Students enrich their language as they read, write, speak, listen, interact, and learn about language. The foundational skills provide access to written language.

Effective Expression

Each strand of the CA CCSS for ELA/Literacy and each part of the CA ELD Standards includes attention to effective expression. Students learn to examine the author's craft as they read, analyzing how authors use language, text structure, and images to convey information, influence their readers, and evoke responses. Students learn to effectively express themselves as writers, discussion partners, and presenters, and they use digital media and visual displays to enhance their expression. They gain command over written and spoken English conventions, and they learn to communicate in ways appropriate for the context and task.

Content Knowledge

Content knowledge is a powerful contributor to the comprehension of text. It also undergirds the ability to write effective opinions/arguments, narratives, and explanatory/informational text, engage in meaningful discussions; and present ideas and information to others. It contributes significantly to language development, and it is fundamental to learning about how English works. Both sets of standards ensure that students can learn from informational texts and can share their knowledge as writers and speakers. An organized independent reading program contributes to knowledge. Content knowledge has a powerful reciprocal relationship with the development of literacy and language.

Foundational Skills

Acquisition of the foundational skills enables students to independently read and use written language to learn about the world and themselves, experience extraordinary and diverse works of literary fiction and nonfiction, and share their knowledge, ideas, stories, and perspectives with others. Students who know how to decode and develop automaticity with an increasing number of words are best positioned to make significant strides in meaning making, language development, effective expression, and content knowledge. At the same time, attention to those themes provides the very reason for learning about the alphabetic code and propels progress in the foundational skills.

Charter schools enrolling English Learners have a dual obligation, as do all LEAs, to provide a program for EL students designed to overcome language barriers and provide access to the core curriculum (Castañeda v. Pickard 648 F.2d 989, [5th Cir. 1981]). The CDE recognizes that both

services, including classified ELD, must be an integral part of a comprehensive program for every English Learner.

The ability to read, write, and communicate with competence and confidence in English across a range of personal and academic contexts expands students' opportunities for career and college success, full and wise participation in a democratic society and global economy, and achievement of their personal aspirations. Moreover, literacy and language skills provide individuals with access to extraordinary and powerful literature that widens perspectives, illuminates the human experience, and deepens understandings of self and others.

Designated English Language Development

MY Academy's English language development program is designed to support the academic success and reclassification of English learners. The learning facilitator implements techniques, methodology, and supplemental curriculum designated to teach ELs explicitly about the English language, academic vocabulary, and develop their English language proficiency in all four language domains: speaking, listening, reading, and writing. MY Academy will create a personalized ELD instruction pathway geared to the student's level of English proficiency.

Designated ELD instruction and individual academic support are provided to English learners during dedicated times each week. Students are grouped for designated ELD by their English language proficiency levels (Emerging, Expanding, Bridging). However, the three levels of language proficiency are not static but rather represent a continuum of language learning and decisions about grouping will be made in the student's best interest. Learning facilitators use the student's production and interpretation of the English language to choose appropriate learning supports, inform instructional decisions, and keep track of academic progress.

Instructional Materials to Support the CA CCSS for ELA/Literacy and CA ELD Standards

The Designated ELD curriculum and materials were chosen specifically to address the varied cultural and language backgrounds our English learners possess, enabling learners and educators to celebrate their own cultures and everyday lived experiences while also learning about those of others. It includes authentic content from around the world to develop the student's understanding of different cultures and viewpoints of others around the globe.

The State Board of Education adopts instructional materials for use by students in kindergarten through grade eight. LEAs- school districts, charter schools, and county offices of education- ARE NOT required to purchase state-adopted instructional materials according to EC Section 60210(a). If an LEA chooses to use non-adopted materials, it has the responsibility to adopt materials that best meet the needs of its students and to conduct its own evaluation of instructional materials. The review must include a majority of classroom learning facilitators from that content area or grade-level ED

Section 60210(c). EC Section 60002 requires the LEA to promote the involvement of educational rights holders and other members of the community in the selection of instructional materials, in addition to learning facilitator involvement.

Professional Learning

Professional Development

MY Academy provides ongoing professional development opportunities to all learning facilitators and staff working with English Learners. The goal of this training is to help educators acquire specific skills needed to work with English Learners in the areas of ELD instruction, comprehensible core content instruction, program designs, curriculum expectations, and processes and services for English Learners. Training should also focus on multiculturalism and up-to-date research and pedagogy for English Learners to receive equitable and accessible support and opportunities to achieve and reach their goals.

Staff development opportunities include, but are not limited to, the following:

- ELD Standards
- ELPAC assessment and identification levels
- ELD strategies and instruction
- SDAIE strategies and instruction
- Differentiated instruction
- Ellevation Database Training
- Shared Best Practices

To ensure that all staff working with educational rights holders of EL students are appropriately trained, training participation and completion are documented.

Family & School Partnerships

MY Academy seeks to promote positive collaboration between educational rights holders and the school by promoting open communication and developing a working partnership between educational rights holders and the schools to provide equal access to education for all students. Educational rights holders of English Learners (EL) are encouraged to participate in their children's education and be active in assisting their children in attaining English proficiency, achieving academically at high levels, and meeting state standards. Educational rights holders are given information about the English Learner Advisory Committee (ELAC) and are encouraged to participate.

English Learner Advisory Committee (ELAC)

An English Learner Advisory Committee is a school-level committee composed of educational rights holders, staff, and community members designated to advise school officials on English learner programs and services and is required for any California public school with 21 or more English Learners. The ELAC shall be responsible for the following tasks:

- Advising the principal and staff in the development of a site plan for English learners.
- Assisting in the development of the schoolwide needs assessment.
- Ways to make educational rights holders aware of the importance of regular school attendance.
- Assisting in the evaluation of the English Learner Master Plan.
- Each ELAC shall have the opportunity to select at least one member to the District English Learner Advisory Committee (DELAC). Districts with 31 or more ELACs may use a system of proportional or regional representation. Educational rights holders of English Learners shall constitute at least the same percentage of the ELAC membership as their children represent the student body. The educational rights holders of English Learners shall elect the educational rights holder members of ELAC. Educational rights holders of English Learners shall be provided the opportunity to vote in the election. ELAC members shall receive training materials and training that will assist them in carrying out their required advisory responsibilities. Training shall be planned in full consultation with committee members, and funds from appropriate resources may be used to meet the costs of providing the training including costs associated with the attendance of members at training sessions. ELAC meeting agendas will be posted on the school website.

ELAC Membership

All educational rights holders of ELs and recently RFEPed students (within the academic school year) have an opportunity to participate as members of the committee. Members receive training and materials to assist members in carrying out their legal responsibilities in alignment with California Education Code, sections 35147, 52176(b) and (c), 62002.5, and 64001(a) and California Code of Regulations, Title 5, Section 11308.

The ELAC is composed of the following:

- Principal or designee
- Educational rights holders of EL and students redesignated (RFEP) within the academic school year.
- School staff

Assessment and Student Program Monitoring

Accountability and Evaluation

California has been working for the past several years to improve education at the state level. The goal is to increase the academic achievement of all students by creating a coordinated system through the use of content and performance standards. In response to statewide accountability reform, MY Academy provides clearly defined standards and expectations for student learning. It has a primary goal that all students will meet the charter's academic content and performance standards.

Through the MY Academy assessment program, the assessment and accountability department carefully considers what students are asked to do, how student performance is evaluated, and how evaluation results are used. The assessment program is responsive to the developmental differences, linguistic differences, and special needs of English Learners. Through multiple forms of assessment, MY Academy is able to determine to what degree English Learners are achieving English proficiency and meeting academic achievement goals.

MY Academy's assessment practices with respect to English Learners are designed to:

- Assess and monitor language development by time in the program
- Assess academic achievement in meeting grade level core standards
- Assess progress of ELs achieving ELD grade level standards
- Ensure learning opportunities in reading and writing are provided
- Monitor that targeted interventions are working

Assessment data is compiled, analyzed and reported by MY Academy's leads and Data and Assessment Department. Their reports are then analyzed by the school leadership team, to produce a set of suggested program modifications, which are then shared with the Board of Directors, learning facilitators, and EL educational rights holders for additional input and approval. MY Academy annually determines the number and percentage of EL students who have become RFEP through ongoing uploads of information to CALPADS. CALPADS reports the actual count of EL, IFEP, and RFEP students during the calendar year as well as the number of learning facilitators providing and authorized to provide appropriate instruction for English Learners.

Monitoring of Long-Term English Learners

Long-term English Learners (LTEL) are defined as students who are in grades 6 to 12, have been enrolled in U.S. schools for more than six years, have remained at the same level of English for two or more years as measured by the state's annual proficiency exam, and have scored "standard not Met" or "standard nearly met" on the CAASPP ELA assessment.

ELs with little or no English proficiency need more time than native-English speakers to meet grade-level benchmarks in English and state-mandated testing targets. Schools must monitor student progress to ensure that additional and appropriate learning opportunities are provided in English language development and in reading, writing, and other academic content areas in order to close the achievement gap.

Benchmark assessments, course grades, and the CAASPP assessments, along with the number of years a student has been classified as an EL student, are used to determine if a student is making the appropriate movement toward becoming RFEP.

If, despite the implementation of school-wide interventions and supports, a student is still not making “adequate progress”, the school will hold a Student Study Team meeting to discuss the lack of progress. The SST team will plan further evaluation and intervention to support students who are not meeting interim benchmarks. Interventions will be noted and filed on the EL Master Tracking Spreadsheet, in their cumulative folder, and/or in a collaborative Google document. Additionally, educational rights holders will be notified annually if their student is at risk of becoming an LTEL or has been classified as an LTEL.

Meeting the Needs of Long-Term English Learners

The National Education Association’s Publication: Meeting the Unique Needs of Long-Term English Language Learners, A Guide for Educators provides valuable research-based information and best practices to guide schools and LEAs in supporting students at risk for becoming Long Term English Learners (LTEL).

Elementary School Strategies and Programs that Prevent the Creation of Long-Term English Language Learners:

The trajectory of a Long Term English Language Learner begins in elementary school. Taking the necessary steps early enough can help prevent an entire new generation of long-term ELL students. Successful elementary school programs offer high-quality language development programs and strategies that are consistent across grade levels.

- English Language Development/English as a Second Language: Dedicated, daily, and standards-based ELD/ESL programs address the specific needs of students at each fluency level and support instruction with quality materials that focus on all four language domains—with a major emphasis on building a strong oral language foundation; using language for interaction and meaning-making; and developing complex, precise, and academic language.
- Home language development: Programs that develop students’ home language (oral and literacy) to threshold levels are a strong foundation for developing English literacy and academic success (at least through third grade, more powerfully through fifth grade, and

optimally, ongoing throughout a student's education). Teaching students to read in their first language promotes higher levels of reading achievement in English and provides students with the benefits of bilingualism.

- Use curriculum, instruction, and strategies. Use resources that promote transfer between English and the home language.
- Enriched oral language development: Emphasize oral language throughout the curriculum.
- Modified instructional strategies and supplemental materials provide access to academic content.
- Program coherence and consistency: Provide coherence and consistency of program across grades, including, wherever possible, articulation and alignment with preschool.
- High-quality literature: Provide students/LTEs with exposure to high-quality literature and complex and expressive language.

Seven Basic Principles for Meeting the Needs of Middle and High School LTEs

Seven basic principles lie at the heart of successfully educating middle and high school Long Term English Language Learners:

1. Urgency: Focus urgently on accelerating LTE progress towards attaining English proficiency and closing academic gaps.
2. Distinct needs: Recognize that the needs of LTEs are distinct and cannot adequately be addressed within a "struggling reader" paradigm or a generic "English Language Learner" approach, but require an explicit LTE approach.
3. Language, literacy, and academics: Provide LTEs with language development, literacy development, and a program that addresses the academic gaps they have accrued.
4. Home language: Affirm the crucial role of home language in a student's life and learning, and provide home language development whenever possible.
5. Three R's: rigor, relevance, and relationships: Provide LTEs with rigorous and relevant curriculum and relationships with supportive adults (along with the supports to succeed).
6. Integration: End the ESL ghetto, cease the sink-or-swim approach, and provide maximum integration without sacrificing access to LTE supports.
7. Active engagement: Invite, support, and insist that LTEs become active participants in their own education.

Instructional Support System

The Charter School is committed to closing the achievement gap for all students, including English Learners. The Instructional Support System for English Learners is a part of the standards-based system of instruction, assessment, monitoring, and evaluation provided for all students.

The Instructional Support System for English Learners is designed to provide the mechanisms for recording EL achievement, detecting academic deficits, and monitoring the effectiveness of interventions.

To ensure all students will catch up to their grade-level peers, we have the following essential elements:

1. All English Learners are held to the same Charter-adopted curriculum and performance standards in the core curricular areas as all other students.
2. All English Learners participate in a program of curriculum and instruction that is aligned to state content standards and designed to reduce all language barriers. The English Learner program is designed to ensure that participating EL students acquire English and learn grade-level academic content simultaneously and to the greatest extent possible. Components of this program include ELD, grade-level core curriculum, and assessment.
3. The Instructional Support System for English Learners includes an assessment and reporting process of student academic achievement for all students, including English Learners. The use of multiple measures, the disaggregating of student achievement data, and the regular reporting of student achievement data are integral components of the Charter assessment and reporting process and are recorded in the Ellevation platform.
4. The performance of EL and RFEP students is monitored:
 - a. Students identified in need of interventions are provided the appropriate intervention aimed at filling in gaps in content knowledge so that ELs can gain full access to grade-level core content instruction in a reasonable period of time.
 - b. Any areas of deficiency are noted, and appropriate modifications in instructional programs or student support systems are identified.

The Instructional Support System described here for ELs is based on five (5) essential elements that include adopted curriculum standards; curriculum and instruction aligned with adopted standards; assessment and reporting; charter and site level monitoring and intervention; and program evaluation.

1. **Adopted Curriculum Standards:** In MY Academy each English Learner is held to the same charter-adopted curriculum standards in the core curricular areas of English Language Arts, math, history-social science, and science as every other charter student. In addition, each EL student is expected to demonstrate mastery of the adopted ELD standards.
2. **Curriculum and Instruction Aligned with Adopted Standards:** MY Academy supports each English Learner in his/her appropriate level of language development in the core courses. Each English Learner participates in an instructional program with state-adopted materials that are aligned with charter and state standards. Through articulation meetings, staff members discuss and interpret data on English Learner students to address the issues surrounding English Learners who may have been in the educational system for some time and seem unable to move beyond this level.
3. **Assessment and Reporting:** MY Academy administers all state-mandated examinations. ELPAC assessments and ongoing multiple measures are used to assess student proficiency. Results are entered into the EL Master Tracking Spreadsheet for instructional planning and monitoring. Overall, student results are shared with the CEO and governing board.

4. Monitoring and Intervention: English Learner's assessment results are recorded on the EL Master Tracking Spreadsheet. The results are monitored to evaluate student learning in order to inform instruction and provide interventions as needed. When, according to ongoing assessments, students cannot meet interim expectations in academic content, they shall be referred by learning facilitators and educational rights holders to receive academic interventions and support that enable them to overcome any academic deficits before they become irreparable. The intervention itself will directly target the identified academic need. Delivery of the intervention shall be monitored and documented. The effectiveness of the intervention will then be determined based on student work and assessments.

5. Program Evaluation: MY Academy will conduct periodic evaluations of the effectiveness of its ELL program to determine if any modifications or improvements are required. This evaluation will include looking at the implementation of the ELL program, the effectiveness of the ELL program in meeting its goals for students (English language development and the ability to participate meaningfully in the educational program), and gathering appropriate input from knowledgeable persons and other Educational Partners.

Note: When Special Education students, identified as ELs, are not making adequate progress, Special Education learning facilitators must schedule an IEP meeting to discuss further interventions.

Monitoring of Reclassified Students

The school's Lead, learning facilitators, educational rights holders, and the assessment Lead supervise the process of monitoring reclassified students. School staff will use the Smarter Balanced assessment, local multiple measure scores, and learning facilitator assessments and observations to semi-annually monitor the progress of RFEP students for a period no less than four (4) years after reclassification. Student performance shall be reviewed at each progress reporting period. Those students found to be regressing in their academic performance will be referred to receive an academic intervention in the specific area of need. This monitoring of RFEP students is recorded in the Ellevation platform.



MASTER PLAN for ENGLISH LEARNERS

Motivated Youth Academy
500 La Terraza Blvd, Suite #150
Escondido, CA 92025
(619) 393-2048
info@myacademy.org

Commitment and Purpose

Mission

Educating students through a personalized and collaborative learning approach, empowering them to lead purposeful and productive lives.

Vision

MY Academy students embrace their unique potential and are inspired to positively impact their Communities.

Goals and Objectives

The MY Academy English Learner Master Plan serves as a guide and gives an overview of the programs and resources provided for our English learners. The plan is centered around our vision, core beliefs, and goals for all students in our schools and affirms our commitment to each English learner as an individual by honoring their diversity and accelerating their English language proficiency while preparing them for the rigors of college, future careers, and becoming a productive and engaged global citizen.

The English Learner Master Plan provides a clear statement of policies related to the development, implementation, and evaluation of English learner programs and services that are required by all state and federal guidelines. These policies are based on current resources and initiatives related to the 2012 CA ELD Standards, the 2014 English Language Arts (ELA)/English Language Development (ELD) Framework and the California English Learner Roadmap and are in place in order to:

- Ensure that English learners will achieve English language proficiency as quickly as possible.
- Support the academic success of English learners by consistently providing high-quality services designed to meet their academic and linguistic needs.
- Develop cross-cultural awareness and appreciation of one's own culture and language, encourage bilingualism, and enhance the positive self-esteem of English learners.
- Embrace and encourage educational rights holder and community involvement in meeting the needs of English learners.
- Provide staff and educational rights holder training in the implementation of effective instructional programs and teaching strategies for English learners.
- Providing a process for monitoring the effectiveness of the program.

Guiding Principles of the California English Learner Roadmap

The California English Learner Roadmap will guide MY Academy to continuous improvement of the EL program over time. The Roadmap emphasizes four principles and approaches to teaching and learning that result in a more powerful, twenty-first-century education for all English learners.

Principle One: Assets-Oriented and Needs-Responsive Schools

Pre-schools and schools are responsive to different English learner (EL) strengths, needs, and identities and support the socio-emotional health and development of English learners. Programs value and build upon the cultural and linguistic assets students bring to their education in safe and affirming school climates. Educators value and build strong family, community, and school Partnerships.

Principle Two: Intellectual Quality of Instruction and Meaningful Access

English learners engage in intellectually rich, developmentally appropriate learning experiences that foster high levels of English proficiency. These experiences integrate language development, literacy, and content learning, as well as provide access for comprehension and participation through native language instruction and scaffolding. English learners have meaningful access to a full standards-based and relevant curriculum and the opportunity to develop proficiency in English and other languages.

Principle Three: System Conditions that Support Effectiveness

Each level of the school system (state, county, district, school, pre-school) has leaders and educators who are knowledgeable of and responsive to the strengths and needs of English learners and their communities and who utilize valid assessment and other data systems that inform instruction and continuous improvement. Each level of the system provides resources and tiered support to ensure strong programs and build the capacity of learning facilitators and staff to leverage the strengths and meet the needs of English learners.

Principle Four: Alignment and Articulation Within and Across Systems

English learners experience a coherent, articulated, and aligned set of practices and pathways across grade levels and educational segments, beginning with a strong foundation in early childhood and appropriate identification of strengths and needs and continuing through to reclassification, graduation, higher education, and career opportunities. These pathways foster the skills, language(s), literacy, and knowledge students need for college- and career-readiness and participation in a global, diverse, multilingual, twenty-first-century world through Integrated ELD.

For additional information, visit the [CDE English Learner Roadmap web page](#).

MY Academy EL Population

MY Academy serves a student population of TK through grade 12. Our English Learners make up approximately 14.7%. There are 8 different languages spoken by MY Academy EL students, with most of the EL students' primary language being Spanish.

Responding to Diverse Learners

Identification of English Learner Students

Motivated Youth Academy

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Page 3 of 24

Federal Law mandates that all students in K–12, upon first enrollment in a California public school, the Local Education Agency (LEA) uses a standardized procedure to determine a student’s primary Language.

Home Language Survey

This procedure begins with a home language survey (HLS), which is completed once by the educational rights holder or guardian at the time the student is initially enrolled in a California public school. The HLS is used as the primary screener to identify if the student uses a primary language other than English. If at least one of the first three questions on the HLS is answered with a language “other than English”, the assessment process to determine English language fluency begins. This process includes testing the student’s English proficiency with the state-adopted English language proficiency assessment, English Language Proficiency Assessments for California (ELPAC). The initial assessment will be administered within thirty (30) calendar days of enrollment. In cases where educational rights holders answer ‘English’ to all questions on the HLS, but educators notice the student using another language, this student may be assessed on the initial ELPAC so the school provides the child’s civil right to access education. Educational rights holders and school personnel should work collaboratively to identify if the child is or is not an English learner.

The HLS should not be readministered yearly or readministered if a student enrolls in a new LEA. If the HLS is completed in error, the educational rights holder or guardian may make a request to change it prior to the assessment. However, once a student is identified as an EL on the basis of the results of the Initial ELPAC and the student has been administered the Summative ELPAC, changing the HLS will not change the student’s identification. While cumulative student records are in transit for a student transferring from another California School District, the California Longitudinal Pupil Achievement Data System (CALPADS) shall be used to determine whether a student has a history of being an English Language Learner. If a student has a history of being an English Learner, the student will be given an annual Summative ELPAC assessment during the February 1st through May 31st test window.

ELPAC Assessment

For California’s public school students, the English Language Proficiency Assessment for California (ELPAC) is the required state test for English Language Proficiency (ELP) that must be given to students whose primary language is not English, as determined by the HLS or learning facilitator observation. State law (California Education Code [EC] sections 313 and 60810) and federal law (Titles I and III of the Every Student Succeeds Act [ESSA], the reauthorization of the Elementary and Secondary Education Act [ESEA]) require that LEAs administer a state test of English language proficiency (ELP) and develop an English Learner Progress Indicator (ELPI) for (1) newly enrolled students in grades K-12 whose primary language is not English, as an initial assessment; and (2) students who are English Learners (ELs) as a summative assessment. ELPAC results are not used to measure academic achievement. There is no opt-out option for the ELPAC for eligible students. State

and federal laws require that all English learner students be assessed annually on the state English language proficiency assessment until reclassified as fluent English proficient.

Once tests are scored by the testing agency, individual student score reports (SSRs) are loaded directly to both the educational rights holder and student portals of the school's student information system from the Test Operation Management System. Once scores are received, educational rights holders will also be informed of test results within 30 calendar days from the first day of the current school year via email. If some or all SSRs are received after the last day of instruction for the school year, educational rights holders will receive the SSR within 15 working days at the start of the next school year. Educational rights holders are notified of results in writing in a language they can understand (or orally if they are unable to understand written communication). Educational rights holders will also be notified in any language of which 15% or more of the student population speaks in common. Additionally, each student's test results are uploaded to the charter's student information system, as well as recorded in our database, Ellevation, and on the English Language Master Tracking Sheet. When a student withdraws from MY Academy Charter School, a list of the student's test results will be printed from the student information system and included in the student's requested cume file.

Initial ELPAC Assessment

The Initial ELPAC aims to identify students who are ELs or are initial fluent English proficient (IFEP). All students in kindergarten through grade twelve (K–12), ages three through twenty-one, whose primary language is a language other than English must take the Initial ELPAC within 30 calendar days after they are first enrolled in a California public school or 60 calendar days prior to instruction, but not before July 1, per ELPAC regulations.

The Initial ELPAC window is from July 1, 2025, to June 30, 2026. The Initial ELPAC measures the ELP in the four language domains of listening, speaking, reading, and writing and identifies students as beginning either fluent in English (IFEP) or an English Learner (Intermediate or Novice).

The Initial Alternate ELPAC is administered as an initial assessment to newly enrolled students with the most significant cognitive disabilities whose IEP team determined they are eligible for alternate assessments and have a language other than English, as indicated on a home language survey.

Initial ELPAC and Alternate Initial ELPAC Student Score Reports

The official score for the Initial ELPAC and the Alternate Initial ELPAC is produced once the LEA has entered and locked in the student's raw scores into the state assessment system. Individual student Initial ELPAC results include:

1. An Overall performance level and scale score which will indicate which of the three performance levels the student achieved: IFEP, Intermediate EL, and Novice EL.

Initial Fluent English Proficient (IFEP)

Students at this level have well-developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways appropriate to different tasks, purposes, and audiences in various social and academic contexts.

Intermediate English Learner

Students at this level have somewhat developed to moderately developed oral (listening and speaking) and written (reading and writing) skills. This level captures a broad range of English learners, from those who can use English only to meet immediate communication needs to those who can, at times, use English to learn and communicate in meaningful ways on a range of topics and content areas.

Novice English Learner

Students at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts. They need substantial linguistic support to communicate on less familiar tasks and topics.

2. A performance level for each composite tested (Oral and Written Language) is well-developed, somewhat to moderately developed, and minimally developed.

The initial ELPAC results are used to identify ELs who need to develop their listening, speaking, reading, and writing skills in English. This information, used with other local assessments, assists LEAs and schools when making placement decisions for new students who are identified as ELs. The initial ELPAC results are also used to identify students who are IFEP and are able to participate in the regular (core) academic program without further English language support.

More information for families and staff can be found at <https://www.caaspp-elpac.org> or the California Department of Education: Parent Guides to Understanding at <https://www.cde.ca.gov/ta/tg/ca/parentguidetounderstand.asp>.

Summative ELPAC Assessment

The Summative ELPAC is given only to students who have previously been identified as English Learners based upon Initial ELPAC results. The Summative ELPAC is aligned with the 2012 California English Language Development Standards, measuring the English Language Proficiency (ELP) and how well a student is progressing with English development in each of the four domains: Listening, Speaking, Reading, and Writing.

The Summative Alternate ELPAC is a summative assessment for EL students with the most significant cognitive disabilities whose IEP team determined they are eligible for alternate assessments. This assessment must be administered annually to eligible students until they are reclassified as fluent English proficient.

This information is used to assist LEAs and schools in the ongoing process of program monitoring and evaluation. And to help determine if a student is ready to be reclassified. The Summative ELPAC and the Summative Alternate ELPAC must be given annually to students identified as ELs until they are reclassified to Fluent English Proficient (RFEP). The Summative ELPAC administration window is open from February 1 through May 31.

Summative ELPAC Student Score Reports

The official score for the Summative ELPAC is produced by the test contractor. The Summative ELPAC report includes the following information:

- An overall performance level and scale score
- A performance level and scale score for each composite tested (Oral and Written Language)
- A performance level for each domain tested (Listening, Speaking, Reading, and Writing)

Scale score ranges for each of the four performance levels are identified for Overall, Oral Language, and Written Language for all grades tested. These ranges incorporate the performance level cut scores approved by the State Board of Education (SBE). Descriptors are:

Level 4: Well Developed

English Learners at this level have well-developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways appropriate to different tasks, purposes, and audiences in various social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Bridging” proficiency level as described in the 2012 California English Language Development Standards, Kindergarten Through Grade 12 (2012 CA ELD Standards).

Level 3: Moderately Developed

English Learners at this level have moderately developed oral (listening and speaking) and written (reading and writing) skills. They can sometimes use English to learn and communicate meaningfully in various topics and content areas. They need light-to-minimal linguistic support to engage in familiar social and academic contexts; they need moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Expanding” proficiency level through the lower range of the “Bridging” proficiency level as described in the 2012 CA ELD Standards.

Level 2: Somewhat Developed

English Learners at this level have somewhat developed oral (listening and speaking) and written (reading and writing) skills. They can use English to meet immediate communication needs but often are not able to use English to learn and communicate on topics and content areas. They need moderate-to-light linguistic support to engage in familiar social and academic contexts; they need substantial-to-moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the low- to mid-range of the “Expanding” proficiency level as described in the 2012 CA ELD Standards.

Level 1: Minimally Developed

English Learners at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts and to communicate on less familiar tasks and topics. This test performance level corresponds to the “Emerging” proficiency level as described in the 2012 CA ELD Standards.

The Summative Alternate ELPAC Student Score Report

Level 3: Fluent English Proficient

English learners at this level have sufficient English language proficiency (ELP). They may need occasional linguistic support to enable them to access adapted grade-level content in English.

Level 2: Intermediate English Learner

English learners at this level have moderate ELP. They may need frequent linguistic support to enable them to access adapted grade-level content in English.

Level 1: Novice English Learner

English learners at this level have minimal ELP. They need substantial linguistic support to enable them to access adapted grade-level content in English.

Reclassification

California Education Code (EC) Section 313 and the California Code of Regulations (5CCR) Section 11308 require that each English Learner who 1) has demonstrated English language proficiency comparable to that of the average native English speaker and 2) who can participate effectively in a curriculum designed for pupils of the same age whose native language is English be Reclassified Fluent English Proficient (RFEP). MY Academy Charter School recognizes the importance and irreversibility of this item and has established the following criteria and process to fully address this

obligation. Once a student has demonstrated that he/she is ready to participate fully in all English instruction without special support services, the student is ready for reclassification.

Reclassification Criteria

MY Academy Charter School uses the following criteria to reclassify EL students to RFEP status, as set forth in EC Section 313 and Title 5 California of Regulations (5 CCR) Section 11303:

1. Summative ELPAC Overall Score of 4 (score of 3 needed for the Summative Alternate ELPAC)
2. Learning Facilitator Evaluation by use of the Observation Protocol for Learning Facilitators of English Learners (OPTEL)
3. Educational rights holder Consultation by use of the OPTEL Parent Consultation Form
4. Evaluation of basic skills relative to the average performance of native English speakers of the same age, based on locally established empirical benchmarks.

Reclassification Process

Reclassification is the culmination of an EL student's participation in the program for English Learners and is conducted each year when the charter receives ELPAC score reports.

Based on the above reclassification criteria, if a student is deemed to qualify for reclassification, a letter will be drafted by the administration. The letter will include all data pertinent to the reclassification. Once the administration and the educational rights holder of the student have signed the form, the reclassification will take place. The language acquisition status of the student will be updated in the student information system, Ellevation, on the EL Master Tracking Spreadsheet, and ultimately in the state reporting system (CALPADS). Additionally, all learning facilitators associated with the student will be informed of the reclassification.

English Learners in Special Education

In accordance with the ED guidance issued in July 2014, the ED requires that all ELs with disabilities, or dually identified students, participate in the state's ELP assessment. Federal law requires that all ELs with disabilities participate in the state ELP assessment in the following ways, as determined by the IEP team:

- In the regular state ELP assessment without universal tools, designated supports, and accommodations
- In the regular state ELP assessment with universal tools, designated supports, and accommodations determined by the IEP team or Section 504 team
- In an alternate assessment aligned with the state's ELD standards, if the IEP team determines that the student is unable to participate in the regular ELP assessment with or without universal tools, designated supports, and accommodations.

Role of the IEP Team

The IEP team is an essential component in establishing the appropriate academic and functional goals, determining the specifically designed instructional program to meet the unique needs of all ELs with disabilities, and making decisions about how students can participate in the state ELP assessment. In accordance with the new ED guidance, the IEP team is responsible for:

- Making decisions about the content of a student's IEP, including whether a student must take a regular state assessment (in this case, the ELPAC assessment), with or without appropriate universal tools, designated supports and/or accommodations, or an alternate assessment in lieu of the regular ELPAC assessment (ED, July 2014, FAQ #4). Students with disabilities who cannot take one or more domains of the ELPAC with approved accessibility resources are eligible for a domain exemption. A domain exemption may be used if an English learner has a disability that precludes assessment of the student in one or more domains of the English language proficiency assessment such that there are no appropriate accommodations for the affected domain(s). This use of a domain exemption(s) must be identified in the student's individualized educational program (IEP) or Section 504 plan. For a student to be assigned an Overall score, the student will need to be assessed in all domains to receive a student score report.
- Developing an IEP for each student with a disability, including each EL with a disability, at an IEP team meeting, which includes school officials and the child's educational rights holders. The Individuals with Disabilities Education Act (IDEA) regulation in the Code of Federal Regulations, Title 34, (34 CFR) Section 300.321(a) specifies the participants to be included on each child's IEP team. It is essential that IEP teams for ELs with disabilities include persons with expertise in English language acquisition. (ED, July 2014, FAQ #5).
- Ensuring that ELs' educational rights holders understand and are able to meaningfully participate in IEP team meetings at which the child's participation in the annual state ELP assessment is discussed. If an educational rights holder whose primary language is other than English is participating in IEP meetings, the IDEA regulations require each public agency to take whatever action necessary to ensure that the educational rights holder understands the proceedings of the IEP team meeting, including arranging for an interpreter (34 CFR Section 300.322[e]). When educational rights holders themselves are ELs, Title VI of the Civil Rights Act of 1964 also requires that the LEA effectively communicate with educational rights holders in a manner and form they can understand, such as by providing free interpretation and/or translation services (ED, July 2014, FAQ #6).

IEP teams will ensure that each English Learner receives appropriate services to develop English proficiency and have equitable access to the full curriculum. Each English Learner's IEP shall include linguistically appropriate goals and objectives based on the student's English proficiency level and the ELD standards. Such goals and objectives will fully address ELD and core content instruction. Each IEP shall also clearly delineate the person(s) and/or programs responsible for providing each instructional service. A parental exception waiver is not required for an English Learner whose IEP indicates that instructional services will be provided through an Alternative Program.

Special Education: Assessment

Students whose initial Home Language Survey indicates that a language other than English is spoken will be assessed on the ELPAC test within the first 30 days of school. ELPAC testing is considered to be one of the state's standardized tests; therefore, accommodations/modifications provided in the IEP for any standardized test will apply. SPED students with an existing EL classification will be assessed annually. If the IEP team determines that a student will participate in the California Alternate Assessment (CAA), the team must also determine whether the student qualifies for the Alternate ELPAC.

Special Education: Classification

Students who are classified as English Learners MUST have their ELD needs addressed as part of their Individualized Education Program (IEP). Students who have been reclassified as Fluent English Proficient (RFEP) or who were initially identified as Initially Fluent English Proficient (IFEP) are not considered English Learners for the purpose of the IEP. Their progress is still monitored, but ELD does not need to be addressed on the IEP.

Special Education Reclassification for Dually Identified Students

In some cases, an IEP team may find that it is the disability that interferes with a dually identified student's ability to demonstrate English fluency due to Communication Disorders and/or Cognitive Disabilities. In these cases, the IEP team assesses student progress and considers reclassification of the student to RFEP status.

The IEP team may be designated to make reclassification decisions as long as team members utilize state reclassification criteria and apply those criteria to students with disabilities according to state guidelines. IEP teams may not modify Criterion 1 for reclassification, which requires meeting the SBE-adopted Overall PL 4 on the Summative ELPAC or PL 3 on the Summative Alternate ELPAC. This allows for all students to be held to a consistent and rigorous standard in demonstrating ELP in order to be exited from EL services.

Ideally, this should be done as early as possible, as soon as one to two summative test administrations, or as soon as there is reasonable evidence that it is a student's disability that prohibits English Language Acquisition.

If the recommendation for reclassification is taking place as part of the student's initial IEP or annual review, then the IEP Team Reclassification Determination Worksheet is to be completed, along with all other pages of the IEP to reflect the recommendation that the student is to be reclassified as RFEP (Reclassified Fluent English Proficient). If the recommendation for reclassification occurs between annual reviews, then in addition to completing the IEP Team Reclassification Determination Worksheet, an IEP Amendment meeting and form must also be completed. Because this is an IEP team recommendation, the educational rights holders, the EL Assessment Coordinator, and all applicable staff should be a part of the reclassification meeting and decision. If the team decides to

reclassify the student as RFEP, the EL Assessment Coordinator will include a copy of the IEP Team Reclassification Determination Worksheet in the student's file. The EL Assessment Coordinator will then follow the regular reclassification process to update the student's English Language Acquisition Status and notify all parties involved. If the reclassification is not agreed upon, the IEP team must ensure that the IEP continues to address the needs of the student who remains classified as an English learning Student.

ELD Program Options

Personalized English Language Mainstream Program

English Learners in MY Academy participate in an English Language Mainstream Program. This instructional program is designed to promote the acquisition of high levels of English language proficiency and access to the core curriculum. In the mainstream English program, English is the language of instruction for all subjects with no primary language support. Students in an English Language Mainstream Program will be supported by their instructors through the use of SDAIE strategies. Students may also be concurrently enrolled in an ELD support class. English Learners in the English Language Mainstream Program will receive ELD instruction until they are reclassified as English proficient. In the English Language Mainstream Program of MY Academy:

- Core instruction in language arts, math, science, and social science is taught in English using charter-approved curriculum and SDAIE methodology
- English Language Learners receive both integrated and designated ELD instruction which addresses the ELD standards in listening, speaking, reading and writing.
- Learning facilitators working with EL students will be appropriately authorized, i.e., CLAD or equivalent.

Educational Rights Holder Notification of Programs

All educational rights holders of English Learners, regardless of proficiency, must be notified at initial enrollment and annually, in writing, of program placement of their children and must also be provided with a description of our program, including educational materials used in this program and their entitlement to request a waiver. The information must be provided in a language the educational rights holders understand within 30 days of enrollment.

Staffing

Staffing Authorizations

Under the management of the Director of Human Resources, MY Academy takes an active role in the recruitment and staffing of authorized personnel for all English Learner programs and makes it a

priority to hire CLAD or equivalent learning facilitators. Learning facilitators providing instruction in a Mainstream English Program shall be authorized to provide appropriate core content and ELD instruction. This is achieved via a CLAD or equivalent authorization.

Learning facilitators who are not currently authorized but who are working with English Learners, shall be required to sign a memorandum of understanding stipulating that they will be actively participating in professional development designed to secure appropriate authorization within two years. The HR Department will then monitor attendance at professional development activities to ensure that such learning facilitators remain on track to complete the necessary training for their authorizations.

Access to Core Curriculum

All English learners are provided quality, standards-based, rigorous curriculum and instruction in all CORE content areas as well as Advanced Placement courses, enrichment classes, and college and career programs. Integrated ELD instruction and strategies are consistently implemented to meet the individual needs of each English learner.

Specially Designed Academic Instruction in English (SDAIE)

SDAIE is a methodology used to make subject area content, delivered in English, comprehensible in order to meet the needs of limited-English-proficient pupils. Academic instruction through English is modified to meet the student's level of language proficiency. Learning facilitators use specialized strategies that enable students to understand, participate in, and access the core curriculum. (EC 44253.2[b]).

English as the Language of Instruction

In accordance with California Education Code Section 305, all students in California public schools, including those enrolled in independent study programs, must be taught in English for all core academic areas. This is to include, but not limited to, English Language Arts, Math, History, and Science. This requirement ensures that all students, including English Learners, receive equitable access to instruction that promotes English language proficiency and academic success.

To meet this requirement:

- Instruction in all subjects will be provided in English, including synchronous and asynchronous components of the independent study program.
- Participation in synchronous and/or asynchronous instruction for all core academic areas in English is mandatory for all English Learner students, regardless of their English Learner

status or participation in an ELD program, as this is essential for meaningful interaction and mastery of academic content.

- Opting out of this instruction is not permitted, as it is integral to ensuring compliance with state law and the successful implementation of MY Academy's academic program.

This policy ensures that MY Academy upholds the legal and educational responsibilities to all students, fostering an environment where English language acquisition and academic achievement are prioritized.

English Language Development

English Language Development (ELD) Standards

MY Academy's English Language Development program is grounded in research and aligned to the 2014 California State ELA/ELD Framework. The ELA/ELD Framework helps define how the California English Language Arts and English Language Development standards will be taught and assessed. Both sets of standards represent the skills, knowledge, and abilities English learners must possess in order to become 21st Century and College and Career Ready and describe what students should know and be able to do at each of the five levels of English proficiency. MY Academy is committed to implementing the ELA/ELD Framework, the California State Standards, and English Language Development Standards through its adopted ELA/ELD programs. As stated in the ELA/ELD Framework Executive Summary: "The purpose of ELD instruction is to amplify (magnify and make clear) areas of English language development that are crucial for academic learning. The standards emphasize language learning as a social process and language itself as a complex and dynamic meaning-making resource. The standards help learning facilitators support EL students to interact meaningfully with others and complex texts, engage in and learn through intellectually challenging tasks across the content areas, develop academic English, and develop awareness about how English works so that they can use it intentionally and purposefully."

The California ELD standards are organized into three parts.

Part 1: Interacting in Meaningful Ways

English learners participate in meaningful and intellectually challenging tasks in three ways:

- Collaboratively, by communicating with others about social and academic topics.
- Interpretively, by understanding written and spoken information.
- Productively, by writing or presenting to explain ideas and information.

Part II: Learning About How English Works

English learners comprehend and produce academic texts in various content areas.

- English learners use language to create organized texts, expand and enrich ideas, and connect and condense ideas.

Part III: Using Foundational Literacy Skills.

This section emphasizes how all learning facilitators play a crucial role in developing the literacy of ELs.

- English learners at all grades require specialized instruction to learn foundational literacy skills based on their age, previous literacy, and educational experiences

The CA ELD Standards are aligned to the CA CCSS for ELA/Literacy as they magnify and make clear areas of English language development that are crucial for academic learning. The standards emphasize language learning as a social process and language itself as a complex and dynamic meaning-making resource. They promote the notion of supporting English Learners to develop awareness that different languages and variations of English exist and that their home languages and cultures are valuable resources in their own right and useful for building proficiency in English.

Key Themes of ELA/Literacy and ELD Instruction

Meaning Making

Meaning making is at the heart of ELA/literacy and ELD instruction. It is the central purpose for interacting with text, producing text, engaging in research, participating in discussion, and giving presentations. It is the reason for learning foundational skills and for expanding language. Meaning making includes literal understanding but is not confined to it at any grade or with any student. Inference making and critical reading, writing, and listening are given substantial and explicit attention in every discipline. Among the contributors to meaning making are language, knowledge, motivation, and, in the case of reading and writing, the ability to recognize printed words and use the alphabetic code to express ideas.

Language Development

Language is the cornerstone of literacy and learning. It is with and through language that students learn, think, and express information, ideas, perspectives, and questions. The strands of the CA CCSS for ELA/ Literacy—Reading, Writing, Speaking and Listening, and Language—all have language at the core, as do the parts of the CA ELD Standards—Interacting in Meaningful Ways, Learning About How English Works, and Using Foundational Literacy Skills. Students enrich their language as they read, write, speak, listen, interact, and learn about language. The foundational skills provide access to written language.

Effective Expression

Each strand of the CA CCSS for ELA/Literacy and each part of the CA ELD Standards includes attention to effective expression. Students learn to examine the author's craft as they read, analyzing how authors use language, text structure, and images to convey information, influence their readers, and evoke responses. Students learn to effectively express themselves as writers, discussion partners, and presenters, and they use digital media and visual displays to enhance their expression.

They gain command over written and spoken English conventions, and they learn to communicate in ways appropriate for the context and task.

Content Knowledge

Content knowledge is a powerful contributor to the comprehension of text. It also undergirds the ability to write effective opinions/arguments, narratives, and explanatory/informational text, engage in meaningful discussions; and present ideas and information to others. It contributes significantly to language development, and it is fundamental to learning about how English works. Both sets of standards ensure that students can learn from informational texts and can share their knowledge as writers and speakers. An organized independent reading program contributes to knowledge. Content knowledge has a powerful reciprocal relationship with the development of literacy and language.

Foundational Skills

Acquisition of the foundational skills enables students to independently read and use written language to learn about the world and themselves, experience extraordinary and diverse works of literary fiction and nonfiction, and share their knowledge, ideas, stories, and perspectives with others. Students who know how to decode and develop automaticity with an increasing number of words are best positioned to make significant strides in meaning making, language development, effective expression, and content knowledge. At the same time, attention to those themes provides the very reason for learning about the alphabetic code and propels progress in the foundational skills.

Charter schools enrolling English Learners have a dual obligation, as do all LEAs, to provide a program for EL students designed to overcome language barriers and provide access to the core curriculum (*Castañeda v. Pickard* 648 F.2d 989, [5th Cir. 1981]). The CDE recognizes that both services, including classified ELD, must be an integral part of a comprehensive program for every English Learner.

The ability to read, write, and communicate with competence and confidence in English across a range of personal and academic contexts expands students' opportunities for career and college success, full and wise participation in a democratic society and global economy, and achievement of their personal aspirations. Moreover, literacy and language skills provide individuals with access to extraordinary and powerful literature that widens perspectives, illuminates the human experience, and deepens understandings of self and others.

Designated English Language Development

MY Academy's English language development program is designed to support the academic success and reclassification of English learners. The learning facilitator implements techniques, methodology, and supplemental curriculum designated to teach ELs explicitly about the English language, academic vocabulary, and develop their English language proficiency in all four language domains: speaking, listening, reading, and writing. MY Academy will create a personalized ELD instruction pathway geared to the student's level of English proficiency.

Designated ELD instruction and individual academic support are provided to English learners during dedicated times each week. Students are grouped for designated ELD by their English language proficiency levels (Emerging, Expanding, Bridging). However, the three levels of language proficiency are not static but rather represent a continuum of language learning and decisions about grouping will be made in the student's best interest. Learning facilitators use the student's production and interpretation of the English language to choose appropriate learning supports, inform instructional decisions, and keep track of academic progress.

Instructional Materials to Support the CA CCSS for ELA/Literacy and CA ELD Standards

The Designated ELD curriculum and materials were chosen specifically to address the varied cultural and language backgrounds our English learners possess, enabling learners and educators to celebrate their own cultures and everyday lived experiences while also learning about those of others. It includes authentic content from around the world to develop the student's understanding of different cultures and viewpoints of others around the globe.

The State Board of Education adopts instructional materials for use by students in kindergarten through grade eight. LEAs- school districts, charter schools, and county offices of education- ARE NOT required to purchase state-adopted instructional materials according to EC Section 60210(a). If an LEA chooses to use non-adopted materials, it has the responsibility to adopt materials that best meet the needs of its students and to conduct its own evaluation of instructional materials. The review must include a majority of classroom learning facilitators from that content area or grade-level ED Section 60210(c). EC Section 60002 requires the LEA to promote the involvement of educational rights holders and other members of the community in the selection of instructional materials, in addition to learning facilitator involvement.

Professional Learning

Professional Development

MY Academy provides ongoing professional development opportunities to all learning facilitators and staff working with English Learners. The goal of this training is to help educators acquire specific skills needed to work with English Learners in the areas of ELD instruction, comprehensible core content instruction, program designs, curriculum expectations, and processes and services for English Learners. Training should also focus on multiculturalism and up-to-date research and pedagogy for English Learners to receive equitable and accessible support and opportunities to achieve and reach their goals.

Staff development opportunities include, but are not limited to, the following:

- ELD Standards

- ELPAC assessment and identification levels
- ELD strategies and instruction
- SDAIE strategies and instruction
- Differentiated instruction
- Ellevation Database Training
- Shared Best Practices

To ensure that all staff working with educational rights holders of EL students are appropriately trained, training participation and completion are documented.

Family & School Partnerships

MY Academy seeks to promote positive collaboration between educational rights holders and the school by promoting open communication and developing a working partnership between educational rights holders and the schools to provide equal access to education for all students. Educational rights holders of English Learners (EL) are encouraged to participate in their children's education and be active in assisting their children in attaining English proficiency, achieving academically at high levels, and meeting state standards. Educational rights holders are given information about the English Learner Advisory Committee (ELAC) and are encouraged to participate.

English Learner Advisory Committee (ELAC)

An English Learner Advisory Committee is a school-level committee composed of educational rights holders, staff, and community members designated to advise school officials on English learner programs and services and is required for any California public school with 21 or more English Learners. The ELAC shall be responsible for the following tasks:

- Advising the principal and staff in the development of a site plan for English learners.
- Assisting in the development of the schoolwide needs assessment.
- Ways to make educational rights holders aware of the importance of regular school attendance.
- Assisting in the evaluation of the English Learner Master Plan.
- Each ELAC shall have the opportunity to select at least one member to the District English Learner Advisory Committee (DELAC). Districts with 31 or more ELACs may use a system of proportional or regional representation. Educational rights holders of English Learners shall constitute at least the same percentage of the ELAC membership as their children represent the student body. The educational rights holders of English Learners shall elect the educational rights holder members of ELAC. Educational rights holders of English Learners shall be provided the opportunity to vote in the election. ELAC members shall receive training materials and training that will assist them in carrying out their required advisory responsibilities. Training shall be planned in full consultation with committee members, and funds from appropriate

resources may be used to meet the costs of providing the training including costs associated with the attendance of members at training sessions. ELAC meeting agendas will be posted on the school website.

ELAC Membership

All educational rights holders of ELs and recently RFEPed students (within the academic school year) have an opportunity to participate as members of the committee. Members receive training and materials to assist members in carrying out their legal responsibilities in alignment with California Education Code, sections 35147, 52176(b) and (c), 62002.5, and 64001(a) and California Code of Regulations, Title 5, Section 11308.

The ELAC is composed of the following:

- Principal or designee
- Educational rights holders of EL and students redesignated (RFEP) within the academic school year.
- School staff

Assessment and Student Program Monitoring

Accountability and Evaluation

California has been working for the past several years to improve education at the state level. The goal is to increase the academic achievement of all students by creating a coordinated system through the use of content and performance standards. In response to statewide accountability reform, MY Academy provides clearly defined standards and expectations for student learning. It has a primary goal that all students will meet the charter's academic content and performance standards.

Through the MY Academy assessment program, the assessment and accountability department carefully considers what students are asked to do, how student performance is evaluated, and how evaluation results are used. The assessment program is responsive to the developmental differences, linguistic differences, and special needs of English Learners. Through multiple forms of assessment, MY Academy is able to determine to what degree English Learners are achieving English proficiency and meeting academic achievement goals.

MY Academy's assessment practices with respect to English Learners are designed to:

- Assess and monitor language development by time in the program
- Assess academic achievement in meeting grade level core standards
- Assess progress of ELs achieving ELD grade level standards

- Ensure learning opportunities in reading and writing are provided
- Monitor that targeted interventions are working

Assessment data is compiled, analyzed and reported by MY Academy's leads and Data and Assessment Department. Their reports are then analyzed by the school leadership team, to produce a set of suggested program modifications, which are then shared with the Board of Directors, learning facilitators, and EL educational rights holders for additional input and approval. MY Academy annually determines the number and percentage of EL students who have become RFEP through ongoing uploads of information to CALPADS. CALPADS reports the actual count of EL, IFEP, and RFEP students during the calendar year as well as the number of learning facilitators providing and authorized to provide appropriate instruction for English Learners.

Monitoring of Long-Term English Learners

Long-term English Learners (LTEL) are defined as students who are in grades 6 to 12, have been enrolled in U.S. schools for more than six years, have remained at the same level of English for two or more years as measured by the state's annual proficiency exam, and have scored "standard not Met" or "standard nearly met" on the CAASPP ELA assessment.

ELs with little or no English proficiency need more time than native-English speakers to meet grade-level benchmarks in English and state-mandated testing targets. Schools must monitor student progress to ensure that additional and appropriate learning opportunities are provided in English language development and in reading, writing, and other academic content areas in order to close the achievement gap.

Benchmark assessments, course grades, and the CAASPP assessments, along with the number of years a student has been classified as an EL student, are used to determine if a student is making the appropriate movement toward becoming RFEP.

If, despite the implementation of school-wide interventions and supports, a student is still not making "adequate progress", the school will hold a Student Study Team meeting to discuss the lack of progress. The SST team will plan further evaluation and intervention to support students who are not meeting interim benchmarks. Interventions will be noted and filed on the EL Master Tracking Spreadsheet, in their cumulative folder, and/or in a collaborative Google document. Additionally, educational rights holders will be notified annually if their student is at risk of becoming an LTEL or has been classified as an LTEL.

Meeting the Needs of Long-Term English Learners

The National Education Association's Publication: Meeting the Unique Needs of Long-Term English Language Learners, A Guide for Educators provides valuable research-based information and best practices to guide schools and LEAs in supporting students at risk for becoming Long Term English Learners (LTEL).

Elementary School Strategies and Programs that Prevent the Creation of Long-Term English Language Learners:

The trajectory of a Long Term English Language Learner begins in elementary school. Taking the necessary steps early enough can help prevent an entire new generation of long-term ELL students. Successful elementary school programs offer high-quality language development programs and strategies that are consistent across grade levels.

- English Language Development/English as a Second Language: Dedicated, daily, and standards-based ELD/ESL programs address the specific needs of students at each fluency level and support instruction with quality materials that focus on all four language domains—with a major emphasis on building a strong oral language foundation; using language for interaction and meaning-making; and developing complex, precise, and academic language.
- Home language development: Programs that develop students' home language (oral and literacy) to threshold levels are a strong foundation for developing English literacy and academic success (at least through third grade, more powerfully through fifth grade, and optimally, ongoing throughout a student's education). Teaching students to read in their first language promotes higher levels of reading achievement in English and provides students with the benefits of bilingualism.
- Use curriculum, instruction, and strategies. Use resources that promote transfer between English and the home language.
- Enriched oral language development: Emphasize oral language throughout the curriculum.
- Modified instructional strategies and supplemental materials provide access to academic content.
- Program coherence and consistency: Provide coherence and consistency of program across grades, including, wherever possible, articulation and alignment with preschool.
- High-quality literature: Provide students/LTEs with exposure to high-quality literature and complex and expressive language.

Seven Basic Principles for Meeting the Needs of Middle and High School LTEs

Seven basic principles lie at the heart of successfully educating middle and high school Long Term English Language Learners:

1. Urgency: Focus urgently on accelerating LTEL progress towards attaining English proficiency and closing academic gaps.
2. Distinct needs: Recognize that the needs of LTEs are distinct and cannot adequately be addressed within a "struggling reader" paradigm or a generic "English Language Learner" approach, but require an explicit LTEL approach.
3. Language, literacy, and academics: Provide LTEs with language development, literacy development, and a program that addresses the academic gaps they have accrued.

4. Home language: Affirm the crucial role of home language in a student's life and learning, and provide home language development whenever possible.
5. Three R's: rigor, relevance, and relationships: Provide LTELs with rigorous and relevant curriculum and relationships with supportive adults (along with the supports to succeed).
6. Integration: End the ESL ghetto, cease the sink-or-swim approach, and provide maximum integration without sacrificing access to LTEL supports.
7. Active engagement: Invite, support, and insist that LTELs become active participants in their own education.

Instructional Support System

The Charter School is committed to closing the achievement gap for all students, including English Learners. The Instructional Support System for English Learners is a part of the standards-based system of instruction, assessment, monitoring, and evaluation provided for all students.

The Instructional Support System for English Learners is designed to provide the mechanisms for recording EL achievement, detecting academic deficits, and monitoring the effectiveness of interventions.

To ensure all students will catch up to their grade-level peers, we have the following essential elements:

1. All English Learners are held to the same Charter-adopted curriculum and performance standards in the core curricular areas as all other students.
2. All English Learners participate in a program of curriculum and instruction that is aligned to state content standards and designed to reduce all language barriers. The English Learner program is designed to ensure that participating EL students acquire English and learn grade-level academic content simultaneously and to the greatest extent possible. Components of this program include ELD, grade-level core curriculum, and assessment.
3. The Instructional Support System for English Learners includes an assessment and reporting process of student academic achievement for all students, including English Learners. The use of multiple measures, the disaggregating of student achievement data, and the regular reporting of student achievement data are integral components of the Charter assessment and reporting process and are recorded in the Ellevation platform.
4. The performance of EL and RFEP students is monitored:
 - a. Students identified in need of interventions are provided the appropriate intervention aimed at filling in gaps in content knowledge so that ELs can gain full access to grade-level core content instruction in a reasonable period of time.
 - b. Any areas of deficiency are noted, and appropriate modifications in instructional programs or student support systems are identified.

The Instructional Support System described here for ELs is based on five (5) essential elements that include adopted curriculum standards; curriculum and instruction aligned with adopted standards; assessment and reporting; charter and site level monitoring and intervention; and program evaluation.

1. **Adopted Curriculum Standards:** In MY Academy each English Learner is held to the same charter-adopted curriculum standards in the core curricular areas of English Language Arts, math, history-social science, and science as every other charter student. In addition, each EL student is expected to demonstrate mastery of the adopted ELD standards.

2. **Curriculum and Instruction Aligned with Adopted Standards:** MY Academy supports each English Learner in his/her appropriate level of language development in the core courses. Each English Learner participates in an instructional program with state-adopted materials that are aligned with charter and state standards. Through articulation meetings, staff members discuss and interpret data on English Learner students to address the issues surrounding English Learners who may have been in the educational system for some time and seem unable to move beyond this level.

3. **Assessment and Reporting:** MY Academy administers all state-mandated examinations. ELPAC assessments and ongoing multiple measures are used to assess student proficiency. Results are entered into the EL Master Tracking Spreadsheet for instructional planning and monitoring. Overall, student results are shared with the CEO and governing board.

4. **Monitoring and Intervention:** English Learner's assessment results are recorded on the EL Master Tracking Spreadsheet. The results are monitored to evaluate student learning in order to inform instruction and provide interventions as needed. When, according to ongoing assessments, students cannot meet interim expectations in academic content, they shall be referred by learning facilitators and educational rights holders to receive academic interventions and support that enable them to overcome any academic deficits before they become irreparable. The intervention itself will directly target the identified academic need. Delivery of the intervention shall be monitored and documented. The effectiveness of the intervention will then be determined based on student work and assessments.

5. **Program Evaluation:** MY Academy will conduct periodic evaluations of the effectiveness of its ELL program to determine if any modifications or improvements are required. This evaluation will include looking at the implementation of the ELL program, the effectiveness of the ELL program in meeting its goals for students (English language development and the ability to participate meaningfully in the educational program), and gathering appropriate input from knowledgeable persons and other Educational Partners.

Note: When Special Education students, identified as ELs, are not making adequate progress, Special Education learning facilitators must schedule an IEP meeting to discuss further interventions.

Monitoring of Reclassified Students

The school's Lead, learning facilitators, educational rights holders, and the assessment Lead supervise the process of monitoring reclassified students. School staff will use the Smarter Balanced assessment, local multiple measure scores, and learning facilitator assessments and observations to

semi-annually monitor the progress of RFEP students for a period no less than four (4) years after reclassification. Student performance shall be reviewed at each progress reporting period. Those students found to be regressing in their academic performance will be referred to receive an academic intervention in the specific area of need. This monitoring of RFEP students is recorded in the Ellevation platform.



School / Educational Partner Compact

This Compact is distributed to all Educational Partners in the school handbook and at Learning Facilitator/Educational Rights Holder/Student meetings.

This Compact outlines how Motivated Youth Academy (School) and Educational Partners (Educational Partner is defined as School staff, educational rights holders, and students) will share the responsibility for improved student academic achievement. This Compact describes the responsibilities and specific ways the School and Educational Partners will partner together to help students achieve the state's high academic standards.

School Responsibilities

The School's responsibility is to provide high-quality curriculum and instruction (Every Student Succeeds Act (ESSA), Section 1116[d][1]). The School will provide support for Educational Partners and students by:

- Supporting a partnership among the School and Educational Partners to improve student academic achievement;
- Providing Educational Partners with assistance in understanding the state's academic content standards, assessments, and how to monitor and improve the achievement of their students (ESSA Section 1116[e][1]);
- Reviewing of local and state assessments and performance scores;
- Use of the School's Multi-tiered System of Support (MTSS) program which provides support for students that are struggling academically;
- Providing Educational Partners with materials and training to help them improve the achievement of their students (ESSA Section 1116[e][2]); and
- Providing Educational Partners with training and webinars, and Learning Facilitator professional development to support student performance in the academic state standards.

The School understands the importance of ongoing communication between educational rights holders and family members, and Learning Facilitators through:

- At a minimum, monthly learning period meetings;
- Frequent reports on student progress; and
- Access to School staff (ESSA Section 1116[d][2]).

School/Educational Partner Compact

Page 1 of 2

Policy Adopted: January 7, 2023

Policy ~~Reviewed: Month Day, Year~~ Revised: ~~October 9, 2024~~

~~Policy Revised: October 9, 2025~~

The School engages Educational Partners to improve the achievement of their student(s) in meaningful interactions with the School by:

- Frequent reports to educational rights holders on their student's progress (ESSA Section 1116[d][2][B]);
- Reasonable access to staff, opportunities for educational rights holders and family members to participate in their students education (ESSA Section 1116[d][2][C]). (Communication and access to the staff are conducted and available through monthly learning period meetings, School email communication, and School social media outlets.);
- Distributing information related to School and educational rights holders programs, meetings, and other activities to Title I, Part A educational rights holders and family members in a format and language that the educational rights holders and family members can understand (ESSA Section 1116[e][5]);
- Presenting information in a way that is understandable to educational rights holders;
- With the assistance of Educational Partners, the School educates School staff on the value of educational rights holder and family member contributions, and how to work with educational rights holders and family members as equal partners (ESSA Section 1116[e][3]); and
- The School coordinates and integrates the Title I, Part A programs with other programs, and conducts other activities, such as educational rights holder training and access to resources, to encourage and support educational rights holders and family members in more fully participating in the education of their students (ESSA Section 1116[e][4]).

Educational Partner Responsibilities (Educational Rights Holders)

Educational Rights Holders will support their student's learning in the following ways:

- Monitor student attendance and completion of coursework;
- Participate in Learning Facilitator meetings;
- Participate, to the extent possible, on policy advisory groups; and
- Participate in school input opportunities such as surveys.

Student Responsibilities

Students will share in the responsibility to improve their academic achievement through:

- Regular school attendance;
- Course completion; and
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Motivated Youth Academy

Student and Educational Rights Holder Handbook

Table of Contents

<u>General Information</u>	<u>1</u>
About Motivated Youth Academy (MY Academy / MYA)	1
Mission Statement	2
Core Values	2
Vision Statement	2
Calendar 2025-26 Links	2
<u>Admissions, Registration, and Enrollment</u>	<u>3</u>
Applications	3
Enrollment Requirements	4
Registration	4
Advisory Councils	5
Attendance	5
Educational Rights Holder Liability for Student Conduct	6
Accepting High School Credits from Previous Schools	6
Transitional Kindergarten (TK)/Kinder Placement	6
Immigrant Pupils' Rights	6
Nondiscrimination Statement	7
Notice of Involuntary Removal Process	9
Work Permits	9
Terminology	10
<u>Instructional Program</u>	<u>11</u>
Academic Guidance	11
Availability of Prospectus	11
Cal Grant Program Notice	11
Concerns about your Learning Facilitator (LF)	11
Educational Rights Holders Portal in the Student Information System (SIS)	12

English Language Proficiency Assessments for California (ELPAC)	12
Email Group for Educational Rights Holders	12
Graduation Requirements	12
Pathways to Graduation	13
Local Assessments	15
Notice for Information Regarding Financial Aid	15
Physical Fitness Test	16
Sexual Health Education	16
State Testing	17
Student Grades	18
High School Transcript	18
Report Cards	18
Learning Facilitator Qualification Information	18
Technology	20
Western Association of Schools and Colleges (“WASC”) Accreditation	20
<u>Student Health, Welfare, & Safety</u>	<u>21</u>
Animal Dissections	21
California Healthy Kids Survey	21
Child Abuse Reporting	21
Dangers of Synthetic Drugs	21
Employee Qualifications and Scope of Services	22
Firearm Safety Laws	23
Human Trafficking Prevention	25
Immunizations	25
Intervention and Emergency Procedures	27
Mental Health Services	29
Oral Health Assessment	31
Physical Examinations and Right to Refuse	31
Pregnant and Parenting Students	32

Responding After a Suicide Death (Postvention)	33
School Safety Plan	34
Staff Development	34
Student Identification (ID) Cards	36
Student Participation and Education	36
Suicide Prevention Policy	37
Supporting Students during or after a Mental Health Crisis	46
Surveys About Personal Beliefs	46
Tobacco-Free Schools	46
Universal Meals Program	47
<u>Special Populations</u>	<u>48</u>
Education of Foster and Mobile Youth	48
Education of Homeless Children and Youth	54
English Learners	59
Section 504	59
Special Education / Students with Disabilities	60
<u>Student Rights, Conduct, & Complaint Procedures</u>	<u>61</u>
Educational Records and Student Information	61
Professional Boundaries: Staff/Student Interaction Policy	66
School Search and Seizure	70
Student Freedom of Speech and Expression	70
Title IX, Harassment, Discrimination, Intimidation, & Bullying Policy	71
Uniform Complaint Procedures (“UCP”)	88
Use of Student Information Learned from Social Media	97
<u>Policy Appendix</u>	<u>98</u>
Community Relations	98
Access to Public Records Policy	98

COVID-19 Safe Reopening and Operation of Schools Policy	98
School Sponsored Field Trips and Cultural Excursions Policy	98
Suicide Prevention Policy	98
Uniform Complaint Procedures Policy	98
Instruction	98
130 Credit Graduation Path Policy	98
Attendance Policy	98
Independent Study Policy	98
Comprehensive School Safety Plan	98
Comprehensive Sexual Health Education Policy	98
Education for Foster Youth Policy	98
Education for Homeless Children and Youth Policy	98
Local Assessments Policy	98
Mathematics Placement Policy	98
Section 504 - Policy, Procedures, and Educational Rights Holder Rights	98
Special Education Assessment Requests Policy	98
Special Education Certificate of Completion Policy	98
Special Education Independent Educational Evaluation Policy	98
Personnel Services	99
Mandated Reporter - Child Abuse Policy	99
Student Services	99
Academic Integrity Policy	99
Acceleration Policy	99
Acceptable Use Policy	99
Cell Phones, Smartphones, Pagers, and Other Electronic Signaling Devices Policy	99
Communicable Contagious or Infectious Disease Prevention	99
Comprehensive Self-Harm and Suicide Policy and Procedures	99

Educational Records and Student Information Policy	99
Immunization Policy	99
Student Freedom of Speech and Expression Policy	99
Student Services Concepts and Roles	99
Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy	99
Transgender and Gender Nonconforming Student Nondiscrimination Policy	99
Transcripts from Non-Accredited Institutions Policy	99



Hello,

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

Sincerely,

Bill Dobson, Interim Director

Contact MY Academy

Mailing Address:

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

Contact Phone: (619) 343-2048

Contact Email: info@myacademy.org

Website: <https://myacademy.org>

General Information

About Motivated Youth Academy (MYA)

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

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

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

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

MYA understands the importance of providing students with a personalized course of study, which is why every MYA student receives a Motivated Youth Personalized Learning Adventure Now (“MY Plan”). A student’s MY Plan is developed based on their unique abilities, needs, and interests. MYA staff provides the support every student needs to identify their dreams and reach their goals. This is one of the many reasons students thrive at MYA—whether working from home, on the road, or anywhere their experiences and adventures take them.

Mission Statement

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

Core Values

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

Vision Statement

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

Calendar 2026-275-26 Links

You will find the MY Academy 2026-20275-2026 School Calendars linked here and on the MY Academy website (<https://www.myacademy.org/calendar/>).

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

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

[Track E Calendar](#)

[Track F Calendar](#)

[Track G Calendar](#)

Admissions, Registration, and Enrollment

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

Applications

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

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

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

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

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

MY Academy will be non-sectarian in its programs, admissions policies, employment

practices, and all other operations, shall not charge tuition, and shall not discriminate on the basis of race, ethnicity, national origin, gender, disability, or any other characteristic listed in Education Code Section 220 (or association with an individual who has any of those characteristics).

Enrollment Requirements

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

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

Registration

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

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

- Proof of residency
- Birth certificate or proof of birthdate (such as a statement by the local registrar or a county recorder certifying the date of birth, a baptism certificate duly attested, a passport, or an affidavit of the Educational Rights Holder or custodian of the minor)
- Immunization record or this form indicating the Educational Rights Holder is waiving vaccinations (Please see the list of recommended vaccinations under Section E below.) Proof of Tdap (whooping cough vaccination) and Varicella (chickenpox) - Two (2) doses – Students entering 7th-12th grades or this [form](#) waiving vaccinations.
- [Health Exam](#) – TK, Kindergarten, and 1st grade students and any student entering the public school system for the first time - or the signed [form](#) waiving this requirement. (See information below for the right to refuse.)
- [Oral Health Exam](#) – TK, kindergarten, and 1st grade students, and any student entering the public school system for the first time - or the signed [form](#) waiving this requirement.
- [Transcripts](#) – High school students only.

- [Caregiver Authorization Affidavit](#) – Only if person enrolling student is not the parent or legal guardian.

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

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

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

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

[Advisory Councils](#)

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

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

[Attendance](#)

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

Educational Rights Holder Liability for Student Conduct

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

If a student willfully damages the Charter School's property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student's Educational Rights Holder(s) are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's Educational Rights Holder in writing of the student's alleged misconduct and affording the student due process, the Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid. If the student and the student's Educational Rights Holder are unable to pay for the damages or to return the property, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades and diploma will be released.

Accepting High School Credits from Previous Schools

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

Transitional Kindergarten (TK)/Kinder Placement

Transitional Kindergarten (TK): In ~~2026-27~~~~2025-26~~, children are eligible for TK if they have their fourth birthday on or before September 1, ~~2026~~~~2025~~.

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

Immigrant Pupils' Rights

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

All children in California:

- Have the right to a free public education.
- Must be enrolled in school if they are between 6 and 18 years old.
- Have the right to attend safe, secure, and peaceful schools.

- Have a right to be in a public school learning environment free from discrimination, harassment, bullying, violence, and intimidation.
- Have equal opportunity to participate in any program or activity offered by the school without discrimination.

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

Nondiscrimination Statement

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

The Charter School adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), Education Code 234.7, Title VI of the Civil Rights Act of 1964 and the Individuals with Disabilities Education Act of 2004 ("IDEA").

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

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

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

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

Melissa Lato

Assistant Director ~~Ms. Gigi Lenz~~

~~Operations and Program Manager~~

Title IX/Uniform Complaint Procedure Coordinator

(619) 343-2048

~~mlatoglenz@myacademy.org~~

500 La Terraza Blvd, Suite 150

Escondido, CA 92025

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

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

Notice of Involuntary Removal Process

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

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

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

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

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

Work Permits

Work Permits are required for students under the age of 18 to secure employment. To request a work permit, students should contact their LF and complete the required paperwork. As of

January 1st 2021, [AB 1963](#) requires proof that the student's work supervisor has been trained as a mandated reporter.

Terminology

The following is a list of commonly used terms:

Learning Facilitator (“LF”)- A learning facilitator is a credentialed learning facilitator who works with students in grades TK-12 to support them in reaching their educational goals.

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

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

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

Independent Study Written Agreement (“WA”) - This is an agreement between the school, the learning facilitator, the student, and the student’s Educational Rights Holder. It outlines the assigned coursework, methods of study, available resources, methods of evaluation, meetings, and board policies.

Instructional Program

Academic Guidance

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

Availability of Prospectus

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

Cal Grant Program Notice

The Charter School is required by state law to submit the Grade Point Average ("GPA") of all high school juniors/seniors by January 1st of their grade 11 academic year each year, unless the student (if the student is over age 18 years of age or older) or Educational Rights Holder (for those under 18 years of age) opt-out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student (or Educational Rights Holder, if the student is under 18 years of age) has opted out by or before September 1.

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

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

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

Concerns about your Learning Facilitator (LF)

If a student, Educational Rights Holder or adult student has concerns regarding their LF that they are unable to resolve directly with the LF, please email admin@myacademy.org to set up a meeting with a member of MYA's administrative team. MYA will assist the LF, the student, and Educational Rights Holder or adult student in working towards a positive working relationship.

Educational Rights Holders Portal in the Student Information System (SIS)

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

English Language Proficiency Assessments for California (ELPAC)

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

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

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

Email Group for Educational Rights Holders

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

Graduation Requirements

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

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

- Three courses in English (English 9 A/B, 10 A/B, 11 A/B)
- Two courses in Mathematics, with one year of Algebra I mandatory*
- Two courses in Science, including Biological and Physical Sciences
- Three courses in Social Studies (including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics, and a one-semester course in economics)

- One course in Career Technical Education, Foreign Language or Visual and Performing Arts**
- Two courses in Physical Education unless the pupil has been exempted pursuant to the provisions of Education Code Section 51241.

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

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

MYA awards 5 credits per course, per semester.

Pathways to Graduation

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

210 Credit General Education Pathway

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

130 Credit Pathway (Board Policy 6130-MYA)

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

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

Eligible students include, but are not limited to:

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

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

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

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

[Local Assessments](#)

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

[Notice for Information Regarding Financial Aid](#)

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

- The FAFSA form and information regarding the FAFSA are available at:

<https://studentaid.gov/announcements-events/fafsa-support>

The California Dream Act Application and information regarding the California Dream Act are available at: <https://dream.csac.ca.gov/landing>

Physical Fitness Test

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

Students in grades five, seven, and nine take the PFT. The test has multiple parts that measure students’ fitness levels and abilities. For more information about the PFT, visit www.cde.ca.gov or email info@myacademy.org.

Sexual Health Education

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

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

Anonymous, voluntary, and confidential research and evaluation tools to measure students’ health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student’s attitudes concerning or practices relating to sex) may be administered to students in grades 7-12. An Educational Rights Holder has the

right to excuse their child from the test, questionnaire, or survey through a passive consent (“opt-out”) process. Educational Rights Holder shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks if the Charter School has received a written request from the student’s Educational Rights Holder excusing the student from participation. An alternative educational activity shall be made available to students whose Educational Rights Holder have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

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

State Testing

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

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

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

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

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

For more information about the CAASPP, visit <https://www.caaspp.org/> or email info@myacademy.org.

Student Grades

High School Transcript

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

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

Report Cards

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

Learning Facilitator Qualification Information

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

1. Whether the student's learning facilitator:

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

Upon request, the Charter School will provide the information to the Educational Rights Holder in a timely manner. Educational Rights Holder may contact the Executive Director at:

Executive Director

Motivated Youth Academy

500 La Terraza Blvd. Suite #150

Escondido, CA 92025

admin@myacademy.org

(619) 343-2048

to obtain this information.

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

School-Parent Compact

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

Parents Right to Know Letter

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

Educational Rights Holders and Family Engagement Policy (Parent and Family Engagement Policy)

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

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

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

Melissa Lato, Intervention Coordinator

Ph: 619-343-2048

mlato@myacademy.org

Technology

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

Western Association of Schools and Colleges ("WASC") Accreditation

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

School accreditation:

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

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

Student Health, Welfare, & Safety

Animal Dissections

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

California Healthy Kids Survey

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

Child Abuse Reporting

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

Dangers of Synthetic Drugs

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

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use. A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a

slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.

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

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

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

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

Employee Qualifications and Scope of Services

Employees of the Charter School must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs and to prevent the immediate risk of suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

Educational Rights Holders and Caregivers Participation and Education

1. Educational Rights Holders and caregivers may be included in suicide prevention efforts. At a minimum, the Charter Schools shall share this Policy with Educational Rights Holders and caregivers by notifying them where a complete copy of the policy is available.
2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School’s Web page and included in the parent handbook.
3. Educational Rights Holders and caregivers should be invited to provide input on the development and implementation of this policy.
4. All Educational Rights Holders and caregivers may have access to suicide prevention training that addresses the following:
 - a. Suicide risk factors, warning signs, and protective factors;
 - b. How to talk with a student about thoughts of suicide;

- c. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Firearm Safety Laws

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

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

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

Section 48986 has been added to the California Education Code (EC) and requires that beginning on July 1, 2023, all kindergarten through grade twelve school districts, county offices of education, and charter schools shall annually inform educational rights holders of California's child access prevention laws and laws relating to the safe storage of firearms at the beginning of the first semester or quarter of the regular school term. You will find Assembly Bill 452 on the California Legislative Information web page at https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB452.

Senate Bill 906—School Safety: Homicide Threats

Sections 49390 through 49395 have been added to the EC. This bill seeks to address homicidal threats in middle and high schools and applies only to local educational agencies that serve pupils in any grades from six through twelve as part of a middle school or high school. Local educational agencies serving these pupils must include information about child access prevention laws and laws relating to the safe storage of firearms in the annual notifications to educational rights holders at the beginning of the first semester or quarter of

the regular school term. The law states that school officials are required to report homicidal threats or perceived threats, as defined, to law enforcement, who must conduct an immediate investigation and threat assessment, as defined. You will find Senate Bill 906 on the [California Legislative Information web page](#).

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

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

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

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

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
 - Note: The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it

without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor never actually accesses the firearm.

- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

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

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

Human Trafficking Prevention

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

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

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

Immunizations

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must provide proof of having received required immunizations (shots) before they can attend school unless they meet the requirements for an exemption. Immunization records are

required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. The immunization status of all students will be reviewed periodically. Those students who are not in compliance with the State requirements must be excluded from attendance until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

TK/K-12 Admission

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

Polio - Four (4) doses

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

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

Varicella (chickenpox) – Two (2) doses

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

Entering 7th Grade

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

Varicella (chickenpox) - Two (2) doses

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

Exemptions from Immunization Requirements

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

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

Intervention and Emergency Procedures

The Charter School designates the following administrators to act as the primary and secondary suicide prevention liaisons:

1. School Counselor
2. School Psychologist

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's Educational Rights Holder as soon as possible if appropriate and in the best interest of the student. Determination of notification to Educational Rights Holders and caregivers should follow a formal initial assessment to ensure that the student is not endangered by Educational Rights Holder notification.

The suicide prevention liaison shall also refer the student to mental health resources in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other

unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
 - a. Eliciting immediate medical treatment if a suicide attempt has occurred;
 - b. Eliciting law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
 - c. Ensuring that the student is under continuous adult supervision until the Educational Rights Holder and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
 - d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
 - e. Moving all other students out of the immediate area if applicable;
 - f. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
 - g. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the Educational Rights Holder and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
4. After a referral is made, the Charter School shall verify with the Educational Rights Holder that the follow-up treatment has been accessed. Educational Rights Holders will be required to provide documentation of care for the student. If Educational Rights Holders refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the Educational Rights Holder to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build an understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted at a school sponsored activity, the suicide prevention liaison shall follow the crisis intervention procedures contained in the Charter School's safety plan. After consultation with the Executive Director or designee and the student's Educational Rights Holder about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Executive Director or designee may provide students, Educational Rights Holders, and staff with information, counseling, and/or referrals to community agencies as needed. Charter School staff may receive assistance from counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted unrelated to school activities, the Executive Director or designee shall take the following steps to support the student:

1. Contact the Educational Rights Holder and offer support to the family.
2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among learning facilitators, staff, and students.
3. Obtain permission from the Educational Rights Holder to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and Educational Rights Holder steps for re-integration to school. Re-integration may include obtaining a written release from the Educational Rights Holder to speak with any health care providers; conferring with the student and Educational Rights Holder about any specific requests on how to handle the situation; informing the student's learning facilitators about possible days of absences; allowing accommodations for makeup work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the Educational Rights Holder to involve the student in an aftercare plan.

Mental Health Services

The Charter School recognizes that, when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or

violence. Access to mental health services at the Charter School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

Available at School:

- School-based counseling services – your child is encouraged to request from their assigned learning facilitator connection with counseling services MYA's school psychologist supports students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact MYA's Special Education Program Manager to request an evaluation: programmanager@myacademy.org or (619) 343-2048 x 123.
- Prescription medication while at a school function – if your child requires prescription medication while attending a school function and you would like assistance from School staff in providing this medication to your child, please contact your student's learning facilitator.

Available in the Community:

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

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

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

Available Nationally:

- 211 - 211 is a free information and referral service that connects people to health and human services in their community 24 hours a day, 7 days a week. 211 serves people of all income levels, languages and cultural backgrounds and is available to 96% of Californians and to 85% of U.S. households. 211 programs are supported by United

Way, public and private funders, city and county agencies and more. In fact, California United Ways operate and/or provide major funding for 2-1-1 programs throughout the state. 211 also plays a critical role in providing information and support in times of disaster, such as evacuation, shelter, food, medical and recovery information, and provides public officials with feedback from callers about changing conditions.

- California Youth Crisis Hotline – 1 (800) 843-5200
The California Youth Crisis Line is a 24/7 statewide emergency response system for youth (ages 12-24) and families in crisis. Professionally trained staff and volunteer counselors respond to calls regarding thoughts of suicide, depression, bullying, health and identity questions, trauma, human trafficking or any teen-related struggle. Translation services are available for multiple languages.
- The 988 Suicide & Crisis Lifeline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours by dialing 988.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

Oral Health Assessment

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

Physical Examinations and Right to Refuse

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

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

Pregnant and Parenting Students

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

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

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

Motivated Youth Academy
~~Assistant Director Operations and Program Manager~~
 Title IX/Uniform Complaint Procedure Coordinator
 500 La Terraza Blvd, Suite 150
 Escondido, CA 92025

(619) 343-2048

mlatoglenz@myacademy.org

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

Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. The Charter School shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

1. Coordinate with the Executive Director to:
 - a. Confirm death and cause;
 - b. Identify a staff member to contact the deceased's family (within 24 hours);
 - c. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
2. Coordinate an all-staff meeting, to include:
 - a. Notification (if not already conducted) to staff about suicide death;
 - b. Emotional support and resources available to staff;
 - c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
 - d. Share information that is relevant and that which you have permission to disclose.
3. Prepare staff to respond to the needs of students regarding the following:
 - a. Review of protocols for referring students for support/assessment;
 - b. Talking points for staff to notify students;
 - c. Resources available to students
4. Identify students significantly affected by suicide death and other students at risk of imitative behavior;
5. Identify students affected by suicide death but not at risk of imitative behavior;
6. Communicate with the larger school community about suicide death;
7. Consider funeral arrangements for family and school community;

8. Respond to memorial requests in a respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
9. Identify a media spokesperson if needed.
10. Include long-term suicide postvention responses:
 - a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant events) and how these will be addressed
 - b. Support siblings, close friends, learning facilitators, and/or students of deceased
 - c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

School Safety Plan

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

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

Staff Development

The Charter School along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention. Training shall be provided for all school staff members and shall include the following:

1. All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
2. At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
3. At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or

annually. Core components of the general suicide prevention training shall include:

- a. Suicide risk factors, warning signs, and protective factors;
 - b. How to talk with a student about thoughts of suicide;
 - c. How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
 - d. Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
 - e. Emphasis on reducing the stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
 - f. Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
 - g. Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - i. Youth affected by suicide;
 - ii. Youth with a history of suicide ideation or attempts;
 - iii. Youth with disabilities, mental illness, or substance abuse disorders;
 - iv. Lesbian, gay, bisexual, transgender, or questioning youth;
 - v. Youth experiencing homelessness or in out-of-home settings, such as foster care;
 - vi. Youth who have suffered traumatic experiences;
4. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
- a. The impact of traumatic stress on emotional and mental health;
 - b. Common misconceptions about suicide;
 - c. Charter School and community suicide prevention resources;
 - d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
 - e. The factors associated with suicide (risk factors, warning signs, protective factors);
 - f. How to identify youth who may be at risk of suicide;
 - g. Appropriate ways to interact with a youth who is demonstrating emotional

distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on the Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on the Charter School guidelines;

- h. Charter School approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
- i. Charter School approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
- j. Responding after a suicide occurs (suicide postvention);
- k. Resources regarding youth suicide prevention;
- l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
- m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

Student Identification (ID) Cards

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

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

Charter School will include the telephone number for the National Suicide Prevention Lifeline (1-800-273-8255) and the National Domestic Violence Hotline (1-800-799-7233) on all student identification cards. The Charter School will also include the number for the Crisis Text Line, which can be accessed by texting HOME to 741741 and a local suicide prevention hotline on all student identification cards.

Student Participation and Education

The Charter School's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the

development of problem-solving skills, coping skills, and resilience.

The Charter School's instructional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the Charter School's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. Under the supervision of an appropriately trained individual acting within the scope of the individual's credential or license, students shall:

1. Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress which may include:
 - a. Coping strategies for dealing with stress and trauma.;
 - b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others
 - c. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help.;
 - d. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.
2. Receive developmentally appropriate guidance regarding the Charter School's suicide prevention, intervention, and referral procedures.

Student-focused suicide prevention education can be incorporated into curricula (e.g., health classes, science classes, and physical education).

The Charter School will support the creation and implementation of programs that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week).

[Suicide Prevention Policy](#)

Policy Reviewed: December 11, 2025

Motivated Youth Academy ("MYA" or the "Charter School") recognizes that suicide is a major cause of death among youth and should be taken seriously. In an effort to reduce suicidal behavior and its impact on students and families, the Charter School has developed prevention strategies and intervention procedures.

In compliance with Education Code section 215, this policy has been developed in consultation with the Charter School and educational partners, school employed mental health professionals, administrators, other school staff members, and the county mental health plan in planning, implementing, and evaluating the Charter School's strategies for suicide prevention and intervention. The Charter School must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

The purpose of this policy is to protect the health and well-being of all students by having procedures in place to prevent, assess the risk of, intervene in, and respond to youth suicidal behavior. Protecting the health and well-being of all students is of utmost importance to the school and is in line with school mandates for all professionals and individuals working with youth. Because it is impossible to predict when a crisis will occur, preparedness is necessary for every school. Youth suicide is preventable, and Educational Rights Holders, educators and schools are key to prevention. Preventing suicide depends not only on suicide prevention policies, but also on a holistic approach that promotes healthy lifestyles, families, and communities. Thus, this policy is intended to be paired with other policies and efforts that support the emotional and behavioral well-being of youth.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the Charter School shall appoint an individual (or team) to serve as the suicide prevention point of contact for the Charter School. The suicide prevention point of contact and the Executive Director shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community educational partners.

Staff Development

The Charter School along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention. Training shall be provided for all school staff members and shall include the following:

1. All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on

previous professional development activities and emerging best practices.

2. At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
3. At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
 - a. Suicide risk factors, warning signs, and protective factors;
 - b. How to talk with a student about thoughts of suicide;
 - c. How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
 - d. Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
 - e. Emphasis on reducing the stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
 - f. Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
 - g. Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - i. Youth affected by suicide;
 - ii. Youth with a history of suicide ideation or attempts;
 - iii. Youth with disabilities, mental illness, or substance abuse disorders;
 - iv. Lesbian, gay, bisexual, transgender, or questioning youth;
 - v. Youth experiencing homelessness or in out-of-home settings, such as foster care;
 - vi. Youth who have suffered traumatic experiences;
4. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
 - a. The impact of traumatic stress on emotional and mental health;
 - b. Common misconceptions about suicide;
 - c. Charter School and community suicide prevention resources;

- d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
- e. The factors associated with suicide (risk factors, warning signs, protective factors);
- f. How to identify youth who may be at risk of suicide;
- g. Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on the Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on the Charter School guidelines;
- h. Charter School approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
- i. Charter School approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
- j. Responding after a suicide occurs (suicide postvention);
- k. Resources regarding youth suicide prevention;
- l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
- m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

Employee Qualifications and Scope of Services

Employees of the Charter School must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs and to prevent the immediate risk of suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

Educational Rights Holder and Caregivers Participation and Education

1. Educational Rights Holders/caregivers may be included in suicide prevention efforts. At a minimum, the Charter Schools shall share this Policy with Educational Rights Holders/caregivers by notifying them where a complete copy of the policy is

available.

2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School's Web page and included in the Student and Educational Rights Holder's Handbook.
3. Educational Rights Holder/caregivers should be invited to provide input on the development and implementation of this policy.
4. All Educational Rights Holder/caregivers may have access to suicide prevention training that addresses the following:
 - a. Suicide risk factors, warning signs, and protective factors;
 - b. How to talk with a student about thoughts of suicide;
 - c. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Student Participation and Education

The Charter School's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience.

The Charter School's instructional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the Charter School's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. Under the supervision of an appropriately trained individual acting within the scope of the individual's credential or license, students shall:

1. Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress which may include:
 - a. Coping strategies for dealing with stress and trauma;
 - b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others
 - c. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
 - d. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.
2. Receive developmentally appropriate guidance regarding the Charter School's

suicide prevention, intervention, and referral procedures.

Student-focused suicide prevention education can be incorporated into curricula (e.g., health classes, science classes, and physical education).

The Charter School will support the creation and implementation of programs that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week).

Intervention and Emergency Procedures

The Charter School designates the following administrators to act as the primary and secondary suicide prevention liaisons:

1. School Counselor
2. School Psychologist

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's Educational Rights Holder as soon as possible if appropriate and in the best interest of the student. Determination of notification to Educational Rights Holders/caregivers should follow a formal initial assessment to ensure that the student is not endangered by Educational Rights Holder notification.

The suicide prevention liaison shall also refer the student to mental health resources in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
 - a. Eliciting immediate medical treatment if a suicide attempt has occurred;

- b. Eliciting law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
 - c. Ensuring that the student is under continuous adult supervision until the Educational Rights Holder and/or appropriate support agent or agency can be contacted and has the opportunity to intervene;
 - d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
 - e. Moving all other students out of the immediate area if applicable;
 - f. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
 - g. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the Educational Rights Holder and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
4. After a referral is made, the Charter School shall verify with the Educational Rights Holder that the follow-up treatment has been accessed. Educational Rights Holders will be required to provide documentation of care for the student. If Educational Rights Holders refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the Educational Rights Holder to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build an understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted at a school sponsored activity, the suicide prevention liaison shall follow the crisis intervention procedures contained in the Charter School's safety plan. After consultation with the Executive Director or designee and the student's Educational Rights Holder about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Executive Director or designee may provide students, Educational Rights Holders, and staff with information, counseling, and/or referrals to community agencies as needed. Charter School staff may

receive assistance from counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted unrelated to school activities, the Executive Director or designee shall take the following steps to support the student:

1. Contact the Educational Rights Holder and offer support to the family.
2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the Educational Rights Holder to share information to ensure the facts regarding the crisis are correct.
4. The school Director or designee, as outlined in MYA Board Policy 1112, will coordinate media requests with the suicide prevention liaison.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and Educational Rights Holder steps for re-integration to school. Re-integration may include obtaining a written release from the Educational Rights Holder to speak with any health care providers; conferring with the student and Educational Rights Holder about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for makeup work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the Educational Rights Holder to involve the student in an aftercare plan.

Supporting Students during or after a Mental Health Crisis

Students shall be encouraged to notify a teacher, the Executive Director, another school administrator, psychologist, counselor, suicide prevention liaisons, or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and Educational Rights Holder, about additional resources to support the student.

Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. The Charter School shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

1. Coordinate with the Executive Director to:
 - a. Confirm death and cause;
 - b. Identify a staff member to contact the deceased's family (within 24 hours);
 - c. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
2. Coordinate an all-staff meeting, to include:
 - a. Notification (if not already conducted) to staff about suicide death;
 - b. Emotional support and resources available to staff;
 - c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
 - d. Share information that is relevant and which you have permission to disclose.
3. Prepare staff to respond to the needs of students regarding the following:
 - a. Review of protocols for referring students for support/assessment;
 - b. Talking points for staff to notify students;
 - c. Resources available to students.
4. Identify students significantly affected by suicide death and other students at risk of imitative behavior;
5. Identify students affected by suicide death but not at risk of imitative behavior;
6. Communicate with the larger school community about suicide death;
7. Consider funeral arrangements for family and school community;
8. Respond to memorial requests in a respectful and non-harmful manner. Responses should be handled in a thoughtful way and their impact on other students should be considered;
9. Identify a media spokesperson if needed.
10. Include long-term suicide postvention responses:
 - a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant events) and how these will be addressed;
 - b. Support siblings, close friends, teachers, and/or students of deceased;
 - c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

Student Identification Cards

Charter School will include the telephone number for the National Suicide Prevention Lifeline (1-800-273-8255) and the National Domestic Violence Hotline (1-800-799-7233) on all student identification cards. The Charter School will also include the number for the Crisis Text Line, which can be accessed by texting HOME to 741741 and a local suicide prevention hotline on all student identification cards.

View the complete Suicide Prevention Policy via this [link](#).

Supporting Students during or after a Mental Health Crisis

Students shall be encouraged to notify a learning facilitator, the Executive Director, another school administrator, psychologist, counselor, suicide prevention liaisons, or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and Educational Rights Holder, about additional resources to support the student.

Surveys About Personal Beliefs

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

Tobacco-Free Schools

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

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

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is

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

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

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

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

Universal Meals Program

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

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

Special Populations

Education of Foster and Mobile Youth

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

- *“Foster youth”* means any of the following:
 1. A child who is the subject of a petition filed pursuant to California Welfare and Institutions Code (“WIC”) section 309 (whether or not the child has been removed from the child’s home by juvenile court).
 2. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
 3. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
 - a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
 - b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
 - c. The nonminor is participating in a transitional independent living case plan.
 4. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.¹
 5. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
- *“Former juvenile court school student”* means a student who, upon completion of the student’s second year of high school, transfers from a juvenile court school to the Charter School.
- *“Child of a military family”* refers to a student who resides in the household of an active duty military member.
- *“Currently Migratory Child”* refers to a child who, within the last 12-months, has moved with an Educational Rights Holder, or other person having custody to the Charter School from another Local Educational Agency (“LEA”), either within California or from another state, so that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose Educational Rights Holders have been informed of the child’s eligibility for migrant education services. This includes a child who, without the Educational Rights

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

Holder, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

- “*Student participating in a newcomer program*” means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a student participating in the newcomer program will be collectively referred to as “Foster and Mobile Youth.” Within this notice, an Educational Rights Holder for a Foster and Mobile Youth will be referred to as an “Educational Rights Holder.”

Notice for Foster and Mobile Youth Liaison:

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

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

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

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

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

interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

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

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

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

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

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the

student's school enrollment may be used, whichever will qualify the student for the exemption. In the case of a pupil participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in their third or fourth year of high school.

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

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

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

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

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise

be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

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

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

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

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

Student Records: When the Charter School receives a transfer request and/or student records

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

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

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

Discipline Determinations: If the Charter School intends to extend the suspension of any foster youth pending a recommendation for expulsion, the Charter School will invite the student’s attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

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

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

of this handbook.

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

Education of Homeless Children and Youth

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

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Migratory children and unaccompanied youth (youth not in the physical custody of an Educational Rights Holder) may be considered homeless if they meet the above definition of "homeless."

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

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

Motivated Youth Academy
Community Program Specialist
500 La Terraza Blvd, Suite 150
Escondido, CA 92025
(619) 343-2048

fosterandmobileyouth@myacademy.org

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

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
4. Educational Rights Holders are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by Educational Rights Holders of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the Educational Rights Holders of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, the Charter School's charter, and Board policy.
7. Educational Rights Holders and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the

purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

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

Housing Questionnaire: Charter School shall administer a housing questionnaire for purposes of identifying homeless children and youth. Charter School shall ensure that the housing questionnaire is based on the best practices developed by the CDE. Charter School shall annually provide the housing questionnaire to all Educational Rights Holders of students and to all unaccompanied youths at Charter School. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in English, and if fifteen (15) percent or more of the students enrolled at Charter School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a student's Educational Rights Holder or an unaccompanied youth. Charter School shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

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

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

Within thirty (30) calendar days of the date that a student who may qualify for exemption under

the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's educational rights holder, and the School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

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

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

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

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

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

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

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

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

For any homeless student who enrolls at the Charter School, a copy of the Charter School's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office or via this [link](#).

English Learners

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

For detailed information about English Language Learners, please see MYA's English Learner Master Plan.

Section 504

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

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

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

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

Special Education / Students with Disabilities

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

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. Under the IDEA, Educational rights holders have a right to inspect, review, and obtain copies of their child's educational records. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special

education services, please contact the Special Education Program Manager, at programmanager@myacademy.org or (619) 343-2048 x123.

MY Academy will collect information about a student's special education eligibility or services. The educational rights holder of a child should submit to the Special Education Department a complete copy of the student's most recent IEP (Individualized Education Plan), 504 plan, or any related special education documentation, if your child was receiving special education services in the past. In addition, MY Academy will comply with all relevant obligations under the law, including taking reasonable steps to promptly obtain relevant pupil records from the previous school in which your child was enrolled, including records relating to providing special education and related services to your child, and offering a Free and Appropriate Public Education ("FAPE"). If you have a student who receives special education services, please review this [Notice of Procedural Safeguards](#) to understand the special education rights of both educational rights holders and students.

Student Rights, Conduct, & Complaint Procedures

Educational Records and Student Information

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

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

Educational Rights Holders must submit to the Executive Director or designee a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the Educational Rights Holders of the time and place where the records may be inspected.

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

Educational Rights Holders who wish to ask the school to amend a record must write to the Executive Director or designee, clearly identify the part of the record they want changed, and specify why it should be changed. If MY Academy decides not to amend

the record as requested by the Educational Rights Holder or eligible student, MY Academy will notify the Educational Rights Holders of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the Educational Rights Holders when notified of the right to a hearing. If MY Academy agrees to amend the record as requested, the Executive Director must order the correction or the removal and destruction of the information and inform the Educational Rights Holders of the amendment in writing.

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

One exception, which permits disclosure without consent, is disclosure to Charter school officials with legitimate educational interests. For this purpose, a Charter School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Charter School's Board of Directors. A Charter School official may also include a volunteer, consultant, or vendor outside of the Charter School who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; or contracted provider of digital educational platforms and/or services, an Educational Rights Holder volunteering to serve on an official committee, such as a disciplinary or grievance committee; or an Educational Rights Holder, student, or other volunteer assisting another school official in performing a task on behalf of the Charter School. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

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

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

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA. The name and

address of the Office that processes FERPA complaints are:

Student Privacy Policy Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-8520

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

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

- To Charter School officials, including learning facilitators, within the educational agency or institution whom the school has determined have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, as defined by 34 C. F. R. Part 99; To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. The Charter School will make a reasonable attempt to notify the Educational Rights Holders of the request for records at the parents/guardians/educational right holders' last known address, unless the disclosure is initiated by the Educational Rights Holders. Additionally, the Charter School will give the Educational Rights Holders, upon request, a copy of the record that was disclosed and give

Educational Rights Holders, upon request, an opportunity for a hearing;

- To certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
- Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
- Accrediting organizations in order to carry out their accrediting functions;
- Educational Rights Holders of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
- Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the Educational Rights Holder or eligible student of the order or subpoena in advance of compliance, so that the Educational Rights Holder or eligible students may seek a protective order;
- Persons who need to know in cases of health and safety emergencies;
- State and local authorities, within a juvenile justice system, pursuant to specific State law;
- A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for students and Educational Rights Holders, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by the Charter School; and/or
- A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by the Charter School with respect to that alleged crime or offense. The Charter School discloses the final results of the disciplinary proceeding regardless of whether the Charter School concluded a violation was committed.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. The Charter School may disclose the personally identifiable information that it has designated as directory information without an Educational Rights Holder's or

eligible student's prior written consent. The Charter School has designated the following information as directory information:

- Student's name
- Student's address
- Educational Rights Holder's address
- Telephone listing
- Student's electronic mail address
- Educational Rights Holder's electronic mail address
- Photograph/video
- Date and place of birth
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Degrees, honors, and awards received
- The most recent educational agency or institution attended
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)

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

Please notify the Executive Director at:

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

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

Professional Boundaries: Staff/Student Interaction Policy

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

Corporal Punishment

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

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

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

A. Examples of PERMITTED actions (NOT corporal punishment)

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

B. Examples of PROHIBITED actions (corporal punishment)

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

Acceptable and Unacceptable Staff/Student Behavior

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

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

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

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

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

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of

student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

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

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

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

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

Cautionary Staff/Student Behaviors

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

- (a) Remarks about the physical attributes or development of anyone.

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

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting Educational Rights Holders' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping Educational Rights Holders informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Principal about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career

School Search and Seizure

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

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

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

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

Student Freedom of Speech and Expression

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

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

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

director or designee will supervise the material produced by pupils to ensure it meets professional standards of English and journalism.

Students' freedom of expression shall be limited as allowed by Education Code Section 48907, and other applicable state and federal laws. Students are prohibited from making any expressions or distributing or posting any materials that are obscene, libelous, or slanderous. The use of "fighting words" or epithets is prohibited in those instances where the speech is abusive and insulting, rather than a communication of ideas, and the speech is used in an aggressive or abusive manner in a situation that presents an actual danger that it will cause a breach of the peace. A student shall be subject to discipline for out-of-school expression, including expression on Internet websites, when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program.

The complete policy is in the Appendices of this handbook.

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

Policy Adopted: October 10, 2019

Revised: December 11, 2025

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Motivated Youth Academy ("MYA" or the "Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of a school-sponsored event and activity, regardless of location, through school-owned technology and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex, gender, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other

characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as “misconduct prohibited by this policy.”

To the extent possible, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. The Charter School staff that witness acts of misconduct prohibited by this policy will take immediate steps to intervene when safe to do so.

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this policy by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This policy applies to all employees, students, or volunteer actions and relationships regardless of position or gender. The Charter School will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. The Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this policy.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):

Melissa LatoGigi Lenz

Title IX/Uniform Complaint Procedure Coordinator

(619) 343-2048

mlatoglenn@myacademy.org

150 La Terraza Blvd Ste 150

Escondido, CA 92025

Definitions

Prohibited Unlawful Harassment

1. Verbal conduct such as epithets, derogatory jokes or comments, or slurs.
2. Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected basis.
3. Retaliation for reporting or threatening to report harassment.
4. Deferential or preferential treatment based on any of the protected characteristics listed above.

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et. seq*; 34 C.F.R. § 106.1 *et. seq*) and California state law prohibit discrimination and harassment on the basis of sex. In accordance with these existing laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution's admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by the Charter School.

The Charter School is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action up to and including termination. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire when:

5. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress;
6. submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual;
7. the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or
8. submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against themselves or against another individual.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults.

- o Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - o Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - o Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - o Subjecting or threats of subjecting a student to unwelcome sexual attention or conduct or intentionally making the student's academic performance more difficult because of the student's sex.
- Sexual or discriminatory displays or publications anywhere in the educational environment, such as:
 - o Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the educational environment.
 - o Reading publicly or otherwise publicizing in the educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - o Displaying signs or other materials purporting to segregate an individual by sex in an area of the educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

Prohibited Bullying

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act.

Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable pupil* or pupils in fear of harm to that pupil's or those pupils' person or property.
2. Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health.
3. Causing a reasonable pupil to experience substantial interference with the pupil's academic performance.
4. Causing a reasonable pupil to experience a substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

* "Reasonable pupil" is defined as a pupil, including but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of the same age, or for a person of the same age with the same exceptional needs.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.
- A post on a social network Internet Website including, but not limited to:
 5. Posting to or creating a burn page. A "burn page" means an Internet Website created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
 6. Creating a credible impersonation* of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying" above. *"Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 7. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a

fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

- An act of “cyber sexual bullying” including, but not limited to:
 - The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 - Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in Charter School’s education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that Charter School investigate the allegation of sexual harassment.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

Charter School has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. Cyberbullying Prevention Procedures

Charter School advises students:

- To never share passwords, personal data, or private photos online.
- To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.

- o That personal information revealed on social media can be shared with anyone including educational rights holders, parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the public had access to it.
- o To consider how it would feel receiving such comments before making comments about others online.

Charter School informs its employees, students, and educational rights holders, of its policies regarding the use of technology in and out of the classroom. The Charter School encourages educational rights holders to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

Charter School employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. Charter School advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Charter School and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

Charter School's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

Charter School informs Charter School employees, students, and educational rights holders of this policy and encourages educational rights holders to discuss this policy with their children to ensure their children understand and comply with this policy.

3. Professional Development

Charter School annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other Charter School employees who have regular interaction with students.

Charter School informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by Charter School, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- a. Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
- b. Students with physical or learning disabilities.

Charter School encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for students.

Grievance Procedures

Scope of Grievance Procedures

Charter School will comply with its Uniform Complaint Procedures (“UCP”) policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person’s association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- a. Are written and signed;
- b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this part, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- c. Submitted to the Charter School UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, Charter School will utilize the following grievance procedures in addition to its UCP when applicable.

Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this policy, to intervene when it is safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this policy.

Any student who believes they have been subject to misconduct prohibited by this policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Melissssa Lato, Assistant Director ~~Gigi Lenz, Operations and Program Manager~~
 Title IX/Uniform Complaint Procedure Coordinator
 (619) 343-2048
mlatoglenn@myacademy.org
 150 La Terraza Blvd Ste 150
 Escondido, CA 92025

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Charter School will investigate and respond to all oral and written reports of misconduct prohibited by this policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the program director, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this policy.

The Charter School acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

The Charter School prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this policy may file a grievance using the procedures set forth in this policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff and any individuals designated as a coordinator, investigator, or decision-maker will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to Charter School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Charter School's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Charter School will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Charter School to provide the supportive measures.

Investigation and Response

Upon receipt of a report of misconduct prohibited by this policy from a student, staff member, educational rights holder, volunteer, visitor or affiliate of the Charter School, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator or administrative designee will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to

resolve the incident/situation. However the Coordinator or administrative designee will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
 - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
 - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
 - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
 - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
 - A statement that Charter School prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
 - Charter School may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with Charter School's policies.
 - Charter School may remove a respondent from Charter School's education program or activity on an emergency basis, in accordance with Charter School's policies, provided that Charter School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
 - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
 - a. If a formal complaint of sexual harassment is filed, Charter School may offer a voluntary informal resolution process, such as mediation, to the parties at any

time prior to reaching a determination regarding responsibility. If Charter School offers such a process, it will do the following:

- i. Provide the parties with advance written notice of:
 - The allegations;
 - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
 - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
 - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
- ii. Obtain the parties' advance voluntary, written consent to the informal resolution process.
- o Charter School will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
 - o The decision-maker will not be the same person(s) as the Coordinator or the investigator. Charter School shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
 - o In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
 - o The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
 - o The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
 - o A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and

purpose of the meeting or interview with sufficient time for the party to prepare to participate.

- o Prior to completion of the investigative report, Charter School will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- o The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
 - o If the investigation reveals that the alleged harassment did not occur in Charter School's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable Charter School policy.
 - o Charter School may dismiss a formal complaint of sexual harassment if:
 - The complainant provides a written withdrawal of the complaint to the Coordinator;
 - The respondent is no longer employed or enrolled at Charter School; or
 - The specific circumstances prevent Charter School from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
 - o If a formal complaint of sexual harassment or any of the claims therein are dismissed, Charter School will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
 - o The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
 - o Charter School will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
 - The allegations in the formal complaint of sexual harassment;
 - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - The findings of facts supporting the determination;

- The conclusions about the application of Charter School's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible basis for appeals.

Consequences

Students or employees who engage in misconduct prohibited by this policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from Charter School or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by Charter School in response to a formal complaint of sexual harassment.

Right of Appeal

Should the reporting individual find Charter School's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of Charter School's decision or resolution, submit a written appeal to the Chief Executive Officer, who will review the investigation and render a final decision.

The following appeal rights and procedures will also apply to formal complaints of sexual harassment:

- a. The complainant and the respondent shall have the same appeal rights and Charter School will implement appeal procedures equally for both parties.
- b. Charter School will notify the other party in writing when an appeal is filed.
- c. The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

Recordkeeping

All records related to any investigation of complaints under this policy are maintained in a secure location.

Charter School will maintain the following records for at least seven (7) years:

- a. Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- b. Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- c. Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- d. All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- e. Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

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



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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant

Date

Print Name

To be completed by the Charter School:

Received by: _____

Date: _____

Follow up meeting with complainant held on: _____

Uniform Complaint Procedures (“UCP”)

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

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
 - Accommodations for Pregnant, Parenting or Lactating Students;
 - Adult Education;
 - Career Technical and Technical Education;
 - Career Technical and Technical Training;
 - Child Care and Development Programs;
 - Consolidated Categorical Aid;
 - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
 - Every Student Succeeds Act;
 - Migrant Education Programs;
 - Regional Occupational Centers and Programs; and
 - School Safety Plans.
3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:

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

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

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

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

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Complaints regarding state preschool health and safety issues in local educational agencies exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated. The Complaints other than complaints relating to pupil fees must be filed in writing with the following Compliance Officer:

Motivated Youth Academy
~~Operations and Program Manager~~

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

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

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

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

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

1. The Charter School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the Charter School's Decision are not supported by

substantial evidence.

4. The legal conclusion in the Charter School's Decision is inconsistent with the law.
5. In a case in which the Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

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

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

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

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

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

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

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

UNIFORM COMPLAINT PROCEDURE FORM

Last Name:_____ First Name/MI:_____

Student Name (if applicable):_____ Grade:____ Date of Birth:_____

Street Address/Apt.#:_____

City:_____ State:_____ Zip Code:_____

Home Phone:_____ Cell Phone:_____ Work Phone:_____

School/Office of alleged violation:_____

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:

☐ Adult Education	☐ Every Student Succeeds Act
☐ Career Technical and Technical Education/Career Technical and Technical Training	☐ Local Control Funding Formula/Local Control and Accountability Plan
☐ Child Care and Development	☐ Migrant Education Programs
☐ Consolidated Categorical Aid Programs	☐ Regional Occupational Centers and Programs
☐ Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families	☐ School Plans for School Achievement
	☐ School Safety Plan
	☐ Pupil Fees
	☐ Pregnant, Parenting or Lactating Student

For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:

☐ Age	☐ Ethnic Group Identification
☐ Ancestry	☐ Medical Condition
☐ Color	☐ Immigration Status/Citizenship
☐ Disability (Mental or Physical)	

- ☐ Gender/Gender Expression/Gender Identity
 - ☐ Genetic Information
 - ☐ Nationality/ National Origin
 - ☐ Race or Ethnicity
 - ☐ Religion
 - ☐ Sex (Actual or Perceived)
 - ☐ Sexual Orientation (Actual or Perceived)
 - ☐ Based on association with a person or group with one or more of these actual or perceived characteristics
 - ☐ Marital Status

[illegible]

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

☐ Yes

☐ No

Signature: _____ Date: _____

Mail complaint and any relevant documents to:

Melissa Lato

Assistant Director ~~Gigi Lenz~~

~~Operations and Program Manager~~

500 La Terraza Blvd

Escondido, CA 92025

Use of Student Information Learned from Social Media

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

Policy Appendix

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

Community Relations

[Access to Public Records Policy](#)

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

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

[Suicide Prevention Policy](#)

[Uniform Complaint Procedures Policy](#)

Instruction

[130 Credit Graduation Path Policy](#)

[Attendance Policy](#)

[Independent Study Policy](#)

[Comprehensive School Safety Plan](#)

[Comprehensive Sexual Health Education Policy](#)

[Education for Foster Youth Policy](#)

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

[Local Assessments Policy](#)

[Mathematics Placement Policy](#)

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

[Special Education Assessment Requests Policy](#)

[Special Education Certificate of Completion Policy](#)

[Special Education Independent Educational Evaluation Policy](#)

Personnel Services

Mandated Reporter - Child Abuse Policy

Student Services

Academic Integrity Policy

Acceleration Policy

Acceptable Use Policy

Cell Phones, Smartphones, Pagers, and Other Electronic Signaling Devices Policy

Communicable Contagious or Infectious Disease Prevention

Comprehensive Self-Harm and Suicide Policy and Procedures

Educational Records and Student Information Policy

Immunization Policy

Student Freedom of Speech and Expression Policy

Student Services Concepts and Roles

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

Transgender and Gender Nonconforming Student Nondiscrimination Policy

Transcripts from Non-Accredited Institutions Policy



Motivated Youth Academy

Student and Educational Rights Holder Handbook

Table of Contents

<u>General Information</u>	<u>1</u>
About Motivated Youth Academy (MY Academy / MYA)	1
Mission Statement	2
Core Values	2
Vision Statement	2
Calendar 2025-26 Links	2
<u>Admissions, Registration, and Enrollment</u>	<u>3</u>
Applications	3
Enrollment Requirements	4
Registration	4
Advisory Councils	5
Attendance	5
Educational Rights Holder Liability for Student Conduct	6
Accepting High School Credits from Previous Schools	6
Transitional Kindergarten (TK)/Kinder Placement	6
Immigrant Pupils' Rights	6
Nondiscrimination Statement	7
Notice of Involuntary Removal Process	9
Work Permits	9
Terminology	10
<u>Instructional Program</u>	<u>11</u>
Academic Guidance	11
Availability of Prospectus	11
Cal Grant Program Notice	11
Concerns about your Learning Facilitator (LF)	11
Educational Rights Holders Portal in the Student Information System (SIS)	12

English Language Proficiency Assessments for California (ELPAC)	12
Email Group for Educational Rights Holders	12
Graduation Requirements	12
Pathways to Graduation	13
Local Assessments	15
Notice for Information Regarding Financial Aid	15
Physical Fitness Test	16
Sexual Health Education	16
State Testing	17
Student Grades	18
High School Transcript	18
Report Cards	18
Learning Facilitator Qualification Information	18
Technology	20
Western Association of Schools and Colleges (“WASC”) Accreditation	20
<u>Student Health, Welfare, & Safety</u>	<u>21</u>
Animal Dissections	21
California Healthy Kids Survey	21
Child Abuse Reporting	21
Dangers of Synthetic Drugs	21
Employee Qualifications and Scope of Services	22
Firearm Safety Laws	23
Human Trafficking Prevention	25
Immunizations	25
Intervention and Emergency Procedures	27
Mental Health Services	29
Oral Health Assessment	31
Physical Examinations and Right to Refuse	31
Pregnant and Parenting Students	32

Responding After a Suicide Death (Postvention)	33
School Safety Plan	34
Staff Development	34
Student Identification (ID) Cards	36
Student Participation and Education	36
Suicide Prevention Policy	37
Supporting Students during or after a Mental Health Crisis	46
Surveys About Personal Beliefs	46
Tobacco-Free Schools	46
Universal Meals Program	47
<u>Special Populations</u>	<u>48</u>
Education of Foster and Mobile Youth	48
Education of Homeless Children and Youth	54
English Learners	59
Section 504	59
Special Education / Students with Disabilities	60
<u>Student Rights, Conduct, & Complaint Procedures</u>	<u>61</u>
Educational Records and Student Information	61
Professional Boundaries: Staff/Student Interaction Policy	66
School Search and Seizure	70
Student Freedom of Speech and Expression	70
Title IX, Harassment, Discrimination, Intimidation, & Bullying Policy	71
Uniform Complaint Procedures (“UCP”)	88
Use of Student Information Learned from Social Media	97
<u>Policy Appendix</u>	<u>98</u>
Community Relations	98
Access to Public Records Policy	98

COVID-19 Safe Reopening and Operation of Schools Policy	98
School Sponsored Field Trips and Cultural Excursions Policy	98
Suicide Prevention Policy	98
Uniform Complaint Procedures Policy	98
Instruction	98
130 Credit Graduation Path Policy	98
Attendance Policy	98
Independent Study Policy	98
Comprehensive School Safety Plan	98
Comprehensive Sexual Health Education Policy	98
Education for Foster Youth Policy	98
Education for Homeless Children and Youth Policy	98
Local Assessments Policy	98
Mathematics Placement Policy	98
Section 504 - Policy, Procedures, and Educational Rights Holder Rights	98
Special Education Assessment Requests Policy	98
Special Education Certificate of Completion Policy	98
Special Education Independent Educational Evaluation Policy	98
Personnel Services	99
Mandated Reporter - Child Abuse Policy	99
Student Services	99
Academic Integrity Policy	99
Acceleration Policy	99
Acceptable Use Policy	99
Cell Phones, Smartphones, Pagers, and Other Electronic Signaling Devices Policy	99
Communicable Contagious or Infectious Disease Prevention	99
Comprehensive Self-Harm and Suicide Policy and Procedures	99

Educational Records and Student Information Policy	99
Immunization Policy	99
Student Freedom of Speech and Expression Policy	99
Student Services Concepts and Roles	99
Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy	99
Transgender and Gender Nonconforming Student Nondiscrimination Policy	99
Transcripts from Non-Accredited Institutions Policy	99



Hello,

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

Sincerely,

Bill Dobson, Interim Director

Contact MY Academy

Mailing Address:

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

Contact Phone: (619) 343-2048

Contact Email: info@myacademy.org

Website: <https://myacademy.org>

General Information

About Motivated Youth Academy (MYA)

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

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

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

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

MYA understands the importance of providing students with a personalized course of study, which is why every MYA student receives a Motivated Youth Personalized Learning Adventure Now (“MY Plan”). A student’s MY Plan is developed based on their unique abilities, needs, and interests. MYA staff provides the support every student needs to identify their dreams and reach their goals. This is one of the many reasons students thrive at MYA—whether working from home, on the road, or anywhere their experiences and adventures take them.

Mission Statement

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

Core Values

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

Vision Statement

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

Calendar 2026-27 Links

You will find the MY Academy 2026-2027 School Calendars linked here and on the MY Academy website (<https://www.myacademy.org/calendar/>).

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

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

[Track E Calendar](#)

[Track F Calendar](#)

[Track G Calendar](#)

Admissions, Registration, and Enrollment

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

Applications

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

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

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

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

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

MY Academy will be non-sectarian in its programs, admissions policies, employment

practices, and all other operations, shall not charge tuition, and shall not discriminate on the basis of race, ethnicity, national origin, gender, disability, or any other characteristic listed in Education Code Section 220 (or association with an individual who has any of those characteristics).

Enrollment Requirements

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

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

Registration

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

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

- Proof of residency
- Birth certificate or proof of birthdate (such as a statement by the local registrar or a county recorder certifying the date of birth, a baptism certificate duly attested, a passport, or an affidavit of the Educational Rights Holder or custodian of the minor)
- Immunization record or this form indicating the Educational Rights Holder is waiving vaccinations (Please see the list of recommended vaccinations under Section E below.) Proof of Tdap (whooping cough vaccination) and Varicella (chickenpox) - Two (2) doses – Students entering 7th-12th grades or this [form](#) waiving vaccinations.
- [Health Exam](#) – TK, Kindergarten, and 1st grade students and any student entering the public school system for the first time - or the signed [form](#) waiving this requirement. (See information below for the right to refuse.)
- [Oral Health Exam](#) – TK, kindergarten, and 1st grade students, and any student entering the public school system for the first time - or the signed [form](#) waiving this requirement.
- [Transcripts](#) – High school students only.

- [Caregiver Authorization Affidavit](#) – Only if person enrolling student is not the parent or legal guardian.

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

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

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

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

[Advisory Councils](#)

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

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

[Attendance](#)

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

Educational Rights Holder Liability for Student Conduct

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

If a student willfully damages the Charter School's property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student's Educational Rights Holder(s) are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's Educational Rights Holder in writing of the student's alleged misconduct and affording the student due process, the Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid. If the student and the student's Educational Rights Holder are unable to pay for the damages or to return the property, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades and diploma will be released.

Accepting High School Credits from Previous Schools

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

Transitional Kindergarten (TK)/Kinder Placement

Transitional Kindergarten (TK): In 2026-27, children are eligible for TK if they have their fourth birthday on or before September 1, 2026.

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

Immigrant Pupils' Rights

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

All children in California:

- Have the right to a free public education.
- Must be enrolled in school if they are between 6 and 18 years old.
- Have the right to attend safe, secure, and peaceful schools.

- Have a right to be in a public school learning environment free from discrimination, harassment, bullying, violence, and intimidation.
- Have equal opportunity to participate in any program or activity offered by the school without discrimination.

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

Nondiscrimination Statement

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

The Charter School adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), Education Code 234.7, Title VI of the Civil Rights Act of 1964 and the Individuals with Disabilities Education Act of 2004 ("IDEA").

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

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

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

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

Melissa Lato
 Assistant Director
 Title IX/Uniform Complaint Procedure Coordinator
 (619) 343-2048
mlato@myacademy.org
 500 La Terraza Blvd, Suite 150
 Escondido, CA 92025

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

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

Notice of Involuntary Removal Process

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

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

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

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

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

Work Permits

Work Permits are required for students under the age of 18 to secure employment. To request a work permit, students should contact their LF and complete the required paperwork. As of

January 1st 2021, [AB 1963](#) requires proof that the student's work supervisor has been trained as a mandated reporter.

Terminology

The following is a list of commonly used terms:

Learning Facilitator (“LF”)- A learning facilitator is a credentialed learning facilitator who works with students in grades TK-12 to support them in reaching their educational goals.

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

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

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

Independent Study Written Agreement (“WA”) - This is an agreement between the school, the learning facilitator, the student, and the student’s Educational Rights Holder. It outlines the assigned coursework, methods of study, available resources, methods of evaluation, meetings, and board policies.

Instructional Program

Academic Guidance

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

Availability of Prospectus

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

Cal Grant Program Notice

The Charter School is required by state law to submit the Grade Point Average ("GPA") of all high school juniors/seniors by January 1st of their grade 11 academic year each year, unless the student (if the student is over age 18 years of age or older) or Educational Rights Holder (for those under 18 years of age) opt-out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student (or Educational Rights Holder, if the student is under 18 years of age) has opted out by or before September 1.

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

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

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

Concerns about your Learning Facilitator (LF)

If a student, Educational Rights Holder or adult student has concerns regarding their LF that they are unable to resolve directly with the LF, please email admin@myacademy.org to set up a meeting with a member of MYA's administrative team. MYA will assist the LF, the student, and Educational Rights Holder or adult student in working towards a positive working relationship.

[Educational Rights Holders Portal in the Student Information System \(SIS\)](#)

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

[English Language Proficiency Assessments for California \(ELPAC\)](#)

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

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

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

[Email Group for Educational Rights Holders](#)

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

[Graduation Requirements](#)

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

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

- Three courses in English (English 9 A/B, 10 A/B, 11 A/B)
- Two courses in Mathematics, with one year of Algebra I mandatory*
- Two courses in Science, including Biological and Physical Sciences
- Three courses in Social Studies (including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics, and a one-semester course in economics)

- One course in Career Technical Education, Foreign Language or Visual and Performing Arts**
- Two courses in Physical Education unless the pupil has been exempted pursuant to the provisions of Education Code Section 51241.

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

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

MYA awards 5 credits per course, per semester.

Pathways to Graduation

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

210 Credit General Education Pathway

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

130 Credit Pathway (Board Policy 6130-MYA)

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

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

Eligible students include, but are not limited to:

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

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

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

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

Local Assessments

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

Notice for Information Regarding Financial Aid

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

- The FAFSA form and information regarding the FAFSA are available at:

<https://studentaid.gov/announcements-events/fafsa-support>

The California Dream Act Application and information regarding the California Dream Act are available at: <https://dream.csac.ca.gov/landing>

Physical Fitness Test

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

Students in grades five, seven, and nine take the PFT. The test has multiple parts that measure students’ fitness levels and abilities. For more information about the PFT, visit www.cde.ca.gov or email info@myacademy.org.

Sexual Health Education

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

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

Anonymous, voluntary, and confidential research and evaluation tools to measure students’ health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student’s attitudes concerning or practices relating to sex) may be administered to students in grades 7-12. An Educational Rights Holder has the

right to excuse their child from the test, questionnaire, or survey through a passive consent (“opt-out”) process. Educational Rights Holder shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks if the Charter School has received a written request from the student’s Educational Rights Holder excusing the student from participation. An alternative educational activity shall be made available to students whose Educational Rights Holder have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

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

State Testing

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

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

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

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

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

For more information about the CAASPP, visit <https://www.caaspp.org/> or email info@myacademy.org.

Student Grades

High School Transcript

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

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

Report Cards

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

Learning Facilitator Qualification Information

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

1. Whether the student's learning facilitator:

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

Upon request, the Charter School will provide the information to the Educational Rights Holder in a timely manner. Educational Rights Holder may contact the Executive Director at:

Executive Director

Motivated Youth Academy

500 La Terraza Blvd. Suite #150

Escondido, CA 92025

admin@myacademy.org

(619) 343-2048

to obtain this information.

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

School-Parent Compact

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

Parents Right to Know Letter

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

Educational Rights Holders and Family Engagement Policy (Parent and Family Engagement Policy)

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

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

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

Melissa Lato, Intervention Coordinator

Ph: 619-343-2048

mlato@myacademy.org

Technology

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

Western Association of Schools and Colleges ("WASC") Accreditation

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

School accreditation:

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

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

Student Health, Welfare, & Safety

Animal Dissections

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

California Healthy Kids Survey

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

Child Abuse Reporting

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

Dangers of Synthetic Drugs

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

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use. A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a

slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.

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

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

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

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

Employee Qualifications and Scope of Services

Employees of the Charter School must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs and to prevent the immediate risk of suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

Educational Rights Holders and Caregivers Participation and Education

1. Educational Rights Holders and caregivers may be included in suicide prevention efforts. At a minimum, the Charter Schools shall share this Policy with Educational Rights Holders and caregivers by notifying them where a complete copy of the policy is available.
2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School’s Web page and included in the parent handbook.
3. Educational Rights Holders and caregivers should be invited to provide input on the development and implementation of this policy.
4. All Educational Rights Holders and caregivers may have access to suicide prevention training that addresses the following:
 - a. Suicide risk factors, warning signs, and protective factors;
 - b. How to talk with a student about thoughts of suicide;

- c. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Firearm Safety Laws

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

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

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

Section 48986 has been added to the California Education Code (EC) and requires that beginning on July 1, 2023, all kindergarten through grade twelve school districts, county offices of education, and charter schools shall annually inform educational rights holders of California's child access prevention laws and laws relating to the safe storage of firearms at the beginning of the first semester or quarter of the regular school term. You will find Assembly Bill 452 on the California Legislative Information web page at https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB452.

Senate Bill 906—School Safety: Homicide Threats

Sections 49390 through 49395 have been added to the EC. This bill seeks to address homicidal threats in middle and high schools and applies only to local educational agencies that serve pupils in any grades from six through twelve as part of a middle school or high school. Local educational agencies serving these pupils must include information about child access prevention laws and laws relating to the safe storage of firearms in the annual notifications to educational rights holders at the beginning of the first semester or quarter of

the regular school term. The law states that school officials are required to report homicidal threats or perceived threats, as defined, to law enforcement, who must conduct an immediate investigation and threat assessment, as defined. You will find Senate Bill 906 on the [California Legislative Information web page](#).

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

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

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

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

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
 - Note: The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it

without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor never actually accesses the firearm.

- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

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

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

Human Trafficking Prevention

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

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

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

Immunizations

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must provide proof of having received required immunizations (shots) before they can attend school unless they meet the requirements for an exemption. Immunization records are

required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. The immunization status of all students will be reviewed periodically. Those students who are not in compliance with the State requirements must be excluded from attendance until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

TK/K-12 Admission

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

Polio - Four (4) doses

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

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

Varicella (chickenpox) – Two (2) doses

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

Entering 7th Grade

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

Varicella (chickenpox) - Two (2) doses

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

Exemptions from Immunization Requirements

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

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

Intervention and Emergency Procedures

The Charter School designates the following administrators to act as the primary and secondary suicide prevention liaisons:

1. School Counselor
2. School Psychologist

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's Educational Rights Holder as soon as possible if appropriate and in the best interest of the student. Determination of notification to Educational Rights Holders and caregivers should follow a formal initial assessment to ensure that the student is not endangered by Educational Rights Holder notification.

The suicide prevention liaison shall also refer the student to mental health resources in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other

unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
 - a. Eliciting immediate medical treatment if a suicide attempt has occurred;
 - b. Eliciting law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
 - c. Ensuring that the student is under continuous adult supervision until the Educational Rights Holder and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
 - d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
 - e. Moving all other students out of the immediate area if applicable;
 - f. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
 - g. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the Educational Rights Holder and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
4. After a referral is made, the Charter School shall verify with the Educational Rights Holder that the follow-up treatment has been accessed. Educational Rights Holders will be required to provide documentation of care for the student. If Educational Rights Holders refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the Educational Rights Holder to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build an understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted at a school sponsored activity, the suicide prevention liaison shall follow the crisis intervention procedures contained in the Charter School's safety plan. After consultation with the Executive Director or designee and the student's Educational Rights Holder about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Executive Director or designee may provide students, Educational Rights Holders, and staff with information, counseling, and/or referrals to community agencies as needed. Charter School staff may receive assistance from counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted unrelated to school activities, the Executive Director or designee shall take the following steps to support the student:

1. Contact the Educational Rights Holder and offer support to the family.
2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among learning facilitators, staff, and students.
3. Obtain permission from the Educational Rights Holder to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and Educational Rights Holder steps for re-integration to school. Re-integration may include obtaining a written release from the Educational Rights Holder to speak with any health care providers; conferring with the student and Educational Rights Holder about any specific requests on how to handle the situation; informing the student's learning facilitators about possible days of absences; allowing accommodations for makeup work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the Educational Rights Holder to involve the student in an aftercare plan.

Mental Health Services

The Charter School recognizes that, when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or

violence. Access to mental health services at the Charter School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

Available at School:

- School-based counseling services – your child is encouraged to request from their assigned learning facilitator connection with counseling services MYA's school psychologist supports students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact MYA's Special Education Program Manager to request an evaluation: programmanager@myacademy.org or (619) 343-2048 x 123.
- Prescription medication while at a school function – if your child requires prescription medication while attending a school function and you would like assistance from School staff in providing this medication to your child, please contact your student's learning facilitator.

Available in the Community:

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

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

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

Available Nationally:

- 211 - 211 is a free information and referral service that connects people to health and human services in their community 24 hours a day, 7 days a week. 211 serves people of all income levels, languages and cultural backgrounds and is available to 96% of Californians and to 85% of U.S. households. 211 programs are supported by United

Way, public and private funders, city and county agencies and more. In fact, California United Ways operate and/or provide major funding for 2-1-1 programs throughout the state. 211 also plays a critical role in providing information and support in times of disaster, such as evacuation, shelter, food, medical and recovery information, and provides public officials with feedback from callers about changing conditions.

- California Youth Crisis Hotline – 1 (800) 843-5200
The California Youth Crisis Line is a 24/7 statewide emergency response system for youth (ages 12-24) and families in crisis. Professionally trained staff and volunteer counselors respond to calls regarding thoughts of suicide, depression, bullying, health and identity questions, trauma, human trafficking or any teen-related struggle. Translation services are available for multiple languages.
- The 988 Suicide & Crisis Lifeline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours by dialing 988.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. Available at 1-866-488-7386 **or visit** <https://www.thetrevorproject.org/>.
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

Oral Health Assessment

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

Physical Examinations and Right to Refuse

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

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

Pregnant and Parenting Students

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

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

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

Motivated Youth Academy
Assistant Director
Title IX/Uniform Complaint Procedure Coordinator
500 La Terraza Blvd, Suite 150
Escondido, CA 92025

(619) 343-2048

mlato@myacademy.org

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

Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. The Charter School shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

1. Coordinate with the Executive Director to:
 - a. Confirm death and cause;
 - b. Identify a staff member to contact the deceased's family (within 24 hours);
 - c. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
2. Coordinate an all-staff meeting, to include:
 - a. Notification (if not already conducted) to staff about suicide death;
 - b. Emotional support and resources available to staff;
 - c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
 - d. Share information that is relevant and that which you have permission to disclose.
3. Prepare staff to respond to the needs of students regarding the following:
 - a. Review of protocols for referring students for support/assessment;
 - b. Talking points for staff to notify students;
 - c. Resources available to students
4. Identify students significantly affected by suicide death and other students at risk of imitative behavior;
5. Identify students affected by suicide death but not at risk of imitative behavior;
6. Communicate with the larger school community about suicide death;
7. Consider funeral arrangements for family and school community;

8. Respond to memorial requests in a respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
9. Identify a media spokesperson if needed.
10. Include long-term suicide postvention responses:
 - a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant events) and how these will be addressed
 - b. Support siblings, close friends, learning facilitators, and/or students of deceased
 - c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

School Safety Plan

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

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

Staff Development

The Charter School along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention. Training shall be provided for all school staff members and shall include the following:

1. All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
2. At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
3. At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or

annually. Core components of the general suicide prevention training shall include:

- a. Suicide risk factors, warning signs, and protective factors;
 - b. How to talk with a student about thoughts of suicide;
 - c. How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
 - d. Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
 - e. Emphasis on reducing the stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
 - f. Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
 - g. Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - i. Youth affected by suicide;
 - ii. Youth with a history of suicide ideation or attempts;
 - iii. Youth with disabilities, mental illness, or substance abuse disorders;
 - iv. Lesbian, gay, bisexual, transgender, or questioning youth;
 - v. Youth experiencing homelessness or in out-of-home settings, such as foster care;
 - vi. Youth who have suffered traumatic experiences;
4. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
- a. The impact of traumatic stress on emotional and mental health;
 - b. Common misconceptions about suicide;
 - c. Charter School and community suicide prevention resources;
 - d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
 - e. The factors associated with suicide (risk factors, warning signs, protective factors);
 - f. How to identify youth who may be at risk of suicide;
 - g. Appropriate ways to interact with a youth who is demonstrating emotional

distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on the Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on the Charter School guidelines;

- h. Charter School approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
- i. Charter School approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
- j. Responding after a suicide occurs (suicide postvention);
- k. Resources regarding youth suicide prevention;
- l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
- m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

Student Identification (ID) Cards

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

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

Charter School will include the telephone number for the National Suicide Prevention Lifeline (1-800-273-8255) and the National Domestic Violence Hotline (1-800-799-7233) on all student identification cards. The Charter School will also include the number for the Crisis Text Line, which can be accessed by texting HOME to 741741 and a local suicide prevention hotline on all student identification cards.

Student Participation and Education

The Charter School's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the

development of problem-solving skills, coping skills, and resilience.

The Charter School's instructional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the Charter School's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. Under the supervision of an appropriately trained individual acting within the scope of the individual's credential or license, students shall:

1. Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress which may include:
 - a. Coping strategies for dealing with stress and trauma.;
 - b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others
 - c. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help.;
 - d. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.
2. Receive developmentally appropriate guidance regarding the Charter School's suicide prevention, intervention, and referral procedures.

Student-focused suicide prevention education can be incorporated into curricula (e.g., health classes, science classes, and physical education).

The Charter School will support the creation and implementation of programs that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week).

[Suicide Prevention Policy](#)

Policy Reviewed: December 11, 2025

Motivated Youth Academy ("MYA" or the "Charter School") recognizes that suicide is a major cause of death among youth and should be taken seriously. In an effort to reduce suicidal behavior and its impact on students and families, the Charter School has developed prevention strategies and intervention procedures.

In compliance with Education Code section 215, this policy has been developed in consultation with the Charter School and educational partners, school employed mental health professionals, administrators, other school staff members, and the county mental health plan in planning, implementing, and evaluating the Charter School's strategies for suicide prevention and intervention. The Charter School must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

The purpose of this policy is to protect the health and well-being of all students by having procedures in place to prevent, assess the risk of, intervene in, and respond to youth suicidal behavior. Protecting the health and well-being of all students is of utmost importance to the school and is in line with school mandates for all professionals and individuals working with youth. Because it is impossible to predict when a crisis will occur, preparedness is necessary for every school. Youth suicide is preventable, and Educational Rights Holders, educators and schools are key to prevention. Preventing suicide depends not only on suicide prevention policies, but also on a holistic approach that promotes healthy lifestyles, families, and communities. Thus, this policy is intended to be paired with other policies and efforts that support the emotional and behavioral well-being of youth.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the Charter School shall appoint an individual (or team) to serve as the suicide prevention point of contact for the Charter School. The suicide prevention point of contact and the Executive Director shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community educational partners.

Staff Development

The Charter School along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention. Training shall be provided for all school staff members and shall include the following:

1. All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on

previous professional development activities and emerging best practices.

2. At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
3. At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
 - a. Suicide risk factors, warning signs, and protective factors;
 - b. How to talk with a student about thoughts of suicide;
 - c. How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
 - d. Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
 - e. Emphasis on reducing the stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
 - f. Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
 - g. Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - i. Youth affected by suicide;
 - ii. Youth with a history of suicide ideation or attempts;
 - iii. Youth with disabilities, mental illness, or substance abuse disorders;
 - iv. Lesbian, gay, bisexual, transgender, or questioning youth;
 - v. Youth experiencing homelessness or in out-of-home settings, such as foster care;
 - vi. Youth who have suffered traumatic experiences;
4. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
 - a. The impact of traumatic stress on emotional and mental health;
 - b. Common misconceptions about suicide;
 - c. Charter School and community suicide prevention resources;

- d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
- e. The factors associated with suicide (risk factors, warning signs, protective factors);
- f. How to identify youth who may be at risk of suicide;
- g. Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on the Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on the Charter School guidelines;
- h. Charter School approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
- i. Charter School approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
- j. Responding after a suicide occurs (suicide postvention);
- k. Resources regarding youth suicide prevention;
- l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
- m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

Employee Qualifications and Scope of Services

Employees of the Charter School must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs and to prevent the immediate risk of suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

Educational Rights Holder and Caregivers Participation and Education

1. Educational Rights Holders/caregivers may be included in suicide prevention efforts. At a minimum, the Charter Schools shall share this Policy with Educational Rights Holders/caregivers by notifying them where a complete copy of the policy is

available.

2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School's Web page and included in the Student and Educational Rights Holder's Handbook.
3. Educational Rights Holder/caregivers should be invited to provide input on the development and implementation of this policy.
4. All Educational Rights Holder/caregivers may have access to suicide prevention training that addresses the following:
 - a. Suicide risk factors, warning signs, and protective factors;
 - b. How to talk with a student about thoughts of suicide;
 - c. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Student Participation and Education

The Charter School's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience.

The Charter School's instructional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the Charter School's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. Under the supervision of an appropriately trained individual acting within the scope of the individual's credential or license, students shall:

1. Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress which may include:
 - a. Coping strategies for dealing with stress and trauma;
 - b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others
 - c. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
 - d. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.
2. Receive developmentally appropriate guidance regarding the Charter School's

suicide prevention, intervention, and referral procedures.

Student-focused suicide prevention education can be incorporated into curricula (e.g., health classes, science classes, and physical education).

The Charter School will support the creation and implementation of programs that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week).

Intervention and Emergency Procedures

The Charter School designates the following administrators to act as the primary and secondary suicide prevention liaisons:

1. School Counselor
2. School Psychologist

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's Educational Rights Holder as soon as possible if appropriate and in the best interest of the student. Determination of notification to Educational Rights Holders/caregivers should follow a formal initial assessment to ensure that the student is not endangered by Educational Rights Holder notification.

The suicide prevention liaison shall also refer the student to mental health resources in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
 - a. Eliciting immediate medical treatment if a suicide attempt has occurred;

- b. Eliciting law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
 - c. Ensuring that the student is under continuous adult supervision until the Educational Rights Holder and/or appropriate support agent or agency can be contacted and has the opportunity to intervene;
 - d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
 - e. Moving all other students out of the immediate area if applicable;
 - f. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
 - g. Promising privacy and help, but not promising confidentiality.
- 2. Document the incident in writing as soon as feasible.
- 3. Follow up with the Educational Rights Holder and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
- 4. After a referral is made, the Charter School shall verify with the Educational Rights Holder that the follow-up treatment has been accessed. Educational Rights Holders will be required to provide documentation of care for the student. If Educational Rights Holders refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the Educational Rights Holder to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build an understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.
- 5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.
- 6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted at a school sponsored activity, the suicide prevention liaison shall follow the crisis intervention procedures contained in the Charter School's safety plan. After consultation with the Executive Director or designee and the student's Educational Rights Holder about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Executive Director or designee may provide students, Educational Rights Holders, and staff with information, counseling, and/or referrals to community agencies as needed. Charter School staff may

receive assistance from counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted unrelated to school activities, the Executive Director or designee shall take the following steps to support the student:

1. Contact the Educational Rights Holder and offer support to the family.
2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the Educational Rights Holder to share information to ensure the facts regarding the crisis are correct.
4. The school Director or designee, as outlined in MYA Board Policy 1112, will coordinate media requests with the suicide prevention liaison.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and Educational Rights Holder steps for re-integration to school. Re-integration may include obtaining a written release from the Educational Rights Holder to speak with any health care providers; conferring with the student and Educational Rights Holder about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for makeup work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the Educational Rights Holder to involve the student in an aftercare plan.

Supporting Students during or after a Mental Health Crisis

Students shall be encouraged to notify a teacher, the Executive Director, another school administrator, psychologist, counselor, suicide prevention liaisons, or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and Educational Rights Holder, about additional resources to support the student.

Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. The Charter School shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

1. Coordinate with the Executive Director to:
 - a. Confirm death and cause;
 - b. Identify a staff member to contact the deceased's family (within 24 hours);
 - c. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
2. Coordinate an all-staff meeting, to include:
 - a. Notification (if not already conducted) to staff about suicide death;
 - b. Emotional support and resources available to staff;
 - c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
 - d. Share information that is relevant and which you have permission to disclose.
3. Prepare staff to respond to the needs of students regarding the following:
 - a. Review of protocols for referring students for support/assessment;
 - b. Talking points for staff to notify students;
 - c. Resources available to students.
4. Identify students significantly affected by suicide death and other students at risk of imitative behavior;
5. Identify students affected by suicide death but not at risk of imitative behavior;
6. Communicate with the larger school community about suicide death;
7. Consider funeral arrangements for family and school community;
8. Respond to memorial requests in a respectful and non-harmful manner. Responses should be handled in a thoughtful way and their impact on other students should be considered;
9. Identify a media spokesperson if needed.
10. Include long-term suicide postvention responses:
 - a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant events) and how these will be addressed;
 - b. Support siblings, close friends, teachers, and/or students of deceased;
 - c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

Student Identification Cards

Charter School will include the telephone number for the National Suicide Prevention Lifeline (1-800-273-8255) and the National Domestic Violence Hotline (1-800-799-7233) on all student identification cards. The Charter School will also include the number for the Crisis Text Line, which can be accessed by texting HOME to 741741 and a local suicide prevention hotline on all student identification cards.

View the complete Suicide Prevention Policy via this [link](#).

Supporting Students during or after a Mental Health Crisis

Students shall be encouraged to notify a learning facilitator, the Executive Director, another school administrator, psychologist, counselor, suicide prevention liaisons, or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and Educational Rights Holder, about additional resources to support the student.

Surveys About Personal Beliefs

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

Tobacco-Free Schools

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

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

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is

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

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

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

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

Universal Meals Program

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

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

Special Populations

Education of Foster and Mobile Youth

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

- *“Foster youth”* means any of the following:
 1. A child who is the subject of a petition filed pursuant to California Welfare and Institutions Code (“WIC”) section 309 (whether or not the child has been removed from the child’s home by juvenile court).
 2. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
 3. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
 - a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
 - b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
 - c. The nonminor is participating in a transitional independent living case plan.
 4. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.¹
 5. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
- *“Former juvenile court school student”* means a student who, upon completion of the student’s second year of high school, transfers from a juvenile court school to the Charter School.
- *“Child of a military family”* refers to a student who resides in the household of an active duty military member.
- *“Currently Migratory Child”* refers to a child who, within the last 12-months, has moved with an Educational Rights Holder, or other person having custody to the Charter School from another Local Educational Agency (“LEA”), either within California or from another state, so that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose Educational Rights Holders have been informed of the child’s eligibility for migrant education services. This includes a child who, without the Educational Rights

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

Holder, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

- “*Student participating in a newcomer program*” means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a student participating in the newcomer program will be collectively referred to as “Foster and Mobile Youth.” Within this notice, an Educational Rights Holder for a Foster and Mobile Youth will be referred to as an “Educational Rights Holder.”

Notice for Foster and Mobile Youth Liaison:

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

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

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

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

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

interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

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

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

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

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

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the

student's school enrollment may be used, whichever will qualify the student for the exemption. In the case of a pupil participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in their third or fourth year of high school.

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

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

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

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

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise

be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

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

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

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

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

Student Records: When the Charter School receives a transfer request and/or student records

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

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

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

Discipline Determinations: If the Charter School intends to extend the suspension of any foster youth pending a recommendation for expulsion, the Charter School will invite the student’s attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

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

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

of this handbook.

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

Education of Homeless Children and Youth

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

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Migratory children and unaccompanied youth (youth not in the physical custody of an Educational Rights Holder) may be considered homeless if they meet the above definition of "homeless."

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

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

Motivated Youth Academy
Community Program Specialist
500 La Terraza Blvd, Suite 150
Escondido, CA 92025
(619) 343-2048

fosterandmobileyouth@myacademy.org

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

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
4. Educational Rights Holders are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by Educational Rights Holders of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the Educational Rights Holders of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, the Charter School's charter, and Board policy.
7. Educational Rights Holders and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the

purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

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

Housing Questionnaire: Charter School shall administer a housing questionnaire for purposes of identifying homeless children and youth. Charter School shall ensure that the housing questionnaire is based on the best practices developed by the CDE. Charter School shall annually provide the housing questionnaire to all Educational Rights Holders of students and to all unaccompanied youths at Charter School. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in English, and if fifteen (15) percent or more of the students enrolled at Charter School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a student's Educational Rights Holder or an unaccompanied youth. Charter School shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

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

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

Within thirty (30) calendar days of the date that a student who may qualify for exemption under

the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's educational rights holder, and the School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

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

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

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

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

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

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

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

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

For any homeless student who enrolls at the Charter School, a copy of the Charter School's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office or via this [link](#).

English Learners

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

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

Section 504

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

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

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

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

Special Education / Students with Disabilities

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

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. Under the IDEA, Educational rights holders have a right to inspect, review, and obtain copies of their child's educational records. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special

education services, please contact the Special Education Program Manager, at programmanager@myacademy.org or (619) 343-2048 x123.

MY Academy will collect information about a student's special education eligibility or services. The educational rights holder of a child should submit to the Special Education Department a complete copy of the student's most recent IEP (Individualized Education Plan), 504 plan, or any related special education documentation, if your child was receiving special education services in the past. In addition, MY Academy will comply with all relevant obligations under the law, including taking reasonable steps to promptly obtain relevant pupil records from the previous school in which your child was enrolled, including records relating to providing special education and related services to your child, and offering a Free and Appropriate Public Education ("FAPE"). If you have a student who receives special education services, please review this [Notice of Procedural Safeguards](#) to understand the special education rights of both educational rights holders and students.

Student Rights, Conduct, & Complaint Procedures

Educational Records and Student Information

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

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

Educational Rights Holders must submit to the Executive Director or designee a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the Educational Rights Holders of the time and place where the records may be inspected.

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

Educational Rights Holders who wish to ask the school to amend a record must write to the Executive Director or designee, clearly identify the part of the record they want changed, and specify why it should be changed. If MY Academy decides not to amend

the record as requested by the Educational Rights Holder or eligible student, MY Academy will notify the Educational Rights Holders of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the Educational Rights Holders when notified of the right to a hearing. If MY Academy agrees to amend the record as requested, the Executive Director must order the correction or the removal and destruction of the information and inform the Educational Rights Holders of the amendment in writing.

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

One exception, which permits disclosure without consent, is disclosure to Charter school officials with legitimate educational interests. For this purpose, a Charter School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Charter School’s Board of Directors. A Charter School official may also include a volunteer, consultant, or vendor outside of the Charter School who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; or contracted provider of digital educational platforms and/or services, an Educational Rights Holder volunteering to serve on an official committee, such as a disciplinary or grievance committee; or an Educational Rights Holder, student, or other volunteer assisting another school official in performing a task on behalf of the Charter School. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

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

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

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA. The name and

address of the Office that processes FERPA complaints are:

Student Privacy Policy Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-8520

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

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

- To Charter School officials, including learning facilitators, within the educational agency or institution whom the school has determined have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, as defined by 34 C. F. R. Part 99; To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. The Charter School will make a reasonable attempt to notify the Educational Rights Holders of the request for records at the parents/guardians/educational right holders' last known address, unless the disclosure is initiated by the Educational Rights Holders. Additionally, the Charter School will give the Educational Rights Holders, upon request, a copy of the record that was disclosed and give

Educational Rights Holders, upon request, an opportunity for a hearing;

- To certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
- Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
- Accrediting organizations in order to carry out their accrediting functions;
- Educational Rights Holders of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
- Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the Educational Rights Holder or eligible student of the order or subpoena in advance of compliance, so that the Educational Rights Holder or eligible students may seek a protective order;
- Persons who need to know in cases of health and safety emergencies;
- State and local authorities, within a juvenile justice system, pursuant to specific State law;
- A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for students and Educational Rights Holders, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by the Charter School; and/or
- A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by the Charter School with respect to that alleged crime or offense. The Charter School discloses the final results of the disciplinary proceeding regardless of whether the Charter School concluded a violation was committed.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. The Charter School may disclose the personally identifiable information that it has designated as directory information without an Educational Rights Holder's or

eligible student's prior written consent. The Charter School has designated the following information as directory information:

- Student's name
- Student's address
- Educational Rights Holder's address
- Telephone listing
- Student's electronic mail address
- Educational Rights Holder's electronic mail address
- Photograph/video
- Date and place of birth
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Degrees, honors, and awards received
- The most recent educational agency or institution attended
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)

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

Please notify the Executive Director at:

Executive Director

Motivated Youth Academy

500 La Terraza Blvd, Suite 150

Escondido, CA 92025

(619) 343-2048

admin@myacademy.org

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

Professional Boundaries: Staff/Student Interaction Policy

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

Corporal Punishment

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

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

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

A. Examples of PERMITTED actions (NOT corporal punishment)

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

B. Examples of PROHIBITED actions (corporal punishment)

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

Acceptable and Unacceptable Staff/Student Behavior

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

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

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

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

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

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of

student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

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

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

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

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

Cautionary Staff/Student Behaviors

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

- (a) Remarks about the physical attributes or development of anyone.

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

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting Educational Rights Holders' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping Educational Rights Holders informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Principal about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career

School Search and Seizure

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

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

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

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

Student Freedom of Speech and Expression

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

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

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

director or designee will supervise the material produced by pupils to ensure it meets professional standards of English and journalism.

Students' freedom of expression shall be limited as allowed by Education Code Section 48907, and other applicable state and federal laws. Students are prohibited from making any expressions or distributing or posting any materials that are obscene, libelous, or slanderous. The use of "fighting words" or epithets is prohibited in those instances where the speech is abusive and insulting, rather than a communication of ideas, and the speech is used in an aggressive or abusive manner in a situation that presents an actual danger that it will cause a breach of the peace. A student shall be subject to discipline for out-of-school expression, including expression on Internet websites, when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program.

The complete policy is in the Appendices of this handbook.

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

Policy Adopted: October 10, 2019

Revised: December 11, 2025

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Motivated Youth Academy ("MYA" or the "Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of a school-sponsored event and activity, regardless of location, through school-owned technology and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex, gender, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other

characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as “misconduct prohibited by this policy.”

To the extent possible, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. The Charter School staff that witness acts of misconduct prohibited by this policy will take immediate steps to intervene when safe to do so.

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this policy by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This policy applies to all employees, students, or volunteer actions and relationships regardless of position or gender. The Charter School will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. The Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this policy.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):

Melissa Lato
 Title IX/Uniform Complaint Procedure Coordinator
 (619) 343-2048
mlato@myacademy.org
 150 La Terraza Blvd Ste 150
 Escondido, CA 92025

Definitions

Prohibited Unlawful Harassment

1. Verbal conduct such as epithets, derogatory jokes or comments, or slurs.
2. Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected basis.
3. Retaliation for reporting or threatening to report harassment.
4. Deferential or preferential treatment based on any of the protected characteristics listed above.

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et. seq*; 34 C.F.R. § 106.1 *et. seq*) and California state law prohibit discrimination and harassment on the basis of sex. In accordance with these existing laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution's admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by the Charter School.

The Charter School is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action up to and including termination. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire when:

5. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress;
6. submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual;
7. the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or
8. submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against themselves or against another individual.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults.

- o Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - o Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - o Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - o Subjecting or threats of subjecting a student to unwelcome sexual attention or conduct or intentionally making the student's academic performance more difficult because of the student's sex.
- Sexual or discriminatory displays or publications anywhere in the educational environment, such as:
 - o Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the educational environment.
 - o Reading publicly or otherwise publicizing in the educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - o Displaying signs or other materials purporting to segregate an individual by sex in an area of the educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

Prohibited Bullying

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act.

Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable pupil* or pupils in fear of harm to that pupil's or those pupils' person or property.
2. Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health.
3. Causing a reasonable pupil to experience substantial interference with the pupil's academic performance.
4. Causing a reasonable pupil to experience a substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

* "Reasonable pupil" is defined as a pupil, including but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of the same age, or for a person of the same age with the same exceptional needs.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.
- A post on a social network Internet Website including, but not limited to:
 5. Posting to or creating a burn page. A "burn page" means an Internet Website created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
 6. Creating a credible impersonation* of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying" above. *"Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 7. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a

fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

- An act of “cyber sexual bullying” including, but not limited to:
 - The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 - Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in Charter School’s education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that Charter School investigate the allegation of sexual harassment.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

Charter School has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. Cyberbullying Prevention Procedures

Charter School advises students:

- To never share passwords, personal data, or private photos online.
- To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.

- o That personal information revealed on social media can be shared with anyone including educational rights holders, parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the public had access to it.
- o To consider how it would feel receiving such comments before making comments about others online.

Charter School informs its employees, students, and educational rights holders, of its policies regarding the use of technology in and out of the classroom. The Charter School encourages educational rights holders to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

Charter School employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. Charter School advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Charter School and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

Charter School's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

Charter School informs Charter School employees, students, and educational rights holders of this policy and encourages educational rights holders to discuss this policy with their children to ensure their children understand and comply with this policy.

3. Professional Development

Charter School annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other Charter School employees who have regular interaction with students.

Charter School informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by Charter School, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- a. Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
- b. Students with physical or learning disabilities.

Charter School encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for students.

Grievance Procedures

Scope of Grievance Procedures

Charter School will comply with its Uniform Complaint Procedures (“UCP”) policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person’s association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- a. Are written and signed;
- b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this part, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- c. Submitted to the Charter School UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, Charter School will utilize the following grievance procedures in addition to its UCP when applicable.

Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this policy, to intervene when it is safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this policy.

Any student who believes they have been subject to misconduct prohibited by this policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Melissa Lato, Assistant Director
Title IX/Uniform Complaint Procedure Coordinator
(619) 343-2048
mlato@myacademy.org
150 La Terraza Blvd Ste 150
Escondido, CA 92025

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Charter School will investigate and respond to all oral and written reports of misconduct prohibited by this policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the program director, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this policy.

The Charter School acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

The Charter School prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this policy may file a grievance using the procedures set forth in this policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff and any individuals designated as a coordinator, investigator, or decision-maker will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to Charter School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Charter School's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Charter School will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Charter School to provide the supportive measures.

Investigation and Response

Upon receipt of a report of misconduct prohibited by this policy from a student, staff member, educational rights holder, volunteer, visitor or affiliate of the Charter School, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator or administrative designee will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to

resolve the incident/situation. However the Coordinator or administrative designee will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
 - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
 - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
 - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
 - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
 - A statement that Charter School prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
 - Charter School may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with Charter School's policies.
 - Charter School may remove a respondent from Charter School's education program or activity on an emergency basis, in accordance with Charter School's policies, provided that Charter School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
 - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
 - a. If a formal complaint of sexual harassment is filed, Charter School may offer a voluntary informal resolution process, such as mediation, to the parties at any

time prior to reaching a determination regarding responsibility. If Charter School offers such a process, it will do the following:

- i. Provide the parties with advance written notice of:
 - The allegations;
 - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
 - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
 - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
- ii. Obtain the parties' advance voluntary, written consent to the informal resolution process.
- o Charter School will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
 - o The decision-maker will not be the same person(s) as the Coordinator or the investigator. Charter School shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
 - o In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
 - o The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
 - o The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
 - o A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and

purpose of the meeting or interview with sufficient time for the party to prepare to participate.

- o Prior to completion of the investigative report, Charter School will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
 - o The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
 - o If the investigation reveals that the alleged harassment did not occur in Charter School's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable Charter School policy.
 - o Charter School may dismiss a formal complaint of sexual harassment if:
 - The complainant provides a written withdrawal of the complaint to the Coordinator;
 - The respondent is no longer employed or enrolled at Charter School; or
 - The specific circumstances prevent Charter School from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
 - o If a formal complaint of sexual harassment or any of the claims therein are dismissed, Charter School will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
 - Determination of Responsibility
 - o The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
 - o Charter School will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
 - The allegations in the formal complaint of sexual harassment;
 - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - The findings of facts supporting the determination;

- The conclusions about the application of Charter School's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible basis for appeals.

Consequences

Students or employees who engage in misconduct prohibited by this policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from Charter School or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by Charter School in response to a formal complaint of sexual harassment.

Right of Appeal

Should the reporting individual find Charter School's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of Charter School's decision or resolution, submit a written appeal to the Chief Executive Officer, who will review the investigation and render a final decision.

The following appeal rights and procedures will also apply to formal complaints of sexual harassment:

- a. The complainant and the respondent shall have the same appeal rights and Charter School will implement appeal procedures equally for both parties.
- b. Charter School will notify the other party in writing when an appeal is filed.
- c. The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

Recordkeeping

All records related to any investigation of complaints under this policy are maintained in a secure location.

Charter School will maintain the following records for at least seven (7) years:

- a. Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- b. Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- c. Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- d. All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- e. Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

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



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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant

Date

Print Name

To be completed by the Charter School:

Received by: _____

Date: _____

Follow up meeting with complainant held on: _____

Uniform Complaint Procedures (“UCP”)

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

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
 - Accommodations for Pregnant, Parenting or Lactating Students;
 - Adult Education;
 - Career Technical and Technical Education;
 - Career Technical and Technical Training;
 - Child Care and Development Programs;
 - Consolidated Categorical Aid;
 - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
 - Every Student Succeeds Act;
 - Migrant Education Programs;
 - Regional Occupational Centers and Programs; and
 - School Safety Plans.
3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:

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

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

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

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

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Complaints regarding state preschool health and safety issues in local educational agencies exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated. The Complaints other than complaints relating to pupil fees must be filed in writing with the following Compliance Officer:

Motivated Youth Academy

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

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

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

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

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

1. The Charter School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the Charter School's Decision are not supported by

substantial evidence.

4. The legal conclusion in the Charter School's Decision is inconsistent with the law.
5. In a case in which the Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

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

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

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

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

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

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

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

UNIFORM COMPLAINT PROCEDURE FORM

Last Name:_____ First Name/MI:_____

Student Name (if applicable):_____ Grade:____ Date of Birth:_____

Street Address/Apt.#:_____

City:_____ State:_____ Zip Code:_____

Home Phone:_____ Cell Phone:_____ Work Phone:_____

School/Office of alleged violation:_____

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:

☐ Adult Education	☐ Every Student Succeeds Act
☐ Career Technical and Technical Education/Career Technical and Technical Training	☐ Local Control Funding Formula/Local Control and Accountability Plan
☐ Child Care and Development	☐ Migrant Education Programs
☐ Consolidated Categorical Aid Programs	☐ Regional Occupational Centers and Programs
☐ Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families	☐ School Plans for School Achievement
	☐ School Safety Plan
	☐ Pupil Fees
	☐ Pregnant, Parenting or Lactating Student

For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:

☐ Age	☐ Ethnic Group Identification
☐ Ancestry	☐ Medical Condition
☐ Color	☐ Immigration Status/Citizenship
☐ Disability (Mental or Physical)	

- ☐ Gender/Gender Expression/Gender Identity
 - ☐ Genetic Information
 - ☐ Nationality/ National Origin
 - ☐ Race or Ethnicity
 - ☐ Religion
 - ☐ Sex (Actual or Perceived)
 - ☐ Sexual Orientation (Actual or Perceived)
 - ☐ Based on association with a person or group with one or more of these actual or perceived characteristics
 - ☐ Marital Status

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

3. Please provide copies of any written documents that may be relevant or supportive of your complaint. I have attached supporting documents.

- ☐ Yes
- ☐ No

Signature: _____ Date: _____

Mail complaint and any relevant documents to:

Melissa Lato

Assistant Director

500 La Terraza Blvd

Escondido, CA 92025

Use of Student Information Learned from Social Media

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

Policy Appendix

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

Community Relations

[Access to Public Records Policy](#)

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

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

[Suicide Prevention Policy](#)

[Uniform Complaint Procedures Policy](#)

Instruction

[130 Credit Graduation Path Policy](#)

[Attendance Policy](#)

[Independent Study Policy](#)

[Comprehensive School Safety Plan](#)

[Comprehensive Sexual Health Education Policy](#)

[Education for Foster Youth Policy](#)

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

[Local Assessments Policy](#)

[Mathematics Placement Policy](#)

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

[Special Education Assessment Requests Policy](#)

[Special Education Certificate of Completion Policy](#)

[Special Education Independent Educational Evaluation Policy](#)

Personnel Services

[Mandated Reporter - Child Abuse Policy](#)

Student Services

[Academic Integrity Policy](#)

[Acceleration Policy](#)

[Acceptable Use Policy](#)

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

[Communicable Contagious or Infectious Disease Prevention](#)

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

[Educational Records and Student Information Policy](#)

[Immunization Policy](#)

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

[Student Services Concepts and Roles](#)

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

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

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



eDynamic, a business of
Pearson Education, Inc.

221 River Street
Hoboken, NJ 07030

E-mail: pearsoncareerready@pearson.com

Sales Consultant Details:

Blake Guanella

blake.guanella@pearson.com

The fees & terms in this document are valid until expiration date.

Expiration Date 9/10/2026
Quote Number 00392223
Est Contract Start Date 9/30/2026
Contract End Date 9/29/2027

Customer Bill To Details:

MOTIVATED YOUTH ACADEMY
100 E SAN MARCOS BLVD
STE 350
SAN MARCOS
California
SAN DIEGO
92069-2989
United States
Alan Zamora

Customer Ship To Details:

MOTIVATED YOUTH ACADEMY
100 E SAN MARCOS BLVD
STE 350
SAN MARCOS
California
SAN DIEGO
92069-2989
United States
Alan Zamora

Product	ISBN	Quantity	Sales Price	Total Price
Instructional Services	9780135933213	10.00	USD 300.00	USD 3,000.00

*All prices in this Document in USD	Subtotal	USD 3,000.00
	Freight Cost	USD 0.00
	Grand Total	USD 3,000.00
	Discount	0.00%

***Freight cost is an estimate.**

This Quote and the delivery and usage of the products listed herein are governed by the Terms and Conditions for Pearson Education Programs located at [Terms and Conditions for Business Purchasers of Physical Products \(pearson.com\)](https://www.pearson.com/terms-and-conditions) which are incorporated herein and become a part hereof. In the event of a conflict, prices listed in this Quote shall govern.

Please note that this quote excludes any applicable sales tax.

This Quote will be considered accepted if received before the Expiration Date noted above.

To accept this quote, please submit a signed and dated copy of this Quote, attention to the above named sales representative, via one of the methods below:

E-mail:

Remittance Address:

eDynamic LP
PO Box 121947
Dallas, TX 75312-197
Federal Tax ID 86-3907425



Printed Name: _____

Title: _____

Date: _____

Is a PO required prior to billing? _____ If yes, please provide PO with signed quote.

Tax exempt? _____ If yes, please attach Tax Exempt Certificate.

Coversheet

Consent - Personnel Services

Section: VIII. Consent
Item: C. Consent - Personnel Services
Purpose: Vote
Submitted by: Gigi Lenz
Related Material:
Administrative and Human Resources Coordinator (New) - For Board Approval - 2026.07.09.pdf
Workforce Student Support Specialist (New) - For Board Approval - 2026.07.09.pdf

BACKGROUND:

3. Approval of Job Descriptions

It is recommended that the Board of Directors review and approve the creation of two new classified positions, the Administrative and Human Resources Coordinator and the Workforce Student Support Specialist, as part of Motivated Youth Academy's organizational restructuring.

As Motivated Youth Academy continues to evolve to better meet the needs of students, staff, and educational partners, the school has undertaken an organizational restructuring designed to strengthen our capacity, improve operational efficiency, and better align roles and responsibilities with our strategic priorities. This restructuring is intended to enhance collaboration, clarify accountability, streamline decision-making, and ensure we have the organizational structure needed to support student learning, long-term sustainability, and future growth.

RECOMMENDATION:

3. It is recommended the Board approve the Job Descriptions as presented for Motivated Youth Academy (#1628).

Fiscal Impact: None.



Administrative and Human Resources Coordinator

Job Description

Reports To: Director or Director designee

FLSA Status: Non-Exempt/Exempt

Classification: Classified

Work Year: 12 months

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

Position Summary

The Administrative and Human Resources Coordinator plays a critical role in supporting the daily operations of Motivated Youth Academy through a combination of advanced administrative, operational, and human resources responsibilities. This position serves as a key support to the management team by coordinating complex administrative functions, managing special projects, supporting organizational initiatives, monitoring budgets, and facilitating communication with educational partners and community organizations.

In addition, the Administrative and Human Resources Coordinator administers and supports a broad range of human resources functions including recruitment, onboarding, employee records management, benefits administration, compliance monitoring, employee support services, and personnel processes. The position requires exceptional organizational skills, attention to detail, discretion, and the ability to manage multiple priorities in a dynamic educational environment.

The Administrative and Human Resources Coordinator contributes significantly to the efficient operation of the school, supports strategic initiatives, promotes positive relationships with staff and community partners, and helps ensure compliance with applicable laws, regulations, and school policies. All positions at Motivated Youth Academy involve participating in activities and events that support student enrollment growth and community engagement.

Minimum Qualifications

For successful job performance, the individual must effectively fulfill each critical task:

- Possess a high school diploma or equivalent; college-level coursework in human resources, business administration, office management, public administration, or a related field is preferred.
- Have at least three (3) years of progressively responsible administrative and/or human resources experience demonstrating increasing levels of responsibility.
- Maintain a valid California Driver's License, provide proof of automobile insurance, and have access to reliable transportation.
- Obtain state and federal background clearance (LiveScan) as required under Education Code Section 44237 prior to employment.

Administrative and Human Resources Coordinator Job Description
Board Approved: [Month. Year]

- Provide proof of a negative TB test within the last 60 days upon hire and maintain compliance with ongoing requirements pursuant to Education Code Section 49406.

General Skills

- **Active listening and clear communication**, with the ability to understand needs and respond appropriately. **(We Pursue Gratitude)**
- **Inclusive practice**, ensuring students, families, and colleagues are treated with respect and feel they belong. **(All Are Welcome)**
- **Student-focused support**, maintaining high expectations while supporting individual student progress and pathways. **(We Choose Hope)**
- **Collaboration and service orientation**, working effectively with others to support students and school operations. **(We Are Servant Leaders)**
- **Use of feedback for improvement**, applying input from others to adjust and improve practice and outcomes. **(Feedback Is Critical)**
- **Professionalism and reliability**, maintaining a positive, respectful approach and consistent follow-through on responsibilities. **(We Celebrate the Small Things)**

Essential Duties and Responsibilities

- **Human Resources Administration**
 - Coordinate and support recruitment, selection, and onboarding processes for certificated and classified staff.
 - Post job announcements, screen applications, schedule interviews, and support hiring activities.
 - Conduct reference checks and facilitate new employee onboarding.
 - Maintain employee personnel files, records, and HRIS/payroll systems.
 - Administer employee benefits, including enrollments, changes, and communications with payroll providers.
 - Support leave administration, workers' compensation claims, and employee accommodations.
 - Monitor and track employee credentials, certifications, clearances, and required documentation.
 - Conduct compliance audits and notify staff regarding renewal and expiration requirements.
 - Prepare personnel items for board approval and communicate updates to staff.
 - Maintain position control records and support staffing and compensation processes. \Assist with employee relations matters, documentation, investigations, and performance management support.
 - Coordinate employee trainings and maintain compliance records.
 - Assist with the development and maintenance of HR policies, procedures, and employee handbook updates. Ensure compliance with applicable federal, state, and local employment laws and school policies.
- **Administrative and Operational Support**
 - Perform advanced administrative duties to support the management team and relieve administrators of administrative detail.
 - Research, compile, and analyze information; prepare reports, presentations, and recommendations.
 - Compose and prepare correspondence, contracts, forms, reports, applications, requisitions, communications, and special projects.
 - Coordinate, schedule, and attend meetings; prepare agendas, supporting materials, minutes, and follow-up documentation.

- Coordinate facility reservations and event logistics.
- Serve as a resource regarding organizational policies, procedures, and operational practices.
- Maintain confidential records, files, and databases.
- Monitor assigned budgets and expenditures to ensure compliance with funding requirements.
- Process invoices, reimbursements, budget transfers, purchase requests, and related financial documentation.
- Keep management informed regarding operational issues, and project status.
- Coordinate vendor communications and obtain price quotations as needed.
- Coordinate travel, conference registrations, and reimbursement requests for staff.
- Conduct research and complete special projects as assigned by management.
- **Partnerships, Communications, and Community Engagement**
 - Support educational partnerships and collaborative relationships with local organizations and community stakeholders.
 - Assist with developing and maintaining communication materials for internal and external audiences.
 - Support website updates, social media communications, and marketing initiatives that promote school programs and enrollment.
 - Monitor relevant news, educational developments, and community trends to support organizational initiatives.
 - Assist with planning and coordinating school events, workshops, meetings, and community outreach activities.
 - Promote a positive image of Motivated Youth Academy within the broader community.

Additional Responsibilities

- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and educational partners in a timely manner ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act)
- Contribute to the expansion of our school by engaging in initiatives aimed at growing student Administrative Assistant Job Description Board Approved: [Month, Year] 3 of 5 enrollment.
- Perform additional related duties as assigned.

Bilingual

In addition to the above duties, bilingual positions also interpret verbally and translate in writing between English and a designated language; interprets for student, educational partner, or facilitator, as required; and may serve as an interpreter and/or translator for staff in educational partner parent conferences or other meetings.

Knowledge and Abilities

The position requires thorough knowledge of human resources principles and practices, administrative operations, office management procedures, personnel recordkeeping, benefits administration, recruitment, compliance requirements, budgeting processes, and customer service practices. The ideal candidate demonstrates the ability to organize and prioritize multiple assignments, maintain accurate records, analyze information, prepare professional communications,

manage projects independently, and maintain strict confidentiality. Strong technology skills, including proficiency with office productivity software, databases, HRIS systems, payroll platforms, and online collaboration tools, are essential. The ability to interpret policies and procedures, exercise sound judgment, build positive relationships, communicate effectively with diverse stakeholders, and contribute to a collaborative team environment is critical to success in this role.

Use of Computer Technology

Proficient in using educational software, Google Workspace, Microsoft 365 applications, artificial intelligence (AI) tools and a variety of cloud-based and web-based applications.

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



Workforce Student Support Specialist

Job Description

Reports To: Director or Designee

FLSA Status: Non-Exempt

Classification: Classified

Work Year: 12 months

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

Position Summary

The Workforce Student Support Specialist assists with student support in the instructional program, recruitment and admissions, retention, and with community partners. This position requires highly-effective interpersonal, organizational, and communication skills (both verbal and written) in order to develop, maintain, and effectively interact with partner organizations, education partners, students, and staff members.

Minimum Qualifications

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

- Associate's Degree from an accredited college or equivalent work experience in admissions, business, communication, community outreach, customer service, marketing, public relations, recruiting, and/or sales.
- Bilingual (English/Spanish) preferred.
- Experience working with Workforce Innovation and Opportunity Act (WIOA) programs, or social-service programs preferred.
- Experience in delivering and receiving constructive critical feedback.
- Experience in customer service orientation with a bias toward action and problem solving.
- Experience in thriving in a fast-paced work environment and to pursue multiple projects simultaneously.
- Ability to travel to in-person meetings, events, or community sites as required.
- Must successfully complete state and federal background clearance (LiveScan) in accordance with California Education Code Section 44237.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years.

General Skills

Workforce Student Support Specialist

Board Approved: [Month. Year]

- **Active listening and clear communication**, with the ability to understand needs and respond appropriately. **(We Pursue Gratitude)**
- **Inclusive practice**, ensuring students, families, and colleagues are treated with respect and feel they belong. **(All Are Welcome)**
- **Student-focused support**, maintaining high expectations while supporting individual student progress and pathways. **(We Choose Hope)**
- **Collaboration and service orientation**, working effectively with others to support students and school operations. **(We Are Servant Leaders)**
- **Use of feedback for improvement**, applying input from others to adjust and improve practice and outcomes. **(Feedback Is Critical)**
- **Professionalism and reliability**, maintaining a positive, respectful approach and consistent follow-through on responsibilities. **(We Celebrate the Small Things)**

Essential Duties and Responsibilities

- Send and receive applications for admissions; assist with completion of forms; review materials for accuracy and completeness; communicate regarding missing documents for new students.
- Audit all applications completed by prospecting students to ensure all CalPads Reporting and MY Academy standards are met.
- Keep in contact with students throughout the admissions process. Monitor student admissions progress and status on the Online Registration System.
- Confirm students meet residency requirements in accordance with State and school policies and Obtain Release of Information (ROI) consent forms from students or educational partners during the admissions process.
- Answer and respond to admissions inquiry calls, emails and texts; receive and transmit messages; provide general and technical information and assistance to inquiries as needed.
- Collaborate and coordinate with the Admissions Coordinator and Community Program Specialist and staff to support all activities related to admissions.
- Communicates with students, educational partners and community partners on behalf of the school (e.g. attendance, available programs/services, completing paperwork and assignments, etc.) for the purpose of ensuring that an ongoing relationship between the home, school, and community partners is formed.
- Facilitate eligible students' enrollment into Workforce Innovation and Opportunity Act (WIOA) programs, or otherwise approved, programs while accurately and effectively documenting where they are in process.
- Ensure all WIOA-related admissions objectives are met, including weekly student enrollment targets, maintaining active and effective partnerships with WIOA agencies, achieving monthly WIOA student admission goals, and conducting regular meetings with WIOA partners to support ongoing collaboration and recruitment efforts.
- Manage, maintain and grow WIOA partnerships.
- Create, develop, and maintain effective partnerships with community interest groups, public agencies, WIOA programs, educational partners, trade schools, business community, faith-based organizations, etc..
- Market the school through a variety of sources, including but not limited to powerpoints, flyers, social media postings, Conferences, etc.
- Participate in meetings as assigned for the purpose of gaining information and/or discussing needs and problems involving the school, students, community partners, and families.

Workforce Student Support Specialist

Board Approved: [Month. Year]

- Confer with MYA staff, families, and or appropriate community agencies for the purpose of assisting in evaluating student progress and implementing objectives.
- Refer students and their families to outside agencies for the purpose of ensuring the needs of students and families are met.
- Attend professional development training, conferences, etc.
- Participate in the development of student admissions and retention plans, strategies, and written materials.
- Maintain a database of prospective and current students.
- Creates and distributes resource materials for student admissions and retention programs.
- Analyze trends in admissions and retention programs; develop strategies for program evaluation.
- Prepare reports and proposals, and respond to inquiries from students and partner agencies.
- Serve as the admissions contact for partner agencies.
- Work with other members of the school to design and deliver high-touch virtual experiences for prospective students.
- Work with the Admissions Coordinator towards short, intermediate, and long-term admissions and individual goals (number of partners, lead conversions, partner activity, lead generation, etc.).
- Monitor progress on individual and admissions goals and report effectively to the Director or the Director's Designee.

Additional Responsibilities

- Respond to all school related written correspondence, phone calls, text messages, voicemails, and emails within 1 business day.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and educational partners in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Perform other related duties as assigned.

Bilingual

In addition to the above duties, bilingual positions also interpret verbally and translate in writing between English and a designated language; interprets for student, educational partner, or facilitator, as required; and may serve as an interpreter and/or translator for staff in educational partner conferences or other meetings.

Knowledge and Abilities

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of

- Policies, procedures, and requirements for student admissions and retention
- Student Information System (i.e. School Pathways)
- Independent Study
- Records and file management compliance

Workforce Student Support Specialist

Board Approved: [Month. Year]

- Telephone techniques and etiquette
- Modern office practices, procedures and equipment
- Effective verbal and written communication skills
- Interpersonal skills using tact, patience and courtesy
- Correct English usage, grammar, spelling, punctuation and vocabulary
- Operation of a computer and assigned software
- Report preparation techniques
- Issues facing disconnected persons 16 years old and older (especially 18+ years old)
- Analyzing complex problems, evaluating available resources and/or alternative solutions, exercising good judgment, and reaching sound decisions
- Workforce Innovation and Opportunity Act (WIOA) programs
- Microsoft Word, Excel, Power Point, Social Media platforms, and Google Suite
- Communities being served and understanding of local needs and resources

Ability to

- Type at sufficient speed to ensure efficiency and accuracy
- Prepare, review, verify and process forms and documents accurately
- Learn and apply established rules, regulations, policies and procedures related to admissions and student records
- Maintain student records, documentation and files in compliance with established procedures
- Foster teamwork in a collaborative work environment.
- Use technology in an effective manner for communicating, analyzing, and reporting
- Communicate in a respectful, professional, and courteous manner effectively both verbally and in writing
- Organize people and processes
- Maintain confidentiality
- Take direction and uphold policies and practices
- Establish and maintain cooperative and effective working relationships with others
- Understand and follow verbal and written instructions
- Operate a computer and assigned software
- Maintain records and prepare reports
- Complete work and meet deadlines with multiple interruptions
- Complete work with many work-related interruptions
- Solve problems and take responsibility for a variety of situations in a reasonable manner
- Understand the needs of persons 16 years old and older (especially 18+ years old) who face serious life challenges
- Speak in front of large groups
- Provide organizational and problem solving and data analysis skills, along with an ability to meet deadlines
- Travel as needed
- Ability to use creativity and enthusiasm to motivate persons 16 years old and older (especially 18+ years old)
- Ability to manage time and responsibilities under deadlines
- Ability to market and sell
- Ability to work effectively with diverse populations

Workforce Student Support Specialist

Board Approved: [Month. Year]

Use of Computer Technology

Proficient in using educational software, Google Workspace, Microsoft 365 applications, artificial intelligence (AI) tools and a variety of cloud-based and web-based applications.

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 may be made to enable individuals with disabilities to perform the essential functions of this position.

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

Workforce Student Support Specialist

Board Approved: [Month. Year]

Coversheet

Reappointment of Member to Board of Directors: Larry Alvarado

Section: IX. Board Governance
Item: A. Reappointment of Member to Board of Directors: Larry Alvarado
Purpose: Vote
Submitted by: Gigi Lenz
Related Material: 2026 OATH Board of Directors - Larry Alvarado - UNSIGNED.pdf

BACKGROUND:

Each member of the Board of Directors is required to take and subscribe to the constitutional Oath of Office prior to assuming or continuing the duties of office. The attached Oath of Office documents Mr. Larry Alvarado's affirmation to faithfully support and defend the Constitutions of the United States and the State of California and to faithfully discharge the duties of a member of the MY Academy Board of Directors.

RECOMMENDATION:

It is recommended the Board approve the reappointment of Member to Board of Directors: Larry Alvarado for Motivated Youth Academy (#1628).

Fiscal Impact: None.



OATH OF OFFICE FOR BOARD OF DIRECTORS

State of California

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

Signature of Board of Director

Larry Alvarado - Member

Taken, subscribed, and sworn (or affirmed) to be this 9 day of July 2026.

Signature of Authorized Official

Bill Dobson - Interim Director/CEO