



Elevate School

Board Meeting

Date and Time

Monday February 13, 2023 at 4:00 PM PST

Location

Elevate Middle School Campus, Room 104
8404 Phyllis Place
San Diego, CA 92123

The public comment portion of the meeting is set aside for members of the audience to make comments or raise issues that are not specifically on the agenda or those items that are on the agenda. These presentations are limited to three (3) minutes per person and the total time allotted to non-agenda items will not exceed fifteen (15) minutes. Individuals wishing to speak please complete a [Public Comment Request Form](#) by 10:00a m on the day of the meeting.

Agenda

	Purpose	Presenter	Time
I. Opening Items			4:00 PM
A. Record Attendance and Guests		Kirsten Grimm	1 m
B. Call the Meeting to Order		Kirsten Grimm	1 m
C. Approve Agenda	Vote	Kirsten Grimm	1 m
D. Approve Minutes from January 9 Regular Board Meeting	Approve Minutes	Kirsten Grimm	1 m

	Purpose	Presenter	Time
E. Core Values and Board Meeting Protocol		Kirsten Grimm	2 m
F. Non-Agenda Public Comment		Kirsten Grimm	5 m
II. Agenda Items			4:11 PM
A. Executive Director Report/Community Update	FYI	Ryan Elliott	10 m
B. Financial Update	FYI	Adam McWethy	10 m
C. Approve Revised Certificated Compensation Schedule	Vote	Adam McWethy	15 m
D. Board Manual Discussion	Vote	Chancellor Brown	30 m
Board Manua Draft			
E. Board Goal Updates	Discuss		5 m
Board Manual, Strategic Planning, Compensation Package			
F. Approve 23-24 Academic Calendar and Instructional Minutes	Vote	Ryan Elliott	5 m
G. Approve Purchase of Ellevation Curriculum	Vote	Ryan	5 m
H. Approve COVID Testing Framework Adherence Resolution	Vote	Ryan	5 m
I. Approve Comprehensive School Safety Plan	Vote	Ryan	5 m
** Hard copy available for review at board meeting and school site.			
J. Discuss/Approve Elevate School's New Insurance Broker - Newfront	Vote	Ryan Elliott	5 m
K. Approve 21-22 SARC (School Accountability Report Card)	Vote	Ryan Elliott	3 m
21-22 Elevate SARC			
III. Closing Items			5:49 PM
A. Adjourn Meeting	Vote		

Coversheet

Approve Minutes from January 9 Regular Board Meeting

Section: I. Opening Items
Item: D. Approve Minutes from January 9 Regular Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on January 9, 2023

APPROVED



Elevate School

Minutes

Board Meeting

Date and Time

Monday January 9, 2023 at 4:00 PM

Location

Elevate Middle School Campus, Fireside Room
8404 Phyllis Place
San Diego, CA 92123

The public comment portion of the meeting is set aside for members of the audience to make comments or raise issues that are not specifically on the agenda or those items that are on the agenda. These presentations are limited to three (3) minutes per person and the total time allotted to non-agenda items will not exceed fifteen (15) minutes. Individuals wishing to speak please complete a [Public Comment Request Form](#) by 10:00am on the day of the meeting.

Directors Present

Adam McWethy, Chancellor Brown, Cheryl Gorman, Kirsten Grimm, Robin McCulloch

Directors Absent

None

Guests Present

Member of public, Ryan Elliott

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Kirsten Grimm called a meeting of the board of directors of Elevate School to order on Monday Jan 9, 2023 at 4:03 PM.

C.

Approve Agenda and D. Approve Minutes from December 6 Regular Board Meeting

Adam McWethy made a motion to approve the agenda and minutes from Regular Board Meeting on 12-06-2022 Board Meeting on 12-06-22.

Robin McCulloch seconded the motion.

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

D. Approve Minutes from December 6 Regular Board Meeting

Adam McWethy made a motion to approve the minutes from Regular Board Meeting on 02-11-21.

Robin McCulloch seconded the motion.

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

E. Core Values and Board Meeting Protocol

Read core values

F. Non-Agenda Public Comment

None

II. Agenda Items

A. Executive Director Report/Community Update

Attendance @ 462

P-1 Attendance report submitted

Mid-year assessments being administered

First after-school sports team (basketball) underway at Middle School

B. Financial Update and Board Goal Discussion

Adam gave compensation update

C. Approve Expanded Learning Opportunity Plan - Revised

Item removed from agenda

D. Board Manual - First Reading

Board discusses manual update

Complete actions by next board meeting

E. Board Goal Updates

Kirsten gave update

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:16 PM.

Respectfully Submitted,
Chancellor Brown

Coversheet

Core Values and Board Meeting Protocol

Section: I. Opening Items
Item: E. Core Values and Board Meeting Protocol
Purpose:
Submitted by:
Related Material: Elevate Core Values & Board Meeting Norms.pdf

Elevate Core Values & Board Meeting Norms

Excellence: We hold ourselves to a high standard, and believe everyone in our community is capable of achieving greatness.

- We seek opportunities and are prepared to take advantage of them
- We challenge each other in order to achieve the highest standards
- We follow-through on our commitments

Leadership: We believe every person is capable of creativity and innovation that can cause positive change in the world. We will create the opportunities for all students + staff to practice and achieve their leadership potential.

- We model the 7 Habits in our interactions and influence our school community to do the same
- We recognize and build upon the creativity, innovation, and leadership of one another and all those in our school community
- We take a learning stance and seek out examples of innovation and best practice in order to grow

Justice: We are agents of change committed to exploring how our identities, community diversity, and action lead to justice.

- We solicit and listen to all community input, especially voices that often go unheard
- We are transparent with our rationale for decision-making
- We make decisions honoring our most vulnerable members
- We make decisions consistent with Elevate Core Values

Community: We are better together. Each member is valued as an essential contributor to our community.

- We speak to each other in-person, and with kindness and respect, when expressing thoughtful and challenging ideas
- We listen with an ear of understanding and consideration for different perspectives and life experiences
- We focus on bringing the entire Elevate community together by honoring the benefits of our diversity

This is a living document: we will check in on our Elevate Board Meeting Norms based on our Core Values at our annual retreat. As a Board we will undergo a self-assessment of Elevate Board Meeting Norms as needed to encourage mindfulness.

Coversheet

Financial Update

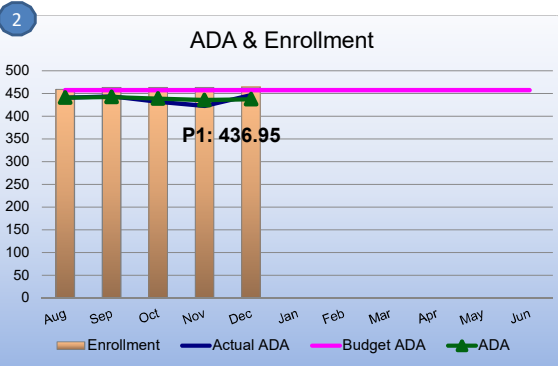
Section:	II. Agenda Items
Item:	B. Financial Update
Purpose:	FYI
Submitted by:	
Related Material:	EE School Dec 22 Financial Packet.pdf

ELEVATE SCHOOL - Financial Dashboard (December 2022)

1 Key Performance Indicators

ADA vs. Budget ● Cash on Hand ●

Net Income / (Loss) ● Year-End Cash ●



3 Average Daily Attendance Analysis

Category	Forecasted P2	Budgeted P2	Better/ (Worse)	Prior Year P2
Enrollment	462	475	(13)	418
ADA %	95.4%	96.3%	-0.9%	93.9%
ADA	440.65	457.19	(16.54)	392.37

KEY POINTS

SSC Financial Projection Dartboard

Planning Factors		2022-23	2023-24	2024-25	2025-26	2026-27
DOF ¹ Planning COLA		6.56%	8.13%	3.54%	3.31%	3.23%
California CPI ²		6.00%	3.44%	2.77%	2.49%	2.74%
Unemployment Insurance		0.50%	0.20%	0.20%	0.20%	0.20%
California Lottery	Unrestricted per ADA	\$170	\$170	\$170	\$170	\$170
	Restricted per ADA	\$67	\$67	\$67	\$67	\$67
Mandate Block Grant (District)	Grades K-8 per ADA	\$34.94	\$37.78	\$39.12	\$40.41	\$41.72
	Grades 9-12 per ADA	\$67.31	\$72.78	\$75.36	\$77.85	\$80.36
Mandate Block Grant (Charter)	Grades K-8 per ADA	\$18.34	\$19.83	\$20.53	\$21.21	\$21.90
	Grades 9-12 per ADA	\$50.98	\$55.12	\$57.07	\$58.96	\$60.86

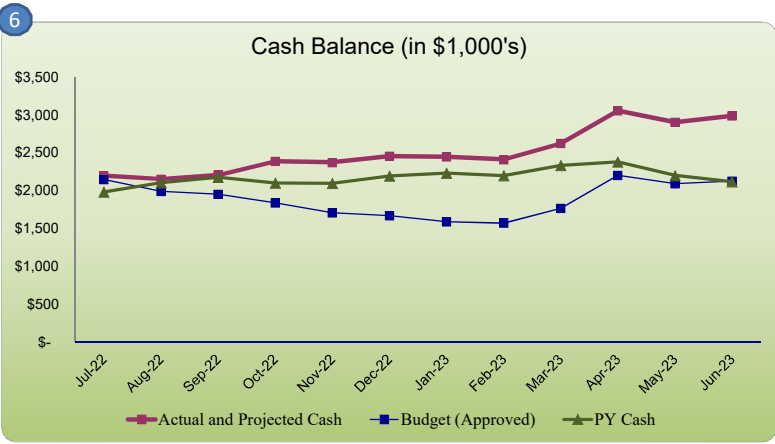
¹Department of Finance (DOF)
²Consumer Price Index (CPI)

4 LCFF Supplemental & Concentration Grant Factors

Category	Budget	Forecast	Variance	Prior Year
Unduplicated Pupil %	45.3%	48.3%	3.0%	45.2%
3-Year Average %	43.9%	43.9%	0.0%	42.7%
District UPP C. Grant Cap	57.1%	58.4%	1.2%	58.4%

5 INCOME STATEMENT

INCOME STATEMENT	As a % of Revenue	Forecast	VS. Budget	FY 22-23 YTD			Historical		
		As of 12/31/22	FY 22-23 Budget	Variance B/(W)	Actual YTD	Budget YTD	Variance B/(W)	FY 21-22 Unaudited	FY 20-21
Local Control Funding Formula		4,653,906	4,682,992	(29,087)	1,957,885	1,761,126	196,759	3,762,827	3,108,971
Federal Revenue		1,184,017	940,077	243,939	136,794	223,836	(87,042)	934,496	824,446
State Revenue		399,999	422,392	(22,393)	803,166	676,242	126,924	450,739	188,492
Other Local Revenue		415,740	414,896	844	178,405	147,132	31,273	245,463	255,270
Grants/Fundraising		152,000	172,000	(20,000)	4,356	602	3,754	117,904	61,799
TOTAL REVENUE		6,805,661	6,632,358	173,304	3,080,606	2,259,620	820,986	5,511,428	4,438,978
Total LCFF per ADA		10,561	10,627	(66)				14,047	12,701
Certificated Salaries		2,857,324	2,952,136	94,812	1,248,593	1,296,697	48,103	2,268,347	1,705,279
Classified Salaries		811,026	823,039	12,013	349,509	375,630	26,121	675,155	601,648
Benefits		1,028,929	1,030,913	1,984	520,241	482,430	(37,811)	831,976	625,991
Total Payroll Expenses	\$4,697,279 69%								
Student Supplies		450,848	316,175	(134,672)	277,413	158,043	(119,370)	410,742	446,895
Operating Expenses		1,506,211	1,420,341	(85,870)	645,906	686,460	40,555	1,162,128	954,462
Other		45,628	29,750	(15,878)	21,449	14,906	(6,543)	28,363	24,342
Total Other Operating Expenses	\$2,002,686 29%								
TOTAL EXPENSES		6,699,966	6,572,354	(127,611)	3,063,112	3,014,167	(48,944)	5,376,712	4,358,617
NET INCOME / (LOSS)		105,696	60,003	45,692	17,494	(754,547)	772,041	134,716	80,361



Year-End Cash Balance

Projected	Budget	Variance
2,992,884	2,130,221	862,662

7 Balance Sheet

	6/30/2022	11/30/2022	12/31/2022	6/30/2023 FC
Assets				
Cash, Operating	1,315,515	1,570,216	1,652,815	1,987,889
Cash, Restricted	806,507	806,507	806,507	1,004,995
Accounts Receivable	731,219	176,508	176,508	553,247
Other Assets	146,628	69,994	69,994	188,625
Net Fixed Assets	98,967	125,625	136,106	111,927
Total Assets	3,098,836	2,748,850	2,841,930	3,846,683
Liabilities				
A/P & Payroll	200,196	143,959	211,412	303,515
Due to Others	32,539	32,539	32,539	856,987
Deferred Revenue	285,615	0	0	0
Total Liabilities	518,350	176,498	243,951	1,160,502
Equity				
Beginning Fund Bal.	2,445,769	2,580,485	2,580,485	2,580,485
Net Income/(Loss)	134,716	(8,133)	17,494	105,696
Total Equity	2,580,485	2,572,352	2,597,980	2,686,181
Total Liabilities & Equity	3,098,836	2,748,850	2,841,930	3,846,683
Days Cash on Hand	90	86	91	109
Cash Reserve %	24.6%	23.7%	24.8%	29.9%



ELEVATE SCHOOL
 2022-23 Cash Flow Forecast
 Prepared by ExED. For use by ExED and ExED clients only. © 2022 ExED

Actuals as of 12/31/2022

	ACTUAL Jul-22	ACTUAL Aug-22	ACTUAL Sep-22	ACTUAL Oct-22	ACTUAL Nov-22	ACTUAL Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Accrual	FORECAST Jul-22 - Jun-23
Income														
8011-8098 · Local Control Funding Formula Sources														
8011 Local Control Funding Formula	57,660	57,660	103,788	149,711	103,788	103,788	103,788	126,099	126,099	126,099	126,099	125,950	6,846	1,317,374
8012 Education Protection Account	-	-	19,619	-	-	19,618	19,619	-	-	6,906	-	22,369	-	88,130
8096 In Lieu of Property Taxes	-	194,838	389,676	259,784	242,288	255,667	231,399	231,399	475,612	237,806	237,806	437,806	54,319	3,248,401
Total 8011-8098 · Local Control Funding Formula Sources	57,660	252,498	513,083	409,495	346,076	379,073	354,806	357,498	601,711	370,811	363,905	586,125	61,165	4,653,906
8100-8299 · Federal Revenue														
8181 Special Education - Federal (IDEA)	-	-	-	-	-	-	-	-	-	-	-	-	52,000	52,000
8221 Child Nutrition - Federal	-	14,666	-	-	3,709	-	16,009	12,006	9,605	16,009	13,607	14,408	\$60,021	160,040
8291 Title I	-	-	-	-	-	14,305	14,305	-	-	14,305	-	-	14,305	57,220
8292 Title II	-	-	-	-	-	-	2,747	-	-	2,747	-	-	5,494	10,988
8295 Title IV, SSAE	-	-	-	-	-	-	2,500	-	-	2,500	-	-	5,000	10,000
8296 Title IV, PCSGP	-	-	-	-	-	-	89,572	-	-	-	-	-	24,968	114,540
8297 Facilities Incentive Grant	-	-	-	40,000	-	-	-	-	-	-	-	-	-	40,000
8299 All Other Federal Revenue	-	1,824	22,060	12,389	27,841	-	-	-	-	428,647	-	-	246,468	739,229
Total 8100-8299 · Other Federal Income	-	16,490	22,060	52,389	31,550	14,305	125,133	12,006	9,605	464,207	13,607	14,408	408,256	1,184,017
8300-8599 · Other State Revenue														
8520 Child Nutrition - State	-	-	-	40,500	30,626	-	4,102	3,076	2,461	4,102	3,486	3,691	(\$49,872)	42,172
8550 Mandate Block Grant	-	-	-	-	7,196	-	-	-	-	-	-	-	-	7,196
8561 State Lottery - Non Prop 20	-	-	-	-	-	-	29,980	-	-	29,980	-	-	14,990	74,950
8562 State Lottery - Prop 20	-	-	-	-	-	-	11,816	-	-	11,816	-	-	5,908	29,539
8560 Lottery Revenue	-	-	-	-	-	-	41,795	-	-	41,795	-	-	20,898	104,489
8592 State Mental Health	-	-	-	5,494	1,766	-	-	-	-	63,250	-	-	(24,810)	45,700
8595 Expanded Learning Opportunity Program	15,215	15,215	27,388	27,388	121,831	27,388	27,388	18,889	18,889	18,889	18,889	18,889	(261,813)	94,443
8599 State Revenue - Other	-	175	19,097	-	333,069	130,818	-	-	-	26,500	-	-	(403,659)	106,000
Total 8300-8599 · Other State Income	15,215	15,390	46,485	73,382	494,488	158,206	73,285	21,965	21,350	154,536	22,375	22,580	(719,256)	399,999
8600-8799 · Other Local Revenue														
8660 Interest & Dividend Income	-	1,986	-	3,815	-	2,970	3,414	-	-	3,523	-	-	4,292	20,000
8695 Contributions & Events	-	-	149	-	127	-	268	143,591	924	894	-	-	46	146,000
8696 Other Fundraising	-	-	-	-	-	-	-	-	1,926	1,137	2,465	472	-	6,000
8699 All Other Local Revenue	-	-	-	5,879	-	-	-	-	3,325	-	627	-	11,170	21,000
8792 Transfers of Apportionments - Special Education	-	-	-	87,008	27,948	-	25,739	25,739	64,354	32,177	32,177	32,177	47,421	374,740
Total 8600-8799 · Other Income-Local	48,800	1,986	149	96,701	31,655	3,470	29,422	169,331	70,529	37,731	35,269	32,649	10,049	567,740
Prior Year Adjustments														
8999 Other Prior Year Adjustment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL INCOME	121,675	286,364	581,777	631,967	903,769	555,054	582,645	560,800	703,195	1,027,285	435,156	655,761	(239,786)	6,805,661
Expense														
1000 · Certificated Salaries														
Total 1000 · Certificated Salaries	28,817	167,476	272,972	261,128	258,312	259,888	268,122	268,122	268,122	268,122	268,122	268,122	-	2,857,324
2000 · Classified Salaries														
Total 2000 · Classified Salaries	12,145	39,301	76,648	82,855	71,123	67,437	76,920	76,920	76,920	76,920	76,920	76,920	-	811,026
3000 · Employee Benefits														
3111 STRS - State Teachers Retirement System	5,373	31,585	52,518	45,464	49,782	50,083	51,211	51,211	51,211	51,211	51,211	51,211	-	542,071
3311 OASDI - Social Security	711	2,334	4,547	4,743	4,015	3,817	4,769	4,769	4,769	4,769	4,769	4,769	-	48,780
3331 MED - Medicare	584	2,998	5,070	4,870	4,659	4,636	4,703	4,703	4,703	4,703	4,703	4,703	-	51,036
3401 H&W - Health & Welfare	29,072	48,628	23,615	47,539	36,112	29,113	20,615	20,615	20,615	20,615	20,615	-	-	317,157
3501 SUI - State Unemployment Insurance	201	1,034	1,748	1,679	1,607	1,599	1,575	1,575	1,575	1,575	1,575	1,575	-	17,319
3601 Workers' Compensation Insurance	5,529	2,534	2,534	2,534	2,031	2,534	2,534	2,534	2,534	2,534	2,534	2,534	-	27,831
3901 Other Retirement Benefits	109	466	600	596	537	503	1,154	1,154	1,154	1,154	1,154	1,154	-	9,733
Total 3000 · Employee Benefits	41,580	89,579	90,631	107,425	98,741	92,284	86,562	86,562	86,562	86,562	84,028	63,412	15,000	1,028,929

Actuals as of 12/31/2022

	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Accrual	FORECAST
	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22								Jul-22 - Jun-23
4000 - Supplies														
4111 Core Curricula Materials	18,726	9,540	-	-	-	-	580	580	580	580	580	580	580	31,745
4211 Books & Other Reference Materials	4,592	695	1,713	-	-	95	265	265	265	265	265	265	265	8,684
4311 Student Materials	33	12,051	26,947	10,316	2,168	1,426	2,843	2,843	2,843	2,843	2,843	2,843	2,843	70,000
4351 Office Supplies	222	2,274	5,803	4,663	2,329	2,849	1,920	1,920	1,920	1,920	1,920	1,920	1,920	29,658
4371 Custodial Supplies	-	136	896	1,685	1,304	1,060	577	577	577	577	577	577	577	8,539
4391 Food (Non Nutrition Program)	-	1,509	2,582	1,161	2,298	507	1,026	1,026	1,026	1,026	1,026	1,026	1,026	14,212
4392 Uniforms	-	-	-	387	6,953	1,034	899	899	899	899	899	899	899	13,767
4393 PE & Sports Equipment	-	-	-	446	1,474	115	143	143	143	143	143	143	143	2,893
4399 All Other Supplies	-	3,490	3,153	2,683	660	1,477	1,299	1,299	1,299	1,299	1,299	1,299	1,299	19,259
4390 Other Supplies	-	4,999	5,735	4,677	11,385	3,132	3,367	3,367	3,367	3,367	3,367	3,367	3,367	-
4411 Non Capitalized Equipment	36,380	6,001	9,672	11,742	1,085	10,423	783	783	783	783	783	783	783	80,000
4711 Nutrition Program Food & Supplies	-	-	3,829	17,635	29,796	9,402	9,006	15,010	12,759	13,509	15,010	15,761	30,375	172,091
Total 4000 - Supplies	59,953	35,695	54,594	50,717	48,067	28,387	19,340	25,344	23,093	23,843	25,344	26,095	30,375	450,848
5000 - Operating Services														
5211 Travel & Conferences	-	50	-	1,233	256	56	1,076	1,076	1,076	1,076	1,076	1,076	1,076	8,050
5311 Dues & Memberships	9,923	150	1,425	-	-	-	517	517	517	517	517	517	517	14,600
5451 General Insurance	16,235	6,102	6,102	6,102	6,102	6,102	6,102	6,102	6,102	6,102	341	341	341	71,834
5511 Utilities	-	-	-	-	-	2,600	2,505	2,505	2,505	2,505	2,505	2,505	2,505	17,632
5531 Housekeeping Services	2,171	4,134	934	12,659	4,049	7,240	1,940	1,940	1,940	1,940	1,940	1,940	1,940	42,830
5599 Other Facility Operations & Utilities	-	108	663	209	440	108	2,152	2,152	2,152	2,152	2,152	2,152	2,152	14,440
5619 Other Facility Rentals	42,975	34,155	61,312	35,517	36,042	472	34,521	34,521	34,521	34,521	34,521	34,521	34,521	417,600
5621 Equipment Lease	1,522	979	2,132	2,161	3,278	3,396	2,029	2,029	2,029	2,029	2,029	2,029	2,029	25,644
5631 Vendor Repairs	-	900	-	159	-	473	677	677	677	677	677	677	677	5,593
5812 Field Trips & Pupil Transportation	-	-	91	1,831	19,331	4,413	2,352	2,352	2,352	2,352	2,352	2,352	2,352	39,778
5821 Legal	-	650	599	668	-	329	3,766	3,766	3,766	3,766	3,766	3,766	3,766	24,843
5823 Audit	-	-	-	-	-	685	2,446	2,446	2,446	2,446	2,446	2,446	2,446	15,360
5831 Advertisement & Recruitment	164	2,006	-	-	-	-	1,034	1,034	1,034	1,034	1,034	1,034	1,034	8,376
5842 Special Education Services	-	828	2,407	13,007	12,390	11,348	20,348	20,348	20,348	20,348	20,348	20,348	20,348	162,069
5843 Non Public School	-	-	-	-	-	-	583	583	583	583	583	583	583	-
5844 After School Services	-	-	-	-	160	-	15,714	15,714	15,714	15,714	15,714	15,714	15,714	94,443
5849 Other Student Instructional Services	-	5,622	836	5,152	11,767	4,926	3,683	3,683	3,683	3,683	3,683	3,683	3,683	50,399
5852 PD Consultants & Tuition	-	-	4,826	2,671	11,398	2,435	6,178	6,178	6,178	6,178	6,178	6,178	6,178	58,397
5859 All Other Consultants & Services	17,207	20,008	14,018	29,058	32,173	24,292	11,091	11,091	11,091	11,091	11,091	11,091	11,091	203,300
5861 Non Instructional Software	22,411	2,758	1,591	3,457	2,267	1,048	1,968	1,968	1,968	1,968	1,968	1,968	1,968	45,340
5865 Fundraising Cost	-	-	-	-	-	-	1,730	1,730	1,730	1,730	1,730	1,730	1,730	10,381
5871 District Oversight Fees	-	-	-	-	-	6,756	5,284	5,284	5,284	5,284	5,284	5,284	5,284	18,612
5872 Special Education Fees (SELPA)	-	-	-	-	-	-	-	-	-	-	-	-	-	12,802
5899 All Other Expenses	469	15	15	37	32	590	1,394	1,394	1,394	1,394	1,394	1,394	1,394	9,524
5911 Office Phone	87	371	371	4,261	4,094	-	1,955	1,955	1,955	1,955	1,955	1,955	1,955	20,914
5913 Mobile Phone	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5921 Internet	1,560	1,560	1,560	7,338	4,634	100	8,556	8,556	8,556	8,556	8,556	8,556	8,556	68,091
5923 Website Hosting	-	-	-	-	-	-	353	353	353	353	353	353	353	2,115
5931 Postage & Shipping	-	-	192	249	80	20	96	96	96	96	96	96	96	1,119
5999 Other Communications	-	12	12	12	12	12	17	17	17	17	17	17	17	165
Total 5000 - Operating Services	114,724	80,407	99,086	125,782	148,506	77,400	140,069	140,069	140,069	140,069	134,308	134,308	31,414	1,506,211
6000 - Capital Outlay														
6901 Depreciation Expense	2,905	3,230	3,777	3,754	3,754	4,030	4,030	4,030	4,030	4,030	4,030	4,030	4,030	45,628
6903 Amortization Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6999 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 6000 - Capital Outlay	2,905	3,230	3,777	3,754	3,754	4,030	4,030	4,030	4,030	4,030	4,030	4,030	-	45,628
7000 - Other Outgo														

ELEVATE SCHOOL
 2022-23 Cash Flow Forecast
 Prepared by ExED. For use by ExED and ExED clients only. © 2022 ExED

	Actuals as of 12/31/2022												FORECAST	
	ACTUAL Jul-22	ACTUAL Aug-22	ACTUAL Sep-22	ACTUAL Oct-22	ACTUAL Nov-22	ACTUAL Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Accrual	Jul-22 - Jun-23
7438 Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 7000 - Other Outgo	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSE	260,124	415,689	597,708	631,662	628,502	529,427	595,042	601,046	598,795	599,545	592,751	572,886	76,789	6,699,966
NET INCOME	(138,449)	(129,325)	(15,931)	305	275,267	25,628	(12,397)	(40,246)	104,400	427,740	(157,595)	82,875	(316,575)	105,696
Operating Income														151,323
EBITDA														151,323
Beginning Cash Balance	2,122,022	2,200,456	2,156,580	2,210,793	2,390,680	2,376,722	2,459,322	2,450,955	2,414,738	2,627,259	3,059,029	2,905,464	2,992,884	2,122,022
Cash Flow from Operating Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Income	(138,449)	(129,325)	(15,931)	305	275,267	25,628	(12,397)	(40,246)	104,400	427,740	(157,595)	82,875	(316,575)	105,696
Change in Accounts Receivable														
Prior Year Accounts Receivable	264,947	43,702	31,065	214,997	-	-	-	-	104,091	-	-	72,419	-	731,220
Current Year Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	(553,248)	(553,248)
Change in Due from	-	(244)	244	-	-	-	-	-	-	-	-	-	-	-
Change in Accounts Payable	(61,433)	17,198	13,837	(33,184)	(8,130)	(6,021)	-	-	-	-	-	46,728	45,375	14,370
Change in Due to	-	-	-	-	-	-	-	-	-	-	-	-	824,448	824,448
Change in Accrued Vacation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Payroll Liabilities	(55,754)	41,283	33,840	(4,676)	781	73,474	-	-	-	-	-	-	-	88,949
Change in Prepaid Expenditures	85,362	(180)	(226)	(1,308)	(14)	-	-	-	-	-	-	(118,632)	-	(34,997)
Change in Deposits	(7,000)	-	-	-	-	-	-	-	-	-	-	-	-	(7,000)
Change in Deferred Revenue	-	-	-	-	(285,615)	-	-	-	-	-	-	-	-	(285,615)
Change in Other Long Term Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Other Long Term Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation Expense	2,905	3,230	3,777	3,754	3,754	4,030	4,030	4,030	4,030	4,030	4,030	4,030	4,030	45,628
Cash Flow from Investing Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	(12,144)	(19,540)	(12,394)	-	-	(14,511)	-	-	-	-	-	-	-	(58,588)
Cash Flow from Financing Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Source - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Use - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Source - Loans	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Use - Loans	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash Balance	2,200,456	2,156,580	2,210,793	2,390,680	2,376,722	2,459,322	2,450,955	2,414,738	2,627,259	3,059,029	2,905,464	2,992,884	2,992,884	2,992,884
Designated Portion of Ending Cash Balance	806,507	806,507	806,507	806,507	806,507	806,507	806,507	806,507	806,507	806,507	806,507	1,004,995	1,004,995	



Elevate School Financial Analysis December 2022

Net Income

Elevate School is projected to have a net income of \$105,696 in the Fiscal Year 2022-23. This is \$45,692 more than the current board-approved budget.

Balance Sheet

As of December 31, 2022, the school's operating cash balance was \$1,652,711, with an additional amount of \$806,507 reserved for Economic Uncertainty.

As of December 31, 2022, the Accounts Receivable balance was \$176,508.

As of December 31, 2022, the Accounts Payable balance, including payroll liabilities, totaled \$211,412.

Income Statement

Revenue

Total revenue for Fiscal Year 2022-23 is projected to be \$6,805,661, which is \$173,304 less than the board-approved budget.

- LCFF is projected to be \$29,087 under budget based on a 462 enrollment and 95.4% ADA, resulting in a 440.65 Average Daily Attendance rate (approved budget COLA = 6.56%; current COLA = 6.56% + additional one-time investment).
- Federal Revenue is projected to be \$243,939 favorable mainly due to PCSG revenue, Child Nutrition Revenue, and additional ESSER funds.
- Other State Revenue is projected to be \$22,393 favorable due to a decrease in State Mental Health. These funds were allocated to State SPED, which is categorized under Other Local Revenue.
- Grants/Fundraising projection was adjusted to a more conservative balance to the budgeted amount.

Expenses

Total expenses for the year are projected to be \$6,699,996. This is \$127,611 more than the budgeted amount.

- Certificated Salaries are projected to be \$94,812 more than the budgeted amount due to some adjustments to the staff FTE.
- Student Supplies are projected to be \$134,672 more than the budgeted amount due to additional PCSG and Nutrition Program Food & Supplies expenditures offset by the revenue.
- Operating Expenses are projected to be \$85,870 more than the budgeted amount due to the current internet expenses projection.
- Other expenses are projected to be \$15,878 more than the budgeted amount due to depreciation expenses being higher than anticipated.

ADA & Enrollment

Financials were calculated based on an enrollment of 462 and ADA percentage of 95.4%, resulting in an Average Daily Attendance of 440.55. Budgeted enrollment was 475 with a 96.3% ADA percentage, resulting in an Average Daily Attendance of 457.19.

**Elevate School
Check Register
From 12/01/2022 to 12/31/2022**

Check #	Vendor Name	Date	Description	Amount
1002711	TOP NOTCH CATERING	12/9/2022	11/22 - MEALS, EQUIPMENT RENTALS	13,145.05
1002712	SOUND THERAPIES, INC.	12/9/2022	11/22 - SPEECH & LANGUAGE THERAPY	10,572.80
1002713	EXED	12/19/2022	11/22 - MANAGEMENT CONTRACT FEE, CALPADS & SIS SUPPORT SERVICES	10,858.33
1390M	TONY LAW	12/2/2022	11/22 - CUSTODIAL SERVICES	378.00
1391M		12/15/2022	12/22 - PAYROLL	727.97
1392M	KEVIN COOPER	12/16/2022	12/16/22 - UHAUL RENTAL	54.03
2212020-1019M	CHARTER TECH SERVICES	12/2/2022	12/22 - MONTHLY TECH SERVICES	2,500.00
2212070-1019M	CHARTER TECH SERVICES	12/7/2022	11/22 - VISIO PLAN 2	2.20
2212090-1019M	CHARTERSAFE	12/9/2022	12/22 - PREMIUM PACKAGE, WORKERS' COMPENSATION	8,636.00
2212140-1019M	CHOICE BUILDER ADMINISTRATORS	12/14/2022	01/23 - HEALTH PREMIUM	3,065.84
2212200-1019M	ASSURITY LIFE INSURANCE COMPANY	12/20/2022	11/22 - HEALTH PREMIUM	2,024.20
2212211-1019M	MUTUAL OF OMAHA INSURANCE COMPANY	12/21/2022	01/23 - HEALTH PREMIUM	1,076.79
2212212-1019M	CALIFORNIA CHOICE BENEFIT ADMINISTRATORS	12/21/2022	01/23 - HEALTH PREMIUM	30,188.51
2212280-1019M	BUSINESS CARD	12/28/2022	11/07/22-12/06/22 - CREDIT CARD PURCHASES	30,606.40
A009754	OPEN WORKS	12/9/2022	12/22 - JANITORIAL SERVICES AT TS CAMPUS	2,734.00
A009966	ODP BUSINESS SOLUTIONS LLC	12/19/2022	CONSTRUCTION PAPER, ETC	1,137.84
A010049	ODP BUSINESS SOLUTIONS LLC	12/22/2022	COLOR PAPER, INDEX CARD, COPY PAPER, ENVELOPES	1,069.59
A010050	CAROLE B FISHER	12/22/2022	11/22-12/22 - SPED CONSULTING HOME DEPOT - PVC PIPES, NUTS, BOLTS FOR PROJECT, WALMART - GLUE	75.00
A010051	KYLE LINNIK	12/22/2022	STICKS	297.23
E008966	CINTAS	12/2/2022	SIG SANT, MICROFIBER TOWELS, AUTOSOAP, ETC FOR SM CAMPUS	100.83
E009090	ODP BUSINESS SOLUTIONS LLC	12/9/2022	PAPER, LABELS, TAPE DISPENSER, BLUE TAPE	487.64
E009091	CINTAS	12/9/2022	SIG SANT, MICROFIBER TOWELS, AUTOSOAP, ETC FOR SM CAMPUS	300.91
E009284	PCNATION	12/19/2022	(1) TABLET CHARGING CART	2,055.55
E009285	CINTAS	12/19/2022	SIG SANT, MICROFIBER TOWELS, AUTOSOAP, ETC FOR SM CAMPUS	100.83
E009361	CINTAS	12/22/2022	SIG SANT, MICROFIBER TOWELS, AUTOSOAP, ETC FOR SM CAMPUS WALMART - PAPER TISSUE, TAPE, TULLE FOR TEACHER RETREAT, RALPHS - ICE,	200.87
P032378	MICHELLE HUTCHINSON	12/2/2022	MUFFIN, ETC	239.70
P032379	MICHELLE FOURNIER	12/2/2022	10/22 - LA JOLLA LEARNING WORKS - EDUCATIONAL THERAPY SESSIONS	960.00
P032380	AT&T	12/2/2022	08/07/22-12/06/22 - PHONE SERVICE	3,723.26
P032381	CALNET	12/2/2022	10/22 - INTERNET SERVICE FOR ALL CAMPUSES	3,074.12
P032382	IDENTITY THEFT GUARD SOLUTIONS, INC	12/2/2022	09/22 - IDENTITY THEFT PROTECTION	718.07
P032383	DESIREE WOODEN	12/2/2022	AMAZON - PENS. MARKERS, GIFT BAGS, ETC FOR TEACHERS RETREAT	220.66
P032761	AZTEC LEASING, INC	12/9/2022	11/10/22-12/09/22 - COPIER LEASE	261.84
P032762	DENISE FINNEY	12/9/2022	11/15/22-11/22/22 - EDUCATIONAL CONSULTATION	500.00
P032763	SHARP ELECTRONICS CORPORATION	12/9/2022	10/18/22-11/28/22 - COPIER LEASE	1,380.70
P032764	SPECIALIZED THERAPY SERVICES	12/9/2022	10/22 - APE & NURSING SERVICES	700.00
P032765	AZTEC LEASING, INC	12/9/2022	11/25/22-12/24/22 - COPIER LEASE	586.70
P032766	AZTEC LEASING, INC	12/9/2022	11/22 - COPIER LEASE	125.58
P032767	SHARP ELECTRONICS CORPORATION	12/9/2022	10/31/22-11/30/22 - COPIER LEASE	403.48
P032768	RUN THE RACE LLC	12/9/2022	11/21/22-12/02/22 - MAINTENANCE & CUSTODIAL SERVICES FOR SM CAMPUS	556.35
P032769	IDENTITY THEFT GUARD SOLUTIONS, INC	12/9/2022	11/22 - IDENTITY THEFT PROTECTION	365.16
P032770	YOUNG, MINNEY & CORR, LLP	12/9/2022	11/22 - LEGAL SERVICES	328.50
P033499	SHARP ELECTRONICS CORPORATION	12/19/2022	09/26/22-10/18/22 - COPIER LEASE	600.89
P033500	THE UNIFORM STORE	12/19/2022	SWEATSHIRTS	885.09
P033501	SHARP ELECTRONICS CORPORATION	12/19/2022	09/08/22-12/09/22 - COPIER LEASE	1,876.05
P033502	SHARP ELECTRONICS CORPORATION	12/19/2022	TONER CARTRIDGE	137.58
P033503	NCS PEARSON, INC	12/19/2022	SPED INTERACTIVE STUDENT MATERIALS WALMART - GLUE STICKS, THREAD, WOOD, WEIGHT FOR RUBE GOLDBERG	125.69
P033504	MONIQUE MATOS	12/19/2022	MACHINES, DOLLAR TREE - DUCT TAPE, ETC	70.80
P033505	ANGELA GONZALEZ	12/19/2022	VONS - COOKIES FOR MS SOCIAL	47.94
P033506	SARA KAZMIERSKI	12/19/2022	SDCOE - TUITION REIMBURSEMENT (1 OF 4)	2,400.00
P033507	KARINNE CAISSE	12/19/2022	AMAZON - POETRY TILES, TIMERS, WORLD MAP FOR MS CLASSROOM	98.43
P033508	NICOLE HINTON	12/19/2022	AMAZON - FLASHLIGHTS FOR READING - FOR B.O.Y, LAKESHORE - TIMER	98.04
P033509	JILLIAN WILLIAMS	12/19/2022	PEARSON - LICENSES FOR SPED ASSESSMENTS	110.25
P033810	TOP NOTCH CATERING	12/22/2022	12/22 - MEALS, EQUIPMENT RENTALS	9,601.65
P033811	RUN THE RACE LLC	12/22/2022	12/05/22-12/16/22 - MAINTENANCE & CUSTODIAL SERVICES FOR SM CAMPUS	448.00
P033812	SAN DIEGO CENTER FOR CHILDREN	12/22/2022	11/22 - BASIC EDUCATION PROGRAM	3,925.60
			Total	156,966.54

Coversheet

Approve Revised Certificated Compensation Schedule

Section: II. Agenda Items
Item: C. Approve Revised Certificated Compensation Schedule
Purpose: Vote
Submitted by:
Related Material: 2023.2.13 Proposed Certificated Employee Compensation.pdf



Appendix A
PROPOSED 2023-2024 Certificated Teacher Compensation Schedule
Elevate School
 (Effective July 1, 2023)

Years of Experience	BA	BA+MA
1	\$ 61,020	\$ 64,020
2	63,233	66,233
3	65,446	68,446
4	67,659	70,659
5	69,873	72,873
6	72,086	75,086
7	74,299	77,299
8	76,512	79,512
9	78,724	81,724
10	82,436	85,436
11	84,691	87,691
12	86,945	89,945
13	89,199	92,199
14	91,453	94,453
15	91,453	94,453
16	91,453	94,453
17	91,453	94,453
18	91,453	94,453
19	91,453	94,453
20+	91,453	94,453

Base Salary/Compensation

- Placement determined by Years of Creditable Service +1 (ie. An individual with 3 years of creditable service will be placed at Year 4).
- In order to be placed in the BA+MA column, official transcript must be submitted to Human Resources by June 1 to qualify for the following school year.

Criteria for Creditable Service:

- Full-year, full-time K-12 teaching assignment in a public school district/charter or WASC/IB accredited private school (including international schools).
- Individual must have possessed appropriate credential for the entire year of said teaching assignment.
- Individuals may earn up to 14 years of creditable service completed at other educational institutions.

Additional Stipends (to be evenly distributed between 22 pay periods, except for SBAC Power Hour)

- Instructional Leadership Team(ILT), Lighthouse Team (teachers only)
- SBAC Power Hour
- Shared Classroom
- Consideration may be given to individuals who possess or pursue a specialty credential/certification that is utilized in current position

Health Benefits:

- For 23-24, the Standard Benefit amount will be increased to \$TBD** (for employees who work at least 30 hours)

Coversheet

Approve 23-24 Academic Calendar and Instructional Minutes

Section: II. Agenda Items
Item: F. Approve 23-24 Academic Calendar and Instructional Minutes
Purpose: Vote
Submitted by:
Related Material: Academic Calendar - master - 2023-24(K-5).pdf
Academic Calendar - master - 2023-24 (EMS).pdf



DRAFT Elementary (K-5) Academic Calendar 2023-2024

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- New Trimester Begins
- No School
- Staff Development Day - No School for Students
- Minimum Day - All Students K-5th
- Minimum Day - Kindergarten only
- Parent/Teacher Conferences
- Start/End Day

draft updated 1/26/23



DRAFT Middle School (6-8) Academic Calendar 2022-2023

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		







March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

-  New Academic Quarter Begins
-  No School
-  Staff Development Day - No School for Students
-  Minimum Day - All Students K-5th
-  Student-led Conferences
-  Start/End Day

draft updated 1/26/23

Coversheet

Approve Purchase of Ellevation Curriculum

Section:	II. Agenda Items
Item:	G. Approve Purchase of Ellevation Curriculum
Purpose:	Vote
Submitted by:	
Related Material:	Elevate Ellevation 16-Month Contract.pdf

Curriculum Associates, LLC Order Form - Q-37165

This Order Form is being entered into between Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 (“Company”) and the Customer Name identified as “Customer” below, pursuant to the parties’ Master Services Agreement dated 2/1/2023 (“MSA”). In the event of any conflict between this Order Form and the MSA, the terms of this Order Form shall control. This Order Form is effective as of the Subscription Start Date set forth below.

<p>Company: Curriculum Associates, LLC Representative: Jay Muller Email: jay.muller@ellevationeducation.com Phone: 617-307-5755 Address: 153 Rangeway Road, North Billerica, MA 01862 Start Date: 3/1/2023</p>	<p>Customer: Elevate School Contact Name: Desiree Wooden Email: dwooden@elevateschool.com Phone: (858) 751-4774 Address: 2285 Murray Ridge Road, San Diego, CA 92123 End Date: 6/30/2024</p>
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Subscription Fees

Product	Quantity	Unit Price	Discount	Term (Yrs)	Total Fees
Ellevation (CA)	50	Minimum	3.8 %	1.3333	\$8,337.33
Strategies	50	Minimum	3.8 %	1.3333	\$8,337.33
Ellevation Math (per School)	1	\$6,000.00		1.3333	\$8,000.00
Subscription Savings:					\$658.66
Subscription Total:					\$24,674.66

Services Fees

Product	Quantity	Unit Price	Training Product	Total Fees
Ellevation Data/Implementation	1	\$937.95		\$937.95
Strategies Data/Implementation	1	\$937.95		\$937.95
Ellevation Math Data/Implementation	1	\$900.00		\$900.00
In-Person Training	1	\$4,000.00		\$4,000.00
Online Webinar Training - 1 Hr (Platform)	1	\$1,000.00	Ellevation	\$1,000.00
Online Training - 1 Hr (Strategies)	1	\$1,000.00	Strategies	\$1,000.00
Online Webinar Training - 1 Hr (Strategies)	1	\$1,000.00	Strategies	\$1,000.00
Online Training - 1 Hr (Math)	2	\$1,000.00	Ellevation Math	\$2,000.00
Services Total:				\$11,775.90

Total Investment - Q-37165

Savings Total:	\$658.66
Grand Total:	\$36,450.56

Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 16

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Curriculum Associates, LLC

Elevate School

By (Signature): _____

By (Signature): _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

This Master Services Agreement (this "Agreement") is dated as of 2/1/2023 ("Effective Date") by and between Curriculum Associates, LLC ("Company"), through its Ellevation business unit ("Ellevation"), and Elevate School ("Customer"). Company and Customer are each referred to individually as a "Party" and collectively the "Parties" hereto.

1 Definitions.

- 1.1 **"System"** means Company's proprietary, Internet-delivered SaaS platform of servers, software and related technology that is owned and operated by Company and furnished to Customer under this Agreement. The System provides Customer the ability to: (a) use Company's proprietary data management framework for English Language Learners ("ELLs"); (b) access reporting tools related to the productivity and performance of Customer's ELLs; (c) utilize instructional content for Customer's ELLs; and (d) provide Customer's ELLs with tools to improve language acquisition.
- 1.2 **"Customer User"** means any of Customer's authorized users of the System, which may include students, teachers, administrators, or other Customer personnel.
- 2 **Services.** Company shall perform the services listed in the order form executed by both parties ("Order Form") and/or described in any Statement of Work executed by both parties ("SOW") that may be agreed to by both Parties from time to time (and such services are, the "Services"), with any such Order Form or SOW incorporated into this Agreement by reference.
- 3 **Fees and Payment.** Customer will pay the fees as set forth in the Order Form or SOW. The Customer will provide Company with a valid purchase order within ten (10) days of signing the Order Form or SOW. Company will invoice Customer based on such Order Form or SOW, and all invoices are payable within 30 days following receipt by Customer.
- 4 **Term.** The term of this Agreement shall commence on the Effective Date, and it shall continue for so long as Company provides access to the System and/or Services to the Customer pursuant to a valid Order Form or SOW (the "Term"). The term of any particular Services is as provided on the Order Form or SOW.

5 License Grant.

- 5.1 During the term of the applicable Order Form(s) and/or SOW(s), and subject to the terms and conditions of this Agreement, Company grants Customer a limited, worldwide, non exclusive, non-transferable right to access and use the features and functionality of the System for the number of users listed on an Order Form or SOW solely for Customer's internal educational purposes in accordance with the terms and conditions expressed in this Agreement. All rights not specifically granted in this Agreement are fully reserved by Company.

6 Restrictions.

- 6.1 **Prohibited Use.** Customer will not, and will ensure that Customer Users do not, (a) use the System other than in compliance with this Agreement and applicable federal, state, and local laws; (b) frame, distribute, resell, or permit access to the System by any third party; (c) interfere with the System or disrupt any other users' access to the System; (d) attempt to gain unauthorized access to the System, or attempt to discover the underlying source code or structure of the System, or otherwise reverse engineer the System; (f) submit to the System any content or data that is false, misleading, defamatory or threatening; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of "spam"; (g) submit to the System any data or code that contains a time bomb, virus, or any other malware that is designed to delete, disable or otherwise inhibit or harm any element of the System, or which is intended to provide unauthorized access to the System; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the System.
- 6.2 **Customer Responsibilities** Customer must comply with, and ensure that its Customer Users comply with, the Company's Terms of Use found at <https://ellevationeducation.com/platform-legal-notice>, as well as ensure that: (a) Customer provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security mechanism used by Company; (c) Customer Users maintain the confidentiality of their usernames and passwords; (d) neither Customer nor any Customer User will impersonate another user of the System or provide false identity information to gain access to or use the System; and (e) Customer immediately notifies Company of any known or suspected unauthorized access to Customer or Customer User accounts or compromise of account credentials.

7 Ownership and Rights

- 7.1 **Ownership of Customer Content; De-identified Data.** Customer retains all right, title and interest in (i) any data, files, images, and other content that Customer or a Customer User uploads or submits to the System pursuant to this Agreement; and (ii) any reports produced by Customer in connection with use of the System (collectively, "Customer Content"). "Customer Content" does not include de-identified data, which Company may create using Customer Content on a de-identified basis (a) to develop and improve its products; (b) for the purposes of adaptive and customized learning; (c) for research and development purposes; (d) to demonstrate the effectiveness of its products.
- 7.2 **Ownership of System.** The Services, including all trademarks, service marks, logos, documents, graphics, content, and/or other materials viewed or obtained from or through the Services (collectively, "Service Materials"), are owned

and/or licensed by Company and are protected by copyright and other intellectual property rights. Customer has no rights to transfer, reproduce, or prepare any derivative works with respect to the Services, or to disclose confidential information pertaining to the Services. This Agreement does not convey to Customer or any Customer User any right of ownership in or related to the Service or other intellectual property owned by Company.

7.3 **Feedback.** Customer may, at its option, provide to Company feedback or suggestions for enhancement concerning the System (“Feedback”), and Company will have a perpetual right to use and incorporate Feedback into the System without any compensation or other obligation to Customer. Customer shall not gain any right, title or interest in the System or Company’s IP as a result of its furnishing or Company’s use of Feedback.

8 **Confidentiality. “Confidential Information”** of a Party (“**Disclosing Party**”) means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential or that the other party (“**Receiving Party**”) reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. Without limiting the generality of the foregoing, Confidential Information includes (but is not limited to) personally identifiable student information; the Fees contained in any Order Form or SOW; and Company’s IP and other proprietary tools, features and methodologies. Confidential Information does not include any information that (a) is or becomes generally known to the public without the Receiving Party’s breach of any obligation owed to the Disclosing Party; (b) was independently developed by the Receiving Party without the Receiving Party’s breach of any obligation owed to the Disclosing Party; or (c) is received from a third party who obtained such Confidential Information without any breach of any obligation owed to the Disclosing Party. Except as expressly permitted in this Agreement or by written consent of the Disclosing Party, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity. The Receiving Party will not use Confidential Information except to perform its obligations under this Agreement. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party shall (x) give the Disclosing Party prior notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure; (y) use diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (z) allow the Disclosing Party to participate in the proceeding. Further, the Receiving Party will return or destroy all Confidential Information upon the Disclosing Party’s request at any time, and/or after the termination or expiration of this Agreement, and (if requested by the Disclosing Party) certify such return or destruction in writing.

9 **Data Protection**

9.1 **Privacy Policy.** Company maintains a Privacy Policy found at <https://ellevationeducation.com/platform-privacy-policy> and incorporated into this Agreement. Company reserves the right to modify the Privacy Policy in accordance with the procedure outlined in the Privacy Policy.

9.2 **Family Educational Rights and Privacy Act.** Customers subject to the Family Educational Rights and Privacy Act, 34 C.F.R. §99 et. seq. (“FERPA”), appoint Company a “school official” as that term is used in FERPA, and determine that Company has a “legitimate educational interest” for the purpose of carrying out its responsibilities under this Agreement. Company shall be bound by the relevant provisions of FERPA, including that it will remain under the “direct control” of Customer with respect to its use and maintenance of “education records” as that term is defined in FERPA. Company will use personally identifiable student data only in connection with providing services to the Customer , and will only share personally identifiable student data with its third-party vendors as necessary to provide services to the Customer.

9.3 **Parental Consent.** If Customer purchases Services available for use by students, , if required under applicable state or federal law, Customer will be responsible for obtaining verifiable parent consent prior to making such Services available to its students under the age of 13. Company shall comply with its responsibilities under the Children’s Online Privacy Protection Act (“COPPA”) and state law.

9.4 ***i-Ready® Customers.***

If Customer licenses or pilots i-Ready products or services from Company, then Customer hereby agrees that Company will use data shared by Customer in connection with the provision of i-Ready or generated during the use of i-Ready (“i-Ready Data”) and Customer Content as follows:

(a)

Onboarding

. i-Ready Data used for onboarding, rostering, and authenticating Customer’s accounts may be used by Ellevation for onboarding, rostering, and authentication purposes. Likewise, if Customer is or will be piloting i-Ready products, Customer Content may be used by Company for onboarding, rostering, and authentication purposes for the i-Ready pilot.

(b)

i-Ready Dashboard

. Company will import Customer's i-Ready Assessment results into the reporting dashboard functionality of the Ellevation Platform, unless Customer elects to opt out of such sharing by emailing its success team.

(c)

Account Support

. i-Ready Data and Customer Content may be shared between Customer's assigned account-management and technical-support teams in support of Customer's use of Company's services.

(d)

Research with De-identified Data

. i-Ready Data and Customer Content may be combined and de-identified: (a) to develop and improve its products; (b) for the purposes of adaptive and customized learning; (c) for research and development purposes; (d) to demonstrate the effectiveness of its products.

- 9.5 Data Security. Company deploys security precautions intended to help maintain the confidentiality, integrity, and availability of Customer data stored by Company, including use of firewalls, encryption, authentication technologies and background screenings for all employees. However, the internet is not perfectly secure and Company is not responsible for security incidents not reasonably foreseeable or reasonably within its control. Customer specifically shall not provide to Company, or store on the System, the Social Security number, driver's license or state-issued identification card number, financial account number, or credit or debit card number of any Customer student or employee.
- 9.6 Notification of Breach. Company shall notify Customer within 48 hours of determination that an actual data breach impacting Customer has occurred. Company shall be responsible for the direct costs associated with a breach not caused by Customer or Customer Users.
- 9.7 Legal Requests for Data. If Company receives a court order or subpoena for Customer Content, Company shall provide the Customer with a copy of such court order or subpoena within two (2) business days of its receipt, unless legally prohibited from doing so.
- 10 Representation and Warranties; Disclaimers**
- 10.1 Company Representations and Warranties. Company represents and warrants that (a) it has the necessary authority to enter into this Agreement; (b) it will provide the System and related services in a professional and workmanlike manner and in accordance with the specifications set forth in any Order Form or SOW; and (c) it will comply with all applicable laws.
- 10.2 Customer Representations and Warranties. Customer represents and warrants that (a) it has the necessary authority to enter into this Agreement; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the System and to grant Company the rights to use Customer Content as set forth in this Agreement; (c) any material uploaded to the System does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws.
- 10.3 Company Disclaimer. Customer acknowledges that, as an internet-delivered software application, the System may experience periods of downtime, including (but not limited to) due to scheduled maintenance and third-party service outages. Accordingly, COMPANY DOES NOT WARRANT THAT THE SYSTEM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, INCLUDING ITS DOCUMENTATION, THE SYSTEM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE SYSTEM. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY.
- 11 **Insurance**. Company shall provide professional liability insurance in the amount of \$5,000,000 per incident and \$5,000,000 in the aggregate. Upon written request, Company shall file with the Customer a Certificate of Insurance, that includes the liability coverage limits, dates of coverage, and names the District as an additional insured.
- 12 Termination.**
- 12.1 Termination. Either party may terminate this agreement (a) immediately if the other party breaches any material provision and fails to cure its breach within 20 days after receiving the other party's written notice identifying the breach, or (b) for any or no reason, upon 60 days' prior written notice. Nevertheless, the Agreement will remain in effect for as long as Company is continuing to provide the System or Services to the Customer pursuant to a valid Order Form or SOW. In addition, Company may suspend Customer's access to the Services immediately if Customer fails to make a payment more than 30 days following its due date. Customer agrees to use any professional development or training Services prior to termination or expiration of Customer's access to the System. Otherwise, Customer risks losing those Services.
- 12.2 Treatment of Customer Content at Termination. Customer shall have 30 days following the termination or expiration of this Agreement to provide Company with a written request for a one-time, delimited file export of its data from the System via SFTP. Regardless of whether Customer makes such a written request, and except as otherwise provided in this Agreement, within 90 days of the termination or expiration of this Agreement Company will securely destroy

any and all of Customer's personally identifiable student data stored in the System, including any such data stored in Company's backup systems.

13 **Indemnification**

13.1 Company will defend and indemnify Customer and its employees and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, to the extent such claim, demand or action alleges that the System, or Customer's use thereof in accordance with this Agreement, infringes or violates any copyright, trademark, U.S. patent, or other proprietary right of any third party; provided, that Company will not be obligated under this Section to the extent any such infringement or violation arises from use of the System in combination with technology or services not provided by Company.

13.2 Unless prohibited by applicable law, Customer will defend and indemnify Company and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, that arises out of or relates to Customer Content, including claims that Customer Content infringes or violates any intellectual property or proprietary right of a third party, violates any confidentiality obligation owed to a third party, or violates any applicable law or regulation; provided, that Customer will not be obligated under this Section to the extent any such claim arises from Company's use of Customer Content in violation of this Agreement.

14 **LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, NEITHER PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT (EXCLUDING ITS OBLIGATIONS OF CONFIDENTIALITY AND INDEMNIFICATION) WILL NOT EXCEED THE FEES ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

15 **Notices.** All notices under this Agreement must be in writing and sent via email, if to Company, to 'notices@ellevationeducation.com' or, if to Customer, at the email address provided on the Order Form.

16 **Entire Agreement.** The Agreement together with any Order Form, SOW and the Terms of Use, represents the entire agreement between the parties regarding Customer's use of the System and related matters addressed in this Agreement, and supersedes any prior oral or written agreements, promises, representations, warranties, or inducements between or by the parties regarding such subject matters.

17 **Assignment.** Company may not assign this Agreement without Customer's prior written consent, not to be unreasonably withheld; provided, however, that no consent shall be required for the assignment of this Agreement to the acquirer of all or substantially all of Company's assets or equity, provided that such successor agrees to be bound by all of the terms and conditions hereof.

18 **Force Majeure.** Except for Customer's obligation to make payments hereunder, neither party shall be liable for delay or default under this Agreement if caused by conditions beyond its reasonable control, whether or not foreseeable (e.g., technology malfunctions, outages of Internet Service; outages in third party hosted services), or any other Force Majeure events. "**Force Majeure**" means an armed conflict, flood, epidemic, pandemic, labor strike or shortage, governmental decree or regulation, court order, severe weather, fire, earthquake, act of terrorism, failure of suppliers, or unavailability of communications transport facilities.

19 **Miscellaneous.** This Agreement shall be governed by the laws of the state where Customer is located without regard to the conflict of law provisions of such state. If a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the parties intend that the court shall modify such provision to make such provision and this Agreement valid and enforceable. The provisions of this Agreement are severable, and any illegal or unenforceable provision, or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable. This Agreement can only be modified by a writing signed by both parties. The failure of the parties to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right or remedy thereunder will not be construed as a waiver by such party to assert or rely upon any such provision, right, or remedy in that or any other instance. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages electronically by the parties will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

Curriculum Associates, LLC

Elevate School

By (Signature): _____

By (Signature): _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

Coversheet

Approve COVID Testing Framework Adherence Resolution

Section:	II. Agenda Items
Item:	H. Approve COVID Testing Framework Adherence Resolution
Purpose:	Vote
Submitted by:	
Related Material:	COVID Testing Framework Adherence Resolution.pdf

To be shared with the Elevate School Board at the February Elevate Board meeting for review and action.

ADOPTING THE STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH COVID-19 TESTING FRAMEWORK FOR K–12 SCHOOLS FOR THE 2022-23 SCHOOL YEAR

WHEREAS, Elevate School, serving approximately 465 students in San Diego County, has partnered with its stakeholders to keep students safe and healthy by following the California Department of Public Health guidance for COVID-19;

WHEREAS, the Testing Framework for K-12 Schools for the 2022-23 School Year was updated on Nov. 10, 2022, providing additional guidance for school COVID-19 testing programs;

WHEREAS, according to Senate Bill 1479 the California Department of Public Health must coordinate local educational agency COVID-19 testing programs that are currently federally funded or organized under the California COVID-19 Testing Task Force;

WHEREAS, Senate Bill 1479 requires local educational agencies, after consulting with local health department, to create a COVID-19 testing plan, or adopt the State Department of Public Health's framework;

WHEREAS, Elevate School consults with the San Diego County Health & Human Services Agency, attends the agency's monthly K-12 Education Sector Telebriefings, and receives its email updates to stay informed of the most current information and best practices;

WHEREAS, Elevate School follows the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards for employees;

WHEREAS, Elevate School hosts its own COVID-19 testing program, in addition to providing families with at-home tests;

WHEREAS, Elevate School provides resources and facilitates access for families who want to be tested at a facility, in addition to providing families with at-home tests;

WHEREAS, pursuant to California Senate Bill 1479 and best practices, Elevate School wishes to provide a COVID-19 Testing Program framework for staff, students, and families;

WHEREAS, whether staff, students and District families plan to utilize home COVID-19 tests or a medical facility/private vendor to be tested, Elevate School supports our stakeholders' need or desire to test to keep the community safe.

WHEREAS, Elevate School wishes to provide programs and services to students to mitigate the spread of the virus and enable students to stay in school;

THEREFORE BE IT RESOLVED, that the Governance Board of Elevate School adheres to and adopts the Testing Framework for K-12 Schools for the 2022-23 School Year to support safe in-person learning, as disease management is an essential priority to maintain student well-being and development.

Coversheet

Discuss/Approve Elevate School's New Insurance Broker - Newfront

Section:	II. Agenda Items
Item:	J. Discuss/Approve Elevate School's New Insurance Broker - Newfront
Purpose:	Vote
Submitted by:	
Related Material:	Elevate School Broker of Record Change Letter.pdf



2285 Murray Ridge Rd., San Diego, CA 92123

2/13/2023

To Whom It May Concern:

Re: Broker of Record Appointment
Elevate School

Effective 3/1/2023, Elevate School, located at 2285 Murray Ridge Rd., San Diego, CA 92123, appoints ABD Insurance and Financial Services, dba Newfront, -- License # 0H55918, with business headquarters address at 777 Mariners Island Blvd, Suite 250, San Mateo CA 94403 (EIN: 27-0673528), as sole and exclusive brokerage firm/agent/consultant of record with respect to our insurance programs provided by the lines of coverage and/or insurance companies listed below:

- Medical – Cal Choice – Group #
- Dental, Vision , Group Life- Choice Builder – Group #
- Voluntary Benefits – Assurity – Group #
- Disability, Group Life – Mutual of Omaha – Group #

Please immediately make available to them any and all information and documents pertaining to our insurance program.

This authority empowers Newfront to negotiate on our behalf all matters affecting our insurance program including those which may precede this appointment.

Any deficiencies, errors or omissions created or caused by previous insurance brokers or representatives shall not be Newfront's responsibility, and in making this appointment we relieve them from such liability.

This appointment rescinds all previous appointments and shall remain in full force until canceled in writing by a duly authorized representative of this company. We direct you to waive any customary waiting period as we will not be issuing a rescinding letter.

Our contacts at Newfront are Leslie Alderman and Pedro Reyes. Leslie can be reached at leslie.alderman@newfront.com. Writing agent is listed under Kurt DeGrosz (CA License OA26388) & Pedro Reyes (CA License OE31735), correspondence can be sent to the above service team or to pedro.reyes@newfront.com.

Regards,



Ryan Elliott
Executive Director
Elevate School