



Elevate School

Board Meeting

Date and Time

Monday May 8, 2023 at 4:00 PM PDT

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.

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 April 10 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 Inc. LCAP update	FYI	Ryan Elliott	15 m
B. Financial Update and Draft 23-24 Budget	Discuss	Adam McWethy	20 m
C. Board Goal Updates Board Manual, Strategic Planning, Compensation Package, Leadership Sustainability	Discuss	Kirsten Grimm	10 m
D. Approve Strategic Planning Agreement with Third Plateau	Vote	Kirsten Grimm	10 m
E. Approve Material Revision	Vote	Ryan	10 m
F. Approve Board Manual Digital copy accessible here.	Vote	Kirsten Grimm	10 m
G. Approve Expanded Learning Opportunity Plan (ELO-P), Revised	Vote	Ryan	10 m
H. Approve Revised Wellness Policy	Vote	Ryan Elliott	5 m
I. Approve Independent Educational Evaluation (IEE) Policy	Vote	Ryan Elliott	5 m
III. Closing Items			5:46 PM
A. Adjourn Meeting	Vote		

Coversheet

Approve Minutes from April 10 Regular Board Meeting

Section: I. Opening Items
Item: D. Approve Minutes from April 10 Regular Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on April 10, 2023

DRAFT



Elevate School

Minutes

Board Meeting

Date and Time

Monday April 10, 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 the 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 Apr 10, 2023 at 4:08 PM.

C. Approve Agenda

Adam McWethy made a motion to approve the minutes from Board Meeting on 03-13-23.

Cheryl Gorman seconded the motion.

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

Adam McWethy made a motion to Approve Agenda.

Cheryl Gorman seconded the motion.

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

D. Approve Minutes from March 13 Regular Board Meeting

E. Core Values and Board Meeting Protocol

Board read core values

F. Non-Agenda Public Comment

No public comment

II. Agenda Items

A. Executive Director Report

Ryan giving report, discussing attendance issues and solutions, expanded learning opportunities, bullying follow-up data shows decline in instances.

Hiring update, Director of Special Education accepted position.

Adam discussed Charter Conference, next year will be in SD

B. Financial Update

Financial Update from Adam and Deanna: delay in State's final budget due to delay in tax collection.

C. Board Resolution for Notice of Intent to Withdraw from CharterSAFE

Chancellor Brown made a motion to Notice to withdraw from CharterSAFE.

Adam McWethy seconded the motion.

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

D. Board Goal Updates - Action Items

Cheryl Gorman made a motion to Motion to Approve Classified Staff 5% Pay Increase.

Robin McCulloch seconded the motion.

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

Adam McWethy made a motion to Motion to Executive team health insurance change.

Chancellor Brown seconded the motion.

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

Robin McCulloch made a motion to Motion to Move Cap from 6 days to 10 and 1x payment for Ryan and Desiree.

Cheryl Gorman seconded the motion.

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

E. Board Goal Updates - Discussion

III. Closing Items

A. Adjourn Meeting

Cheryl Gorman made a motion to Motion to Adjourn.

Adam McWethy seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:30 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 and 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 and Draft 23-24 Budget

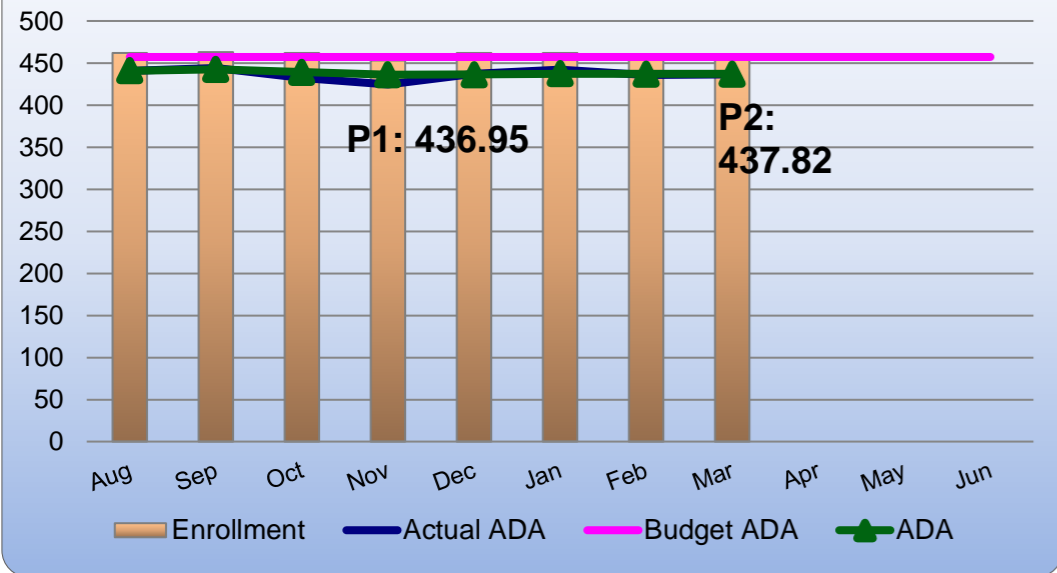
Section: II. Agenda Items
Item: B. Financial Update and Draft 23-24 Budget
Purpose: Discuss
Submitted by:
Related Material: EE School March 2023 Financial Packet.pdf
2023-24 Draft Budget.pdf

ELEVATE SCHOOL - Financial Dashboard (March 2023)

1 Key Performance Indicators

- ADA vs. Budget ● Cash on Hand ●
- Net Income / (Loss) ● Year-End Cash ●

2 ADA & Enrollment



KEY POINTS

One-time spending projections:
(Current year includes \$650,167 of spending)

School		FY End:								
Charter #		6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025	Total Spent/ Budgeted (A)	Balance	
Elevate Elementary										
1633										
Funding Source	Spending Timeline	Allocation	Spent in 19-20	Spent in 20-21	Spent in 21-22	Projected in 22-23	Projected in 23-24	Projected in 24-25	Total Spent/ Budgeted (A)	Balance
Total		2,844,859	5,419	279,822	612,450	650,167	362,612	321,799	2,232,269	612,590

3 Average Daily Attendance Analysis

Category	Forecasted P2	Budgeted P2	Better/ (Worse)	Prior Year P2
Enrollment	459	475	(16)	418
ADA %	95.0%	96.3%	-1.3%	93.9%
ADA	437.82	457.19	(19.37)	392.37

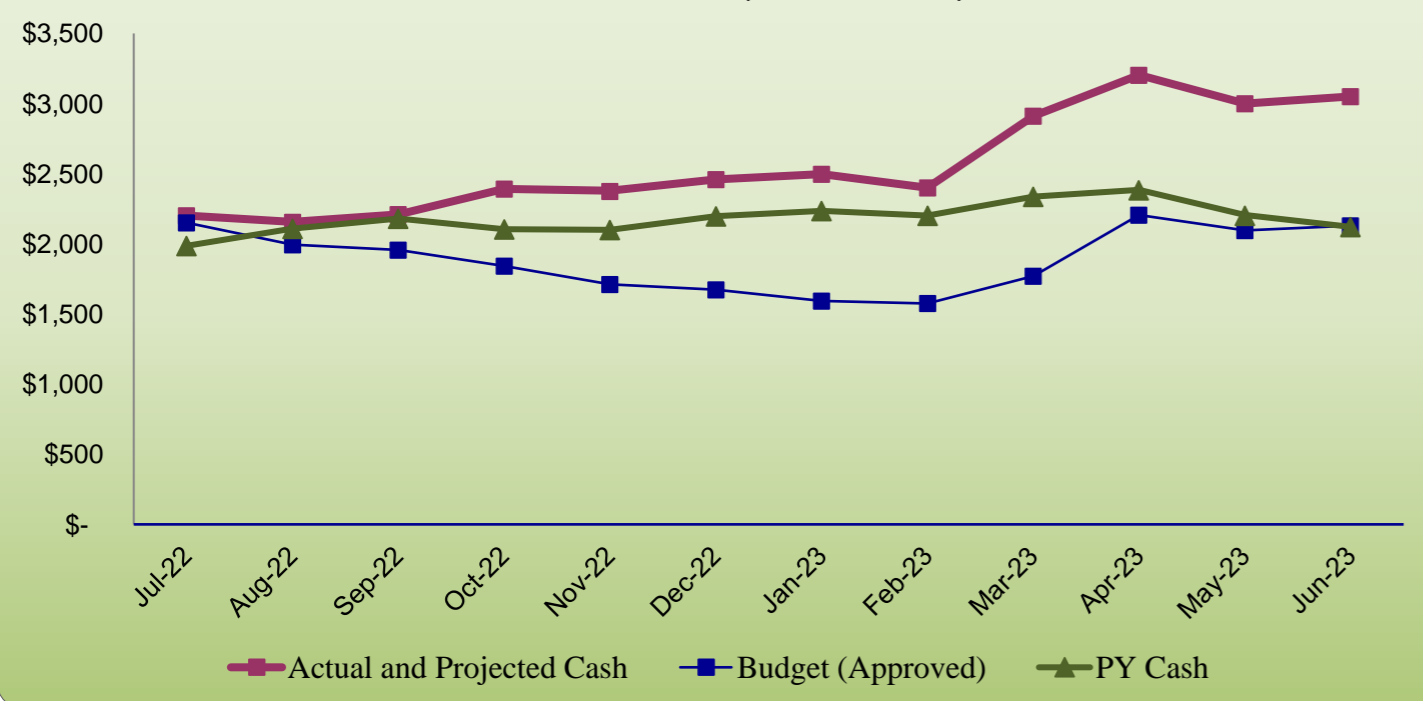
4 LCFF Supplemental & Concentration Grant Factors

Category	Budget	Forecast	Variance	Prior Year
Unduplicated Pupil %	45.3%	48.3%	3.0%	45.2%
3-Year Average %	43.9%	41.1%	-2.8%	42.5%
District UPP C. Grant Cap	57.1%	58.4%	1.2%	58.4%

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INCOME STATEMENT	As a % of Revenue	Forecast	VS. Budget		FY 22-23 YTD			Historical	
		As of 03/31/23	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		4,600,873	4,682,992	(82,119)	3,367,996	3,154,681	213,315	3,762,827	3,108,971
Federal Revenue		1,169,872	940,077	229,794	675,452	307,521	367,931	934,496	824,446
State Revenue		478,983	422,392	56,590	1,001,199	219,377	781,821	450,739	188,492
Other Local Revenue		427,740	414,896	12,844	281,683	267,953	13,730	245,463	255,270
Grants/Fundraising		162,750	172,000	(9,250)	7,889	166,402	(158,513)	117,904	61,799
TOTAL REVENUE		6,840,217	6,632,358	207,860	5,334,220	4,115,935	1,218,285	5,511,428	4,438,978
<i>Total LCFF per ADA</i>		10,509	10,696	(188)				14,047	12,701
Certificated Salaries		2,840,855	2,952,136	111,281	2,013,750	2,124,417	110,666	2,268,347	1,705,279
Classified Salaries		822,649	823,039	390	600,019	599,335	(684)	675,155	601,648
Benefits		1,058,375	1,030,913	(27,463)	793,817	760,769	(33,048)	831,976	625,991
<i>Total Payroll Expenses</i>	4,721,880 69%								
Student Supplies		477,295	316,175	(161,120)	374,826	235,133	(139,693)	410,742	446,895
Operating Expenses		1,534,071	1,420,341	(113,730)	1,029,837	1,040,811	10,974	1,162,128	954,462
Other		45,615	29,750	(15,865)	33,513	22,337	(11,175)	28,363	24,342
<i>Total Other Operating Expenses</i>	2,056,982 30%								
TOTAL EXPENSES		6,778,861	6,572,354	(206,507)	4,845,763	4,782,802	(62,960)	5,376,712	4,358,617
NET INCOME / (LOSS)		61,356	60,003	1,353	488,457	(666,868)	1,155,325	134,716	80,361

6 Cash Balance (in \$1,000's)



Year-End Cash Balance		
Projected	Budget	Variance
3,051,693	2,130,221	921,471

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Balance Sheet	6/30/2022	2/28/2023	3/31/2023	6/30/2023 FC
Assets				
Cash, Operating	1,315,515	1,593,584	2,103,258	2,034,864
Cash, Board Designated	806,507	806,507	806,507	1,016,829
Accounts Receivable	731,219	172,111	160,355	606,042
Other Assets	146,628	97,332	97,332	188,625
Net Fixed Assets	98,967	130,395	126,361	114,259
Total Assets	3,098,836	2,799,929	3,293,813	3,960,620
Liabilities				
A/P & Payroll	200,196	139,749	192,331	284,434
Due to Others	32,539	32,539	32,539	1,034,344
Deferred Revenue	285,615	0	0	0
Total Liabilities	518,350	172,288	224,870	1,318,778
Equity				
Beginning Fund Bal.	2,445,769	2,580,485	2,580,485	2,580,485
Net Income/(Loss)	134,716	47,156	488,457	61,356
Total Equity	2,580,485	2,627,642	3,068,942	2,641,841
Total Liabilities & Equity	3,098,836	2,799,929	3,293,813	3,960,620
Days Cash on Hand	90	87	114	110
Cash Reserve %	24.6%	23.8%	31.2%	30.2%

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

Actuals as of 3/31/2023

	ACTUAL Jul-22	ACTUAL Aug-22	ACTUAL Sep-22	ACTUAL Oct-22	ACTUAL Nov-22	ACTUAL Dec-22	ACTUAL Jan-23	ACTUAL Feb-23	ACTUAL 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	126,258	52,569	52,569	116,289	116,289	116,140	129,262	1,285,770
8012 Education Protection Account	-	-	19,619	-	-	19,618	-	-	25,553	797	-	21,977	-	87,564
8096 In Lieu of Property Taxes	-	194,838	389,676	259,784	242,288	255,667	255,667	255,667	641,828	228,292	228,292	428,292	(152,751)	3,227,539
Total 8011-8098 - Local Control Funding Formula Sources	57,660	252,498	513,083	409,495	346,076	379,073	381,925	312,972	715,214	345,378	344,580	566,408	(23,489)	4,600,873
8100-8299 - Federal Revenue														
8181 Special Education - Federal (IDEA)	-	-	-	-	-	-	-	-	-	-	-	-	52,000	52,000
8221 Child Nutrition - Federal	-	14,666	-	-	3,709	-	15,153	-	9,652	15,175	13,578	11,980	49,552	133,465
8291 Title I	-	-	-	-	-	14,305	24,468	-	-	14,667	-	-	5,229	58,669
8292 Title II	-	-	-	-	-	-	2,755	4,753	-	2,754	-	-	753	11,014
8295 Title IV, SSAE	-	-	-	-	-	-	10,000	-	-	-	-	-	-	10,000
8296 Title IV, PCSGP	-	-	-	-	-	-	89,572	-	24,968	-	-	-	20,858	135,398
8297 Facilities Incentive Grant	-	-	-	40,000	-	-	-	-	-	-	-	-	-	40,000
8299 All Other Federal Revenue	-	1,824	22,060	12,389	27,841	-	-	169,462	187,876	424,914	-	-	(117,040)	729,326
Total 8100-8299 - Other Federal Income	-	16,490	22,060	52,389	31,550	14,305	141,948	174,215	222,496	457,510	13,578	11,980	11,351	1,169,872
8300-8599 - Other State Revenue														
8520 Child Nutrition - State	-	-	-	40,500	30,626	-	56,978	-	27,699	3,888	3,479	3,069	(52,555)	113,684
8550 Mandate Block Grant	-	-	-	-	7,196	-	-	-	-	-	-	-	-	7,196
8561 State Lottery - Non Prop 20	-	-	-	-	-	-	38,944	-	25,571	-	-	-	9,948	74,463
8562 State Lottery - Prop 20	-	-	-	-	-	-	5,755	-	11,608	-	-	-	11,984	29,347
8560 Lottery Revenue	-	-	-	-	-	-	44,700	-	37,179	-	-	-	21,932	103,811
8592 State Mental Health	-	-	-	5,494	1,766	-	1,766	-	4,676	1,250	-	-	10,391	25,343
8595 Expanded Learning Opportunity Program	15,215	15,215	27,388	27,388	121,831	27,388	27,388	27,431	27,431	18,889	18,889	18,889	(278,898)	94,443
8599 State Revenue - Other	-	175	19,097	-	333,069	130,818	-	-	(57,215)	33,626	-	-	(325,065)	134,506
Total 8300-8599 - Other State Income	15,215	15,390	46,485	73,382	494,488	158,206	130,832	27,431	39,770	57,653	22,367	21,958	(624,195)	478,983
8600-8799 - Other Local Revenue														
8660 Interest & Dividend Income	-	1,986	-	3,815	-	2,970	2,975	-	7,809	5,637	-	-	6,809	32,000
8692 Grants	-	-	-	-	3,580	500	1,000	-	1,973	-	-	521	3,176	10,750
8695 Contributions & Events	-	-	149	-	127	-	-	145	-	894	-	-	144,685	146,000
8696 Other Fundraising	-	-	-	-	-	-	-	-	415	1,137	2,465	472	1,511	6,000
8699 All Other Local Revenue	-	-	-	5,879	-	-	-	-	-	-	627	-	14,495	21,000
8792 Transfers of Apportionments - Special Education	-	-	-	87,008	27,948	-	29,501	-	62,994	35,681	35,681	35,681	60,245	374,740
Total 8600-8799 - Other Income-Local	48,800	1,986	149	96,701	31,655	3,470	33,476	145	73,191	43,350	38,773	36,674	182,121	590,490
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	688,181	514,763	1,050,671	903,890	419,298	637,020	(454,211)	6,840,217
Expense														
1000 - Certificated Salaries														
Total 1000 - Certificated Salaries	28,817	167,476	272,972	261,128	258,312	259,888	242,653	255,104	267,400	268,370	279,368	279,368	-	2,840,855
2000 - Classified Salaries														
Total 2000 - Classified Salaries	12,145	39,301	76,648	82,855	71,123	67,437	74,460	87,716	88,334	71,051	75,789	75,789	-	822,649
3000 - Employee Benefits														
3111 STRS - State Teachers Retirement System	5,373	31,585	52,518	45,464	49,782	50,083	46,791	49,152	48,986	48,759	50,859	50,859	-	530,210
3311 OASDI - Social Security	711	2,334	4,547	4,743	4,015	3,817	4,206	5,075	5,082	4,405	4,699	4,699	-	48,333
3331 MED - Medicare	584	2,998	5,070	4,870	4,659	4,636	4,478	4,867	5,038	4,622	4,850	4,850	-	51,522
3401 H&W - Health & Welfare	29,072	48,628	23,615	47,539	36,112	29,113	26,402	29,566	29,978	29,978	31,978	-	-	361,981
3501 SUI - State Unemployment Insurance	201	1,034	1,748	1,679	1,607	1,599	1,544	1,678	1,737	1,547	1,626	1,626	-	17,627
3601 Workers' Compensation Insurance	5,529	2,534	2,534	2,534	2,031	2,534	2,534	2,534	2,533	2,533	-	-	-	27,829
3901 Other Retirement Benefits	109	466	600	596	537	503	427	491	476	533	568	568	-	5,874

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

Actuals as of 3/31/2023

	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL					FORECAST
	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Accrual	Jul-22 - Jun-23
3902 Other Benefits	-	-	-	-	-	-	-	-	-	-	-	-	15,000	15,000
Total 3000 - Employee Benefits	41,580	89,579	90,631	107,425	98,741	92,284	86,382	93,364	93,831	92,376	94,580	62,602	15,000	1,058,375
4000 - Supplies														
4111 Core Curricula Materials	18,726	9,540	-	-	-	-	-	7,136	4,788	1,460	1,460	1,460	-	44,571
4211 Books & Other Reference Materials	4,592	695	1,713	-	-	95	42	30	127	434	434	434	-	8,595
4311 Student Materials	33	12,051	26,947	10,316	2,168	1,426	4,160	1,584	6,602	1,571	1,571	1,571	-	70,000
4351 Office Supplies	222	2,274	5,803	4,663	2,329	2,849	1,764	4,109	2,806	878	878	878	-	29,453
4371 Custodial Supplies	-	136	896	1,685	1,304	1,060	1,068	991	1,053	82	82	82	-	8,439
4391 Food (Non Nutrition Program)	-	1,509	2,582	1,161	2,298	507	790	230	1,143	1,295	1,295	1,295	-	14,107
4392 Uniforms	-	-	-	387	6,953	1,034	86	-	2,241	988	988	988	-	13,664
4393 PE & Sports Equipment	-	-	-	446	1,474	115	-	314	76	148	148	148	-	2,868
4399 All Other Supplies	-	3,490	3,153	2,683	660	1,477	(67)	3,909	2,896	278	278	278	-	19,036
4390 Other Supplies	-	4,999	5,735	4,677	11,385	3,132	809	4,453	6,356	2,709	2,709	2,709	-	49,675
4411 Non Capitalized Equipment	36,380	6,001	9,672	11,742	1,085	10,423	3,417	16,162	428	1,563	1,563	1,563	-	100,000
4711 Nutrition Program Food & Supplies	-	-	3,829	17,635	29,796	9,402	15,552	-	13,975	11,233	10,485	10,485	44,173	166,563
Total 4000 - Supplies	59,953	35,695	54,594	50,717	48,067	28,387	26,811	34,465	36,137	19,931	19,182	19,182	44,173	477,295
5000 - Operating Services														
5211 Travel & Conferences	-	50	-	1,233	256	56	-	998	1,566	1,297	1,297	1,297	-	8,050
5311 Dues & Memberships	9,923	150	1,425	-	-	-	1,600	30	(30)	465	465	465	-	14,492
5451 General Insurance	16,235	6,102	6,102	6,102	6,102	6,102	6,102	6,102	6,102	6,102	108	108	-	71,368
5511 Utilities	-	-	-	-	-	2,600	-	2,298	-	4,211	4,211	4,211	-	17,530
5531 Housekeeping Services	2,171	4,134	934	12,659	4,049	7,240	3,679	4,148	4,120	3,126	3,126	3,126	-	52,513
5599 Other Facility Operations & Utilities	-	108	663	209	440	108	195	214	108	3,096	3,096	3,096	-	11,334
5619 Other Facility Rentals	42,975	34,155	61,312	35,517	36,042	472	72,862	37,817	41,917	18,176	18,176	18,176	-	417,600
5621 Equipment Lease	1,522	979	2,132	2,161	3,278	3,396	534	2,708	2,559	2,063	2,063	2,063	-	25,458
5631 Vendor Repairs	-	900	-	159	-	473	-	-	568	641	641	641	-	4,024
5812 Field Trips & Pupil Transportation	-	-	91	1,831	19,331	4,413	797	3,599	6,509	1,026	1,026	1,026	-	39,650
5821 Legal	-	650	599	668	-	329	763	1,313	4,489	5,289	5,289	5,289	-	24,675
5823 Audit	-	-	-	-	-	685	5,250	-	-	3,115	3,115	3,115	-	15,279
5831 Advertisement & Recruitment	164	2,006	-	-	-	-	-	-	145	1,354	1,354	1,354	-	6,376
5842 Special Education Services	-	828	2,407	13,007	12,390	11,348	10,348	19,314	14,838	24,523	24,523	24,523	-	158,049
5843 Non Public School	-	-	-	-	-	-	-	-	-	12,833	12,833	12,833	-	38,500
5844 After School Services	-	-	-	-	160	-	-	-	120	31,388	31,388	31,388	-	94,443
5849 Other Student Instructional Services	-	5,622	836	5,152	11,767	4,926	5,119	4,199	5,916	2,267	2,267	2,267	-	50,338
5852 PD Consultants & Tuition	-	-	4,826	2,671	11,398	2,435	-	75	-	10,287	10,287	10,287	-	52,265
5859 All Other Consultants & Services	17,207	20,008	14,018	29,058	32,173	24,292	24,206	16,377	10,175	5,928	5,928	5,928	-	205,300
5861 Non Instructional Software	22,411	2,758	1,591	3,457	2,267	1,048	108	4,853	141	2,236	2,236	2,236	-	45,340
5865 Fundraising Cost	-	-	-	-	-	-	-	-	-	3,388	3,388	3,388	-	10,164
5871 District Oversight Fees	-	-	-	-	-	6,756	6,756	6,756	6,756	5,245	5,245	5,245	13,895	56,656
5872 Special Education Fees (SELPA)	-	-	-	-	-	-	-	-	-	-	-	-	12,802	12,802
5899 All Other Expenses	469	15	15	37	32	590	763	590	605	2,116	2,116	2,116	-	9,462
5911 Office Phone	87	371	371	4,261	4,094	-	2,279	-	2,406	2,348	2,348	2,348	-	20,914
5913 Mobile Phone	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5921 Internet	1,560	1,560	1,560	7,338	4,634	100	8,146	3,150	10,574	9,823	9,823	9,823	-	68,091
5923 Website Hosting	-	-	-	-	-	-	52	-	-	688	688	688	-	2,115
5931 Postage & Shipping	-	-	192	249	80	20	59	111	39	123	123	123	-	1,119
5999 Other Communications	-	12	12	12	12	12	12	12	12	23	23	23	-	165
Total 5000 - Operating Services	114,724	80,407	99,086	125,782	148,506	77,400	149,632	114,664	119,635	163,175	157,181	157,181	26,697	1,534,071
6000 - Capital Outlay														
6901 Depreciation Expense	2,905	3,230	3,777	3,754	3,754	4,030	3,995	4,034	4,034	4,034	4,034	4,034	-	45,615
6903 Amortization Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6999 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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

Actuals as of 3/31/2023

	ACTUAL Jul-22	ACTUAL Aug-22	ACTUAL Sep-22	ACTUAL Oct-22	ACTUAL Nov-22	ACTUAL Dec-22	ACTUAL Jan-23	ACTUAL Feb-23	ACTUAL Mar-23	Apr-23	May-23	Jun-23	Accrual	FORECAST Jul-22 - Jun-23
Total 6000 · Capital Outlay	2,905	3,230	3,777	3,754	3,754	4,030	3,995	4,034	4,034	4,034	4,034	4,034	-	45,615
7000 · Other Outgo	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7438 Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 7000 · Other Outgo	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSE	260,124	415,689	597,708	631,662	628,502	529,427	583,934	589,347	609,370	618,938	630,134	598,157	85,870	6,778,861
NET INCOME	(138,449)	(129,325)	(15,931)	305	275,267	25,628	104,246	(74,584)	441,301	284,952	(210,836)	38,863	(540,081)	61,356
Operating Income														106,971
EBITDA														106,971
Beginning Cash Balance	2,122,022	2,200,456	2,156,580	2,210,793	2,390,680	2,376,722	2,459,322	2,498,109	2,400,091	2,909,765	3,203,487	3,001,422	3,051,693	2,122,022
Cash Flow from Operating Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Income	(138,449)	(129,325)	(15,931)	305	275,267	25,628	104,246	(74,584)	441,301	284,952	(210,836)	38,863	(540,081)	61,356
Change in Accounts Receivable														
Prior Year Accounts Receivable	264,947	43,702	31,065	214,997	-	-	4,398	-	11,756	4,736	4,736	65,737	-	646,073
Current Year Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	(520,897)	(520,897)
Change in Due from	-	(244)	244	-	-	-	(3,223)	3,223	-	-	-	-	-	-
Change in Accounts Payable	(61,433)	17,198	13,837	(33,184)	(8,130)	(6,021)	9,176	(6,339)	49,501	-	-	32,930	59,173	66,708
Change in Due to	-	-	-	-	-	-	-	-	-	-	-	-	1,001,805	1,001,805
Change in Accrued Vacation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Payroll Liabilities	(55,754)	41,283	33,840	(4,676)	781	73,474	(79,806)	5,305	3,082	-	-	-	-	17,530
Change in Prepaid Expenditures	85,362	(180)	(226)	(1,308)	(14)	-	-	(27,338)	-	-	-	(91,294)	-	(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	3,995	4,034	4,034	4,034	4,034	4,034	-	45,615
Cash Flow from Investing Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	(12,144)	(19,540)	(12,394)	-	-	(14,511)	-	(2,319)	-	-	-	-	-	(60,907)
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	2,498,109	2,400,091	2,909,765	3,203,487	3,001,422	3,051,693	3,051,693	3,051,693
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	1,016,829	1,016,829	



Elevate School Financial Analysis March 2023

Net Income

Elevate School is projected to have a net income of \$63,334 in the Fiscal Year 2022-23. This is \$3,330 more than the current board-approved budget.

Balance Sheet

As of March 31, 2023, the school's operating cash balance was \$2,103,258, with an additional amount of \$806,507 reserved for Economic Uncertainty.

As of March 31, 2023, the Accounts Receivable balance was \$160,355.

As of March 31, 2023, the Accounts Payable balance, including payroll liabilities, totaled \$192,331.

Income Statement

Revenue

Total revenue for Fiscal Year 2022-23 is projected to be \$6,810,217, which is 177,860 more than the board-approved budget.

- LCFF is projected to be \$82,119 under budget based on a 459 enrollment and 95.0% ADA, resulting in a 437.82 Average Daily Attendance rate (approved budget COLA = 6.56%; current COLA = 6.56% + additional one-time investment).
- Federal Revenue is projected to be \$199,794 favorable mainly due to PCSG revenue, Child Nutrition Revenue, and additional ESSER funds.
- Other State Revenue is projected to be \$56,590 favorable due to an increase in State Child Nutrition 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 \$6,746,884. This is \$174,530 more than the budgeted amount.

- Certificated Salaries are projected to be \$111,281 less than the budgeted amount due to some adjustments to the staff FTE.
- Student Supplies are projected to be \$161,120 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 \$113,730 more than the budgeted amount due to the current student instructional services and internet expenses projection.
- Other expenses are projected to be \$15,865 more than the budgeted amount due to depreciation expenses being higher than anticipated.

ADA & Enrollment

Financials were calculated based on an enrollment of 459 and ADA percentage of 95.0%, resulting in an Average Daily Attendance of 437.82. Budgeted enrollment was 475 with a 96.3% ADA percentage, resulting in an Average Daily Attendance of 457.19.

**Elevate School
Check Register
From 03/01/2023 to 03/31/2023**

Check #	Vendor Name	Date	Description	Amount
1002732	PCNATION	3/2/2023	W18474490101	2,055.55
1002733	FAITH COMMUNITY CHURCH	3/13/2023	02/07/23-02/23/23 - ROOM RENTALS, HONORARIUM FOR SOUND & AV STAFF	375.00
1002734	TOP NOTCH CATERING	3/13/2023	02/23 - MEALS	13,975.00
1002735	CINTAS	3/13/2023	SIG SANT, MICROFIBER TOWELS, AUTOSOAP, ETC FOR SM CAMPUS	200.87
1002736	DENISE FINNEY	3/13/2023	02/28/23 - EDUCATIONAL CONSULTATION	500.00
1002737	SAN DIEGO CENTER FOR CHILDREN	3/13/2023	01/23 - BASIC EDUCATION PROGRAM	2,698.85
1002738	ODP BUSINESS SOLUTIONS LLC	3/13/2023	SHREDDER FOR MS CAMPUS	334.95
1002739	EXED	3/13/2023	02/23 - MANAGEMENT CONTRACT FEE, CALPADS & SIS SUPPORT SERVICES	10,858.33
1002740	OPEN WORKS	3/13/2023	02/23 - JANITORIAL SERVICES AT TS CAMPUS	2,734.00
1002741	NCS PEARSON, INC	3/13/2023	SPED INTERACTIVE STUDENT MATERIALS	54.90
1002742	SPECIALIZED THERAPY SERVICES, INC	3/13/2023	01/23 - APE & NURSING SERVICES	1,372.50
1002743	A PLUS CHARTER CONSULTING	3/20/2023	FY23-24 - RETAINER LCAP SERVICES LCAP RETAINER	5,000.00
1002744	LAURIE HERBEK	3/20/2023	WALMART - DRY ERASER MARKERS	50.42
1002745	DEJUAN CORTES GARIBALDI	3/20/2023	DICKS SPORTING GOODS - BASKETBALL FOR MS TEAM	76.10
1002746	AMANDA LINCOLN	3/20/2023	MILEAGE	165.58
1002747	MICHELLE SAN PEDRO	3/20/2023	TARGET - SNACKS FOR STEAM	33.05
1002748	SUMNER PHOTOGRAPHY AND PUBLISHING, INC	3/20/2023	K-3 SCHOOL GROUP PRINTS	145.46
1002749	NCS PEARSON, INC	3/20/2023	SPED INTERACTIVE STUDENT MATERIALS	32.40
1002750	RUN THE RACE LLC	3/20/2023	02/27/23-03/10/23 - MAINTENANCE & CUSTODIAL SERVICES FOR SM CAMPUS	504.00
1002751	WILINE NETWORKS INC	3/20/2023	03/23 - INTERNET SETTLEMENT AGREEMENT	7,500.00
1002752	DBA CITY VIEW CHURCH	3/20/2023	04/23 - OFFICE SPACE RENTAL - FLC, KIDS ISLAND, K1 102	4,567.50
1002753	SHARP ELECTRONICS CORPORATION	3/20/2023	11/10/22-12/12/22 - COPIER LEASE	402.33
1002754	ODP BUSINESS SOLUTIONS LLC	3/20/2023	WATER CUPS	807.39
1002755	CINTAS	3/20/2023	SIG SANT, MICROFIBER TOWELS, AUTOSOAP, ETC FOR SM CAMPUS	100.83
1002756	DENISE FINNEY	3/20/2023	03/14/23 - EDUCATIONAL CONSULTATION	500.00
1002757	PICTURE WHAT'S NEXT, LLC	3/20/2023	03/23 - SPECIAL EDUCATION CONSULTANT	1,200.00
1002758	SOUND THERAPIES, INC.	3/20/2023	02/23 - SPEECH & LANGUAGE THERAPY	11,894.00
1002759	IDENTITY THEFT GUARD SOLUTIONS, INC	3/20/2023	02/23 - IDENTITY THEFT PROTECTION	362.21
1002760	CALNET	3/20/2023	02/23 - INTERNET SERVICE FOR ALL CAMPUSES	3,074.12
1002761	SHARP ELECTRONICS CORPORATION	3/20/2023	12/09/22-03/09/23 - COPIER LEASE	1,129.11
1002762	KARINNE CAISSE	3/24/2023	REIM091221KC	98.43
1002763	NICOLE HINTON	3/24/2023	REIM092921NH	98.04
1002764	ANGELA GONZALEZ	3/24/2023	REIM121922AG	47.94
1002765	ALICIA HITHE	3/24/2023	REIM101922AH.2	2.85
1002766	YOUNG, MINNEY & CORR, LLP	3/27/2023	01/23 - LEGAL SERVICES	4,488.50
1002767	TAN HUYNH	3/27/2023	HOME DEPOT - CORDLESS DRILL DRIVER, DRILL KIT, PLYWOOD PROJECT PANELS , AMAZON - TAPESTRY NEEDLES, ETC	590.68
1002768	AMANDA LINCOLN	3/27/2023	MILEAGE	155.24
1002769	SARA KAZMIERSKI	3/27/2023	ORIENTAL TRADING - PRICE BOX ITEMS FOR EXEMPLAR PULL, WALMART - SWEET TREATS	83.49
1002770	NOEL BRAY-HOAGLAND	3/27/2023	SAN DIEGO AIR & SPACE MUSEUM - FIELD TRIP CHAPERONE PASSES	96.00
1002771	CINTAS	3/27/2023	MICROFIBER TOWELS, SIG SANTS, SANITIZER, ETC FOR TS CAMPUS	401.74
1002772	FAITH COMMUNITY CHURCH	3/27/2023	03/23 - ROOM RENTAL, WORKSHOP CENTER RENTAL, HONORARIU, FOR SOUND & AV STAFF	24,270.00
1002773	SPECIALIZED THERAPY SERVICES, INC	3/27/2023	02/23 - APE & NURSING SERVICES	1,068.75
1002774	SAN DIEGO CENTER FOR CHILDREN	3/27/2023	02/23 - BASIC EDUCATION PROGRAM	4,416.30
1002775	MASTERY EDUCATION	3/27/2023	STUDENT MATH AND ELA CURRICULUM FOR SBAC PREP	4,788.24
1002776	ODP BUSINESS SOLUTIONS LLC	3/27/2023	FILE RACK, FOLDERS	76.18
1002777	DBA CITY VIEW CHURCH	3/27/2023	04/23 - RENT FOR MIDDLE SCHOOL CAMPUS	9,550.00
1407M	TONY LAW	3/6/2023	02/23 - CUSTODIAL SERVICES	378.00
1408M	MICHELLA ALMEIDA	3/8/2023	MILEAGE	168.69
1409M	VOID	3/8/2023	VOID	0.00
1410M		3/9/2023	03/23 - PAYROLL	1,262.47
1411M		3/9/2023	02/03/23-03/06/23 - PAYROLL	2,600.00
1412M	MICHELLA ALMEIDA	3/9/2023	MILEAGE	76.95
2303020-1019M	CHARTER TECH SERVICES	3/2/2023	03/23 - MONTHLY TECH SERVICE	2,500.00
2303070-1019M	ASSURITY LIFE INSURANCE COMPANY	3/7/2023	02/23 - HEALTH PREMIUM	1,979.58
2303130-1019M	CHARTERSAFE	3/13/2023	03/23 - PREMIUM PACKAGE, WORKERS' COMPENSATION	8,635.00
2303150-1019M	CHOICE BUILDER ADMINISTRATORS	3/15/2023	04/23 - HEALTH PREMIUM	2,894.13
2303160-1019M	CHARTER TECH SERVICES	3/16/2023	02/23 - VISIO PLAN 2	2.20
2303210-1019M	CALIFORNIA CHOICE BENEFIT ADMINISTRATORS	3/21/2023	04/23 - HEALTH PREMIUM	30,014.03
2303211-1019M	ASSURITY LIFE INSURANCE COMPANY	3/21/2023	03/23 - HEALTH PREMIUM	1,996.43
2303212-1019M	NEW MANAGEMENT, INC	3/21/2023	LOCK BLOKS	220.62
2303221-1019M	MUTUAL OF OMAHA INSURANCE COMPANY	3/22/2023	04/23 - HEALTH PREMIUM	1,004.61
2303280-1019M	BUSINESS CARD	3/28/2023	02/07/23-03/06/23 - CREDIT CARD PURCHASES	17,115.52
A011584	ODP BUSINESS SOLUTIONS LLC	3/2/2023	COPY PAPER, POSTAGE	1,026.97
E010664	CINTAS	3/2/2023	SIG SANT, MICROFIBER TOWELS, AUTOSOAP, ETC FOR SM CAMPUS	200.87
P038879	AZTEC LEASING, INC	3/2/2023	02/27/23-03/26/23 - COPIER LEASE	765.94
P038880	AZTEC LEASING, INC	3/2/2023	02/10/23-03/9/23 - COPIER LEASE	261.84
P038881	RUN THE RACE LLC	3/2/2023	02/13/23-02/24/23 - MAINTENANCE & CUSTODIAL SERVICES FOR SM , SUPPLIES FOR DOOR STOP AND PAD LOCK	526.83
P038882	DENISE FINNEY	3/2/2023	02/21/23 - EDUCATIONAL CONSULTATION	500.00
P038883	PICTURE WHAT'S NEXT, LLC	3/2/2023	02/23 - SPECIAL EDUCATION CONSULTANT	1,350.00
Total				198,417.51

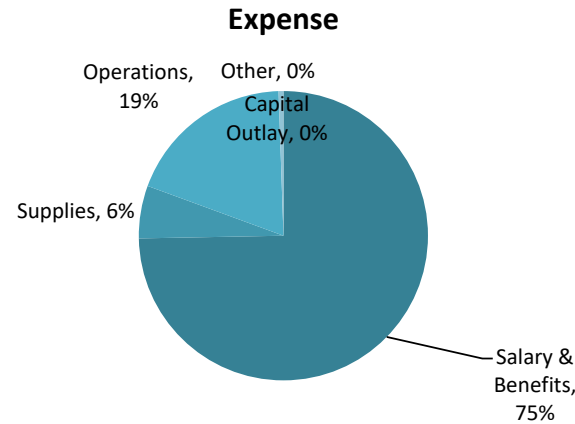
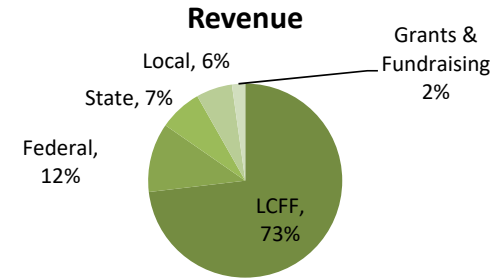
ELEVATE SCHOOL

Multi-Year Budget Summary

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	2022-23	2023-24 Forecast	2024-25
Total Enrollment	459	498	498
ADA	437.82	479.12	479.13
INCOME			
8011-8098 · Local Control Funding Formula Sources	4,600,873	5,469,246	5,681,004
8100-8299 · Federal Revenue	1,139,872	861,498	863,010
8300-8599 · Other State Revenue	478,983	533,881	502,491
8600-8799 · Other Local Revenue	427,740	449,508	450,162
Grants/Fundraising	162,750	164,915	164,915
8999 · Other Prior Year Adjustment	-	-	-
TOTAL INCOME	6,810,217	7,479,049	7,661,582
EXPENSE			
1000 · Certificated Salaries	2,840,855	3,282,985	3,399,643
2000 · Classified Salaries	822,649	990,058	1,019,760
3000 · Employee Benefits	1,026,398	1,259,922	1,249,739
4000 · Supplies	477,295	436,701	444,292
5000 · Operating Services	1,534,071	1,398,595	1,435,977
6000 · Capital Outlay	45,615	39,523	40,626
7000 · Other Outgo	-	-	-
TOTAL EXPENSE	6,746,884	7,407,783	7,590,037
NET INCOME	63,334	71,266	71,545
Ending Cash Balance	3,072,362	3,124,118	3,172,531

2023-24 Revenue and Expense By Category



ASSUMPTIONS

- ~ COLA in 23-24 is 8.13%; 24-25 is 3.54%
- ~ \$485K of Impact Aid in 23-24 and 24-25
- ~ \$80K in 23-24; \$77K in 24-25 of ESSER III Funds
- ~ \$67K in 23-24; \$60 in 24-25 of Arts & Music Block Grant
- ~ 215K in 23-24; \$184K in 24-25 of Learning Recovery Block Grant

Coversheet

Approve Strategic Planning Agreement with Third Plateau

Section: II. Agenda Items
Item: D. Approve Strategic Planning Agreement with Third Plateau
Purpose: Vote
Submitted by:
Related Material: Third_Plateau_-_Elevate_Contract.pdf



Third Plateau

May 4, 2023

Ryan Elliot
Executive Director
Elevate School
2285 Murray Ridge Road
San Diego, CA 92123

Dear Ryan:

The following will serve as a letter of agreement between Third Plateau Social Impact Strategies, LLC (“Third Plateau”), whose principal business address is 127 University Avenue, Berkeley, CA 94710, and Elevate School (“Client”), whose principal business address is 2285 Murray Ridge Road, San Diego, CA 92123, for consulting services provided by Third Plateau.

Term of Agreement

The term of this Agreement shall commence on June 1, 2023 and expire at the close of business on November 30, 2023 (“the Term”).

Services Provided

Third Plateau will provide the scope of work detailed as Option B in Appendix 1.

Reporting

Third Plateau will report directly to Ryan Elliot in the course of providing the above services.

Compensation

Consulting Fees

Client agrees to pay Third Plateau a consulting fee of \$30,00 payable as follows:

- \$15,000 upon execution of this Agreement;
- \$15,000 on September 1, 2023

Expenses

Client recognizes that it may be necessary to incur additional expenses to complete the services outlined in this Agreement, such as travel, printing, copying, and postage. Third Plateau agrees not to incur total expenses in excess of \$3,000 without prior approval from Client.

Payment Due Dates

The consulting and expense fees are due and payable within thirty (30) business days of receipt of invoice by Client. Payment for all fees must be received within seven (7) days of the due date or Client will be assessed a late fee of five percent (5%) per month of all outstanding amounts.

Initials/Date: _____ / _____ / _____



Third Plateau

Payment Submission

Client shall make all invoice payments under this contract to “Third Plateau Social Impact Strategies” and submit payment to:

Third Plateau
c/o Madhavi Rathod
127 University Ave
Berkeley, CA 94710

Invoicing Contact

All invoices shall be sent to Client by email to Ryan Elliot at relliott@elevateschool.com.

Third Plateau’s Representation

Third Plateau agrees to perform faithfully, industriously and to the best of its ability, experience, and talents. Third Plateau further agrees that it does not require training, supervision or instruction.

Client’s Obligations

Client will provide Third Plateau with all necessary background documentation to allow Third Plateau to complete its work. Additionally, Client shall lend its cooperation and support to work with Third Plateau for the purpose of making the services outlined in this Agreement successful.

Confidentiality

Third Plateau agrees not to disclose any sensitive information, including without limitation proprietary and/or confidential information, about Client that it may have access to and/or become acquainted with in the course of this Agreement or otherwise.

Client agrees not to disclose any sensitive information, including without limitation proprietary and/or confidential information, about Third Plateau that it may have access to and/or become acquainted with in the course of this Agreement or otherwise.

Indemnification

Third Plateau agrees to indemnify and hold harmless Client and its employees, representatives, and agents from any and all liability, loss, damage, cost, or expense, including reasonable counsel fees and expenses, paid or incurred by reason of Third Plateau’s breach of any of the obligations, covenants, representations or terms contained in this Agreement or by reason of Third Plateau’s intentional or grossly negligent conduct relating to performance of this Agreement.

Client agrees to indemnify and hold harmless Third Plateau and its employees, representatives, and agents from any and all liability, loss, damage, cost, or expense, including reasonable counsel fees and expenses, paid or incurred by reason of Client’s breach of any of the obligations,

Initials/Date: _____ / _____ / _____



Third Plateau

covenants, representations or terms contained in this Agreement or by reason of Client's intentional or grossly negligent conduct relating to performance of this Agreement.

Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express and written consent of the other party.

Governing Law

It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California.

Arbitration

Both Client and Third Plateau mutually agree that any controversy, claim or dispute arising from or relating to this Agreement (whether in contract, statute, tort, or otherwise), or the breach of this contract, shall be subject to binding arbitration in San Francisco, California in accordance with the rules of the American Arbitration Association and under the laws of the State of California. EACH PARTY AGREES TO ARBITRATE, AND THEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT. Either party to this Agreement may notify and serve the other party for purposes of such arbitration by sending or delivering a copy of the notification to such other party. The prevailing party in any action brought under this Agreement shall be entitled to recovery of all costs, including reasonable attorneys' fees, costs, including but not limited to costs of arbitration and expert fees, and expenses incurred by such party in connection with such proceeding.

Termination

This Agreement may be terminated by either party only for cause, defined as the other party's material breach of its obligations under this Agreement (if such breach remains uncured after seven (7) days written notice), bankruptcy, gross negligence or malfeasance on behalf of the other party.

In the event this Agreement is terminated, Client shall immediately pay Third Plateau all retainer and expense fees due and owing as of the date of termination.

Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Effect of Partial Invalidity

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be



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invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expunging of the invalid provision.

Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

Entire Agreement

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

Please signify your agreement by signing below.

Sincerely,

Jonathan Kaufman, Principal and Co-Founder
Third Plateau Social Impact Strategies, LLC

Accepted,

Ryan Elliot, Executive Director
Elevate School

Initials/Date: _____ / _____ / _____



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APPENDIX 1: SCOPE OF WORK

OVERVIEW

Thank you for inviting Third Plateau to submit this proposal outlining ways we believe we can be of service as Elevate School looks to develop its first-ever strategic plan.

As we discussed, this proposal is actually three proposals in one, offering three different approaches at three pre-identified price points: \$15k, \$30k, and \$50k.

In our experience, the best projects are iterative in nature. We believe this holds true to the scoping process as well: the best scopes of work are the result of iterative thinking. Therefore, please read this proposal as the next step in our conversations and let us know what you like, what you don't, and what you think might be missing. From there, we can adjust this scope of work to mix and match between the three options to ensure you, the team and students at Elevate School, and this project are set up for success.

OUR APPROACH

Any good strategic planning process must answer four sequential questions:

1. What is our current reality?
2. What is our ideal reality?
3. How will we bridge the gap between the two?
4. What will we measure along the way to know if we're making progress in the right direction?

The way we go about answering those questions, however, must be highly customized to the organization's leadership, culture, and context. As such, the Third Plateau team takes a relational approach to our work, enabling us to get to know you well early on, deepen those relationships along the way, and continually adjust and calibrate our process to best align with what will yield the most productive and meaningful engagement.

The following details three proposed scopes of work for achieving that goal.

OPTION A: \$15,000

Scope of Work

This option prioritizes a lean approach, keeping the time investment and budget as low as possible while still helping the organization get aligned on priorities moving forward. The focus is on getting the Elevate School team to consensus on the big picture items and then training the staff (and/or board) to iron out the details. To do this, Third Plateau will:

- **Review Documents and Data:** Third Plateau will review relevant past and current strategic documents and data available regarding inputs, outputs, and/or outcomes to date. This review process is designed to help bring Third Plateau "up to speed" on where Elevate School is today.
- **Engage Key Stakeholders:** Third Plateau will interview up to 4 representatives from relevant internal and external stakeholder groups both to get a 360° understanding of Elevate School's strengths, weaknesses, opportunities, and threats, and to begin to build participation and buy-in into the strategic planning process. These interviews will be



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conducted by zoom or phone and last 45-60 minutes each, and will enable Third Plateau to objectively summarize Elevate School's current reality (the first of the four key questions to be answered).

- **Facilitate Planning Retreat:** Equipped with the insights from the document review and interviews, Third Plateau will lead a one-day, in-person retreat with up to 12 members of the Elevate School team (broadly defined). This retreat is geared towards level-setting on the current reality, building clarity and consensus around the ideal reality, and beginning to outline how Elevate School will bridge the gap between its current and ideal realities (the second and third of the key questions to be answered). During the retreat, the group will refine Elevate School's purpose and articulate a clear strategic direction for the organization. Third Plateau will also lead the group to begin to brainstorm related goals and strategies for the next 3-5 years. The retreat will be highly collaborative and engaging, ensuring that the participants are the driving voice of the engagement and that the needs of Elevate School and the broader community are being addressed effectively and holistically.
- **Draft Strategic Plan Outline:** Based on the conversations and ideas generated at the retreat, Third Plateau will take the lead on authoring a draft strategic plan.
- **Facilitate Working Sessions:** Third Plateau will design and facilitate 3 virtual working sessions (all held via zoom), each 1-2 weeks apart, to flesh out the ideas in the draft, vet concepts with the team, solidify goals and strategies, and provide training to the Elevate School team on how to engage their full staff and community to iron out tactical details, budgets, and buy-in. One of these three sessions will focus on metrics (the fourth and final of the key questions to be answered).
- **Provide Follow-On Support:** Third Plateau will hold space for an additional hour to be used at the discretion of the Elevate School team. Most clients use this to come back to Third Plateau after they've worked on the tactical details to get feedback, troubleshoot issues, and get thought partnership about how to turn to implementation.

Deliverable

The deliverable from this option would be a strategic plan outline that articulates Elevate School's vision and purpose, 3- or 5-year goals, core strategies to bring those goals to fruition, and frameworks for how to iron out the tactical details (including budget and implementation plan).

Timeline

The above scope of work would be completed in roughly 3 months.

Team

Third Plateau would staff this project with one Director or Senior Director, and one Associate or Senior Associate. You can view the full Third Plateau team and their bios at <https://thirdplateau.com/about>. The exact staff members assigned to this project would depend on project start date.



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OPTIONS B & C: \$30,000 - \$50,000

Scope of Work

Once we get above \$30k, Third Plateau can offer a more complete and robust strategic planning option (not to take anything away from Option A, which we've seen be a great investment for organizations that want a leaner process and can handle the details themselves). Despite the \$20,000 difference in price points here, the process for strategic planning at this level follows the same general flow, varying in levels of intensity, quantity, and structure. See the budget grid in the *Budget* section below for more detail on the differences between the two offerings at this level.

Pre-Planning

In preparation for the process outlined below, Third Plateau will work with Elevate School to identify and invite individuals to two key bodies:

- **Core Team:** This small group will work with Third Plateau on project management, logistics, and general thought partnership for how to evolve the approach over the course of the engagement. We typically recommend 1-3 people in this group, including the Elevate School senior staff member who can be the internal face of this planning process.
- **Strategic Planning Steering Committee:** This larger group will be the primary brain trust for the project, ensuring the planning process and final plan meet Elevate School's stated needs. We typically recommend 5-8 key stakeholders, and members could include Elevate School's staff, board, parents, funders, and/or key community partners. The Core Team members should also be members of the Steering Committee to ensure consistency across the project management efforts.

Once the Core Team and Steering Committee are in place, Third Plateau proposes a multi-phased approach.

Phase 1: Learning

To begin, Third Plateau will help Elevate School assess its current reality, internally and externally. To do this, Third Plateau will:

- **Facilitate Kickoff Meeting:** Third Plateau will facilitate a 1-hour virtual kick-off meeting with the Core Team to lay the foundations for a successful engagement, including project team roles and expectations, working norms, and timelines.
- **Review Documents and Data:** Third Plateau will review relevant past and current strategic documents and data available regarding inputs, outputs, and/or outcomes to date. This review process is designed to help bring Third Plateau "up to speed" on where Elevate School is today.
- **Engage Key Stakeholders:** Third Plateau will engage representatives from relevant internal and external stakeholder groups both to get a 360° understanding of Elevate School's strengths, weaknesses, opportunities, and threats, and to begin to build participation and buy-in into the strategic planning process. Though the exact stakeholder representatives and engagement methods will be identified in partnership with the Core Team and the exact quantities of each will be dictated by the project's budget (see *Budget* section, below), likely engagement methods include:



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- **1:1 interviews:** This more personal format helps to explore key nuance, current or potential conflicts, organizational politics, leadership dynamics, and specific expertise or lived experience.
- **Focus groups:** This format functions as a group interview and is effective when there are multiple people who have similar perspectives and/or want to more deeply explore a specific topic.

This engagement will generate new ideas relevant to the key questions, help uncover blind spots, and build buy-in to the strategic planning process.

- **Write Research Memo:** Third Plateau will compile the findings from the document and data review and stakeholder engagement into a targeted memo summarizing the key insights and actionable takeaways from the Learning Phase.

Deliverables for the Learning Phase include:

- A research memo that summarizes key findings from the Learning Phase, likely taking the form of a SWOT (**s**trengths, **w**eaknesses, **o**pportunities, and **t**hreats) analysis.

Phase 2: Ideation

Guided by the findings in Phase 1, Third Plateau will work with Elevate School to define its ideal reality by identifying, analyzing, and prioritizing the strategic options available to the organization and leaders. To do this, Third Plateau will:

- **Facilitate Planning Retreat:** Third Plateau will lead an in-person retreat with the Steering Committee to share the key findings from the Learning Phase and begin to identify the intersection between the community's needs and Elevate School's strengths and opportunities. During the retreat, the Steering Committee will refine Elevate School's purpose and articulate a clear strategic direction for the organization. Third Plateau will also lead the group to begin to brainstorm related goals and strategies for the next 3-5 years. The retreat will be highly collaborative and engaging, ensuring that the participants are the driving voice of the engagement and that the needs of Elevate School and the broader community are being addressed effectively and holistically.
- **Draft Strategic Plan Outline:** Based on our research insights and ideas generated at the retreat, Third Plateau will draft a preliminary strategy outline to share with the Steering Committee.
- **Conduct Follow-On Research:** Third Plateau will conduct additional research and analysis. The structure of this research will depend on the needs of the project at the time, but might include additional stakeholder engagement (interviews or focus groups), field analysis, and/or best practices research.
- **Host Strategy Brainstorms:** Third Plateau will create the opportunity for members of the Elevate School ecosystem to participate in strategy brainstorms, which will last 90 minutes and take place over zoom. We will identify ideal participants with the Core Team, design the sessions to tackle one or more of the strategic goals, and enable the group to really start to shape the strategic direction of the school.

Deliverables for the Ideation Phase include:

- Preliminary strategic plan outline, including an articulation of Elevate School's refined purpose, strategic direction, 3- or 5-year goals, and strategies; and



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- Research brief (or multiple briefs) that summarizes follow-on research findings, as needed.

Phase 3: Iterative Drafting and Implementation Planning

With a host of ideas emerging from the retreat, follow-on research, and strategy brainstorming, Third Plateau will facilitate the effort to organize and plan for Elevate School to execute on its strategic plan—to bridge the gap between its current and ideal realities and to know what to measure along the way. To do this, Third Plateau will:

- **Facilitate Vetting Workshop:** Third Plateau will virtually convene the Core Team to vet and prioritize the potential strategies by assessing their potential impact and feasibility. This will ensure they are in line with the realities of Elevate School’s landscape, as well as field best practices and other research findings.
- **Draft Strategic Plan:** Third Plateau will revise and strengthen the strategic plan outline based on the Vetting Workshop and create the first draft of Elevate School’s strategic plan.
- **Facilitate Feedback Session:** Third Plateau will reconvene the Steering Committee for a virtual 60-minute meeting to solicit feedback on the revised strategic plan and identify unanswered questions.
- **Facilitate Implementation Workshop 1: Measuring Success:** Third Plateau will hold a virtual workshop to support the Core Team (and other key stakeholders, if desired) to develop metrics and targets to measure and assess Elevate School’s outcomes and impact over time. Third Plateau will circulate suggestions for these in advance and use the workshop as a space to iterate and make decisions on the optimal approach.
- **Facilitate Implementation Workshop 2: Resourcing:** Third Plateau will hold a virtual workshop to support the Core Team (and other key stakeholders, if desired) to assess resource requirements, including staffing and financial implications, and build milestones and a timeline for implementation.
- **Draft Implementation Plan:** Third Plateau will build from the Implementation Planning Workshops to draft an actionable breakdown of the operations required to implement the strategic plan.
- **Facilitate Closing Session:** Third Plateau will reconvene the Steering Committee for a final, 90-minute session to close out the strategic planning process, presenting final decisions and the implementation plan as well as aligning on next steps to move the plan forward, collecting any final input and feedback from Committee members.
- **Finalize Strategic Plan:** Third Plateau will incorporate feedback, revise the implementation plan, and finalize the strategic plan.

Deliverables for the Iterative Drafting and Implementation Planning Phase include:

- A final strategic plan that includes Elevate School’s refined purpose, strategic direction, 3- or 5-year goals, and strategies, as well as an implementation plan that includes metrics, an implementation timeline, and staffing and financial implications.

As should be clear in the description above, we view ourselves both as the facilitator and as your partner in the strategic planning process and expect the end product to be the result of engaged



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discussions among Elevate School's staff and key stakeholders. The planning is iterative and intended to identify and resolve key concerns early in the process while simultaneously creating an environment for productive collaboration from the outset. We believe that this process results in clarity of direction and purpose and lays the foundation for effective collaboration among the entire organization moving forward.

Client and Stakeholder Engagement

A successful strategic planning process will require clear, consistent, and open communication with key stakeholder groups:

1. **Core Team:** Third Plateau has found that weekly or bi-weekly check-ins (via Zoom or conference call) with staff representatives from the organization leads to the best project results. These representatives should be members of the Steering Committee and serve as key contacts throughout the duration of this project.
2. **Strategic Plan Steering Committee:** The Steering Committee will convene for the Planning Retreat, Feedback Session, and Closing Session. They also have the option to attend either or both of the Implementation Planning workshops. Additionally, Third Plateau will share periodic email updates with the Committee throughout the process.
3. **Board of Directors:** Keeping the Elevate School Board in the loop throughout the process is critical for the plan to be adopted and successfully implemented. Third Plateau will work with Elevate School leadership to identify the timing and environment(s) that will work best to engage your board. (Note that at least some board members should be represented on the Steering Committee.)
4. **Internal and External Stakeholders:** Third Plateau recognizes the strongest planning processes are rooted in transparency and inclusion. As such, there will be opportunities for stakeholders to engage during the process. Throughout the engagement, Third Plateau will work with Elevate School's leadership to identify opportunities to communicate with staff, key advisors, and the broader network and to ensure stakeholder voices are heard.

We are also happy to think through how best to engage other groups identified by Elevate School.

Strategic Planning Principles

Great strategic planning is not one-size fits all; each organization has nuances and therefore requires a unique and fully customized approach. That being said, we have found a few elements inherent to any successful planning or refresh process:

1. **It's your plan, not ours:** Our job is to facilitate and ensure the process is moving forward in a healthy, productive way. We seek to cultivate an inclusive and dynamic space in which everyone has access to the right information and in the right environments so that strong ideas emerge and you are best supported to realize the vision for Elevate School. We are not here to tell you your strategy; we're here to enable you to shape your own future.
2. **Our goal is action:** As an impact-focused firm, we cringe at the idea of creating a printed plan that sits on a shelf and gathers dust. Instead, we drive to help you create a living, breathing, actionable document that can grow and evolve as Elevate School continues to evolve, supporting the organization to best realize its refined purpose.



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3. **The process is just as important as the product:** Even the greatest strategy in the world won't mean much without the buy-in of the people who are going to implement it. Therefore, we work to bring diverse stakeholders into the fold from the beginning, empower them to have a voice in the process, and ensure they stay informed as decisions are made and the plan takes shape.

Timeline & Budget

Just as there is no one-size-fits-all approach to strategic planning, there is no one-size-fits-all timeline or budget. Rather, there is a great deal of flexibility in how the above Scope of Work is structured so as to fit your needs. Below is a matrix outlining how we could scale up or down the scope of work to hit two different price points. Please understand that this is entirely customizable; we can mix and match between the options to create the exact right process, experience, and budget for you.

		OPTION B	OPTION C
Pre-Plannin	Core Team	No difference	No difference
	Strategic Planning Steering Committee	Up to 5 staff members	Up to 8 members (staff and board)
Phase 1: Learning	Facilitate Kickoff Meeting	No difference	No difference
	Review Documents and Data	No difference	No difference
	Develop a Learning Plan	1 key research question/topic	2 key research questions/topics + 1 case study
	Engage Key Stakeholders	6 interviews OR 2 focus groups + 1 interview	10 interviews OR 2 focus groups + 6 interviews
	Write Research Memo	No difference	No difference
Phase 2: Ideation	Facilitate Planning Retreat	No difference	No difference
	Draft Strategic Plan Outline	No difference	No difference
	Conduct Follow-on Research	8 hours of follow-on research	10 hours of follow-on research
	Host Strategy Brainstorms	2 strategy brainstorms	3 strategy brainstorms
Phase 3: Iterative	Facilitate Vetting Workshop	No difference	No difference
	Draft Strategic Plan	No difference	No difference



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	Facilitate Feedback Session	No difference	No difference
	Facilitate Implementation Workshop 1: Measuring Impact	Combined into a single 2-hour virtual session	90-minute virtual session
	Facilitate Implementation Workshop 2: Resourcing		90-minute virtual session
	Draft Implementation Plan	No difference	No difference
	Facilitate Closing Session	No difference	No difference
	Finalize Strategic Plan	No difference	No difference
	PROJECT COST	\$30,000	\$50,000
	TIMELINE	5-6 months	6-7 months

Project Team

For Option B (\$30,000), the project will be led by a Director or Senior Director, and supported by an Associate or Senior Associate.

For Option C (\$50,000), the project will be led by a Director or Senior Director, supported by an Associate or Senior Associate, and receive strategic guidance (and retreat and drafting participation) from a Vice President or Co-Founder.

You can view the full Third Plateau team and their bios at <https://thirdplateau.com/about>. The exact staff members assigned to this project would depend on project start date.

CONTACT US

Please do not hesitate to contact us if you would like more information or have any questions about this proposal or Third Plateau in general.

Jonathan Kaufman, Co-Founder & Principal
 (916) 995-2416
 Jonathan@thirdplateau.com
 1107 9th Street, Suite 500, Sacramento, CA 95814

You can also visit our website at www.thirdplateau.com.

Coversheet

Approve Material Revision

Section: II. Agenda Items
Item: E. Approve Material Revision
Purpose: Vote
Submitted by:
Related Material: 2023.5.8 Elevate Charter Revision Form.pdf
2019.6.18 Elevate Bylaws with Redline.pdf
Element 4 Governance Red-line.pdf



Office of Charter Schools
 EUGENE BRUCKER EDUCATION CENTER
 4100 Normal Street, Annex 15
 San Diego, CA 92103-2682
 Phone: (619) 725-7107
 Fax: (619) 725-7108

CHARTER REVISION FORM

Charter School Name	Elevate School
Representative's Name	(Please print) Ryan Elliott
Representative's Title	Executive Director
Effective Date of Revision	July 1, 2023
Charter Board Action Date	May 8, 2023
Is documentation of the charter board's approval attached?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Documentation may include the agenda, minutes, or MOU.)
Which of the following categories describes the charter revision?	<input type="checkbox"/> Changes in facility, including the addition, establishment, replacement, and/or closure of an administrative space, resource center, meeting space, or other satellite facility <input checked="" type="checkbox"/> Changes in legal status, governance, or bylaws <input type="checkbox"/> Changes in grade levels <input type="checkbox"/> Changes in admissions or enrollment preferences or procedures <input type="checkbox"/> Changes in special education status or procedures <input type="checkbox"/> Changes to instruction that would result in more of the program being designated as non-classroom based <input type="checkbox"/> Other (for example, name of school)
Please provide a detailed description of the charter revision below: The aim of the proposed charter revision is to establish a uniform selection process for all individuals who serve on the Elevate Board. High-functioning boards ensure that its members possess experience and expertise in a range of critical areas, such as education, military, community outreach, and business/finance, to name just a few that are of particular relevance to our school. Because the role and function (and liability to school) are the same, individuals - including those who are current Elevate parents - should be appointed using the same process. While this proposed change revises the process by which parents are elected/appointed to serve on the board, it is expected that future boards will continue to include parents who possess background in areas of critical importance, ensuring that the needs of students and the school are best served. To that end, we have added additional skills we are looking for in future Board Members, and eliminated one due to its' repetitive nature (success in the business/finance sector, both skills had already been named) and the fundraising skills, because we now have a Foundation, and that is their primary function. Parent voice and partnership has always been central to the success of Elevate students and our school, and this will continue through parent engagement and participation in Parent Advisory Meetings, English Learner Advisory Committee (ELAC), attendance/participation in regular board meeting public comment, Military Monday events, Coffee with the Directors, and on the Board of Directors.	

By signing this document, I certify that I am authorized to submit this information on behalf of the above-named charter school and that the information is a true and accurate description of the revision to the school's charter.

 Signature Date

For District Use Only

_____ Date of BOE Approval

BYLAWS
OF
ELEVATE SCHOOL
(A California Nonprofit Public Benefit Corporation)

ARTICLE I
NAME

Section 1. NAME. The name of this corporation is Elevate School.

ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 2285 Murray Ridge Road, City of San Diego, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may establish subordinate offices at any place where this corporation is qualified to conduct its activities.

ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to establish, operate, and maintain a public charter school, and to carry on all other educational and charitable activities associated with this purpose, as allowed by law. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV
CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes

the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This corporation’s assets are irrevocably dedicated to public benefit purposes as set forth in the Charter School’s Charter. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation’s Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

ARTICLE VII BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (“Board”).

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California.
- c. Borrow money and incur indebtedness on the corporation’s behalf and cause to be

executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

Section 3. DESIGNATED DIRECTORS AND TERMS. The Board of Directors will consist of no less than five (5) voting members, but up to eleven (11). **The Board recognizes the value of parent voice and shall endeavor to appoint parent Directors who are representative of our student demographics and have skills vital to the success of the Board** ~~The Board shall have two (2) parent representatives elected amongst the parent body (one vote per family); and two (2) community representatives appointed by the Board existing at the time of the vacancy.~~ As the authorizing entity, San Diego Unified School District is entitled to a single representative on the Board of Directors pursuant to Education Code Section 47604(b). If the District chooses to appoint a representative, the Board shall appoint ~~another community member~~ **an additional Director** to ensure that the Board is maintained with an odd number of Directors. All directors shall have full voting rights, including any representative appointed by the charter authorizer as consistent with Education Code Section 47604(b).

Additionally, Board members will be individuals who are 21 or older and possess one or more of the following:

- Background in elementary and/or middle school education, curriculum, or assessment
- Experience with the inner workings of nonprofit corporations
- Experience with nonprofit finance, preferable with educational finances
- Proven track record of successful business dealings
- ~~Experience with nonprofit fundraising~~
- Experience in community outreach and/or public relations
- Legal experience
- ~~Success in business/finance sector~~
- Experience in the Military**
- Experience in Real Estate, Facilities, or Construction**
- Prior Board Experience**
- Experience in Governance, Leadership, or Strategic Planning**
- Experience in Human Resources**
- Experience in Communications/Marketing**
- Representation of our Student Demographics**

The initial Board shall consist of seven (7) individuals serving staggered terms of service. In order to create staggered terms, no more than one-third of the existing members may be replaced annually. To accomplish this, the Chairman and Vice-Chairman of the Board, as well as one other Director, will serve a 5-year term. The Chief Financial Officer and Secretary will serve a 4-year term. Two other directors will serve a 3-year term.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the corporation, or its lessor, for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-

law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. **DIRECTORS' TERM.** The term of office for members of the Board of Directors shall be three (3) years. Each board member will be allowed a maximum total of two terms of service to the Board.

For the initial Board members, in order to create staggered terms of office, no more than one-third of the existing members may be replaced annually. Thus, one-third of the initial members of the Board of Directors will serve a three-year term, one-third will serve a four-year term, and one-third will serve a five-year term.

Section 6. **NOMINATIONS BY COMMITTEE.** The Chairman of the Board of Directors may appoint a committee to designate qualified candidates for election to the Board of Directors at least thirty (30) days before the date of any election of directors. The nominating committee shall make its report at least seven (7) days before the date of the election or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

Section 7. **USE OF CORPORATE FUNDS TO SUPPORT NOMINEE.** If more people have been nominated for director than can be elected, no corporation funds may be expended to support a nominee without the Board's authorization.

Section 8. **EVENTS CAUSING VACANCIES ON BOARD.** A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) any Board member missing three (3) consecutive Board meetings.

Section 9. **RESIGNATION OF DIRECTORS.** Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. **DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS.** Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 11. **REMOVAL OF DIRECTORS.** Any director may be removed, with or without cause, by the vote of the majority of the entire Board at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal issue is given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by majority approval of the Board. ~~In the event of a vacancy in a parent board member position by death, resignation, or otherwise, the Chairman of the Board, will appoint another parent to fill the vacancy for the remainder of the term. The appointment must be ratified by majority approval of the Board at the next board meeting.~~

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board of Directors may also designate that a meeting be held at any place within the granting agency's boundaries designated in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Brown Act.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Brown Act. The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board of Directors in accordance with the Brown Act.

Section 16. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least seventy-two (72) hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours' notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours notice of the special meeting, in the manner:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the

person giving the notice by electronic means (including email) to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless (cell) phone, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy.

Section 20. TELECONFERENCE MEETINGS. Members of the Board may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the school district in which the Charter School operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a

¹ This means that members of the Board who choose to use their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

quorum is present, may adjourn any Board of Directors meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted.

Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board shall be by majority vote of the authorized number of directors. The Board may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Fill vacancies on the Board of Directors or any committee of the Board;
- b. Amend or repeal bylaws or adopt new bylaws;
- c. Amend or repeal any resolution of the Board that by its express terms is not so amendable or subject to repeal;
- d. Create any other committees of the Board or appoint the members of committees of the Board;
- e. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or

The Board may also create one or more advisory committees composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

Section 24. **MEETINGS AND ACTION OF COMMITTEES.** Meetings and actions of committees of the Board shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 25. **NON-LIABILITY OF DIRECTORS.** No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 26. **COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS.** The Charter School and the Board shall comply with all applicable provisions of the Family Education Rights Privacy Act (“FERPA”) as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. **OFFICES HELD.** The officers of this corporation shall be a Chairman of the Board, Vice-Chair, a Secretary and a Chief Financial Officer. The officers, in addition to the corporate duties set forth in this Article VIII, may also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. **DUPLICATION OF OFFICE HOLDERS.** Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as the Chairman of the Board.

Section 3. **ELECTION OF OFFICERS.** The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract, if applicable.

Section 4. **REMOVAL OF OFFICERS.** Without prejudice to the rights of any officer under an employment contract, the Board may remove any officer with or without cause.

Section 5. **RESIGNATION OF OFFICERS.** Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 6. **VACANCIES IN OFFICE.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 7. **CHAIRMAN OF THE BOARD.** The Chairman of the Board shall preside at the Board meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. In the absence of the Chairman, the Vice-Chairman shall preside at Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time.

Section 8. **PRINCIPAL.** The Principal, also known as the Chief Executive Officer, shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The Principal shall have such other powers and duties as the Board of Directors or the bylaws may require. The Principal shall not serve as an officer or as a Board member (director).

Section 9. **SECRETARY.** The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the directors present at Board and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date. The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 10. **CHIEF FINANCIAL OFFICER.** The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times. The Chief Financial Officer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board may designate; (b) disburse the corporation's funds as the Board may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the corporation; and (d) have such other powers and other duties as the Board, contract, job specification, or the bylaws may require.

ARTICLE IX CONTRACTS WITH DIRECTORS

Section 1. **CONTRACTS WITH DIRECTORS.** The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest

(nor shall the Corporation enter into any contract or transaction with any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors have a material financial interest).

ARTICLE X
CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Elevate School Conflict of Interest Code have been fulfilled.

ARTICLE XI
LOANS TO DIRECTORS AND OFFICERS

Section 1. LOANS TO DIRECTORS AND OFFICERS. This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement

for such expenses of the corporation.

ARTICLE XII INDEMNIFICATION

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding,” as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. “Expenses,” as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board shall authorize indemnification.

ARTICLE XIII INSURANCE

Section 1. INSURANCE. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director’s, officer’s, employee’s, or agent’s status as such.

ARTICLE XIV MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

ARTICLE XV INSPECTION RIGHTS

Section 1. DIRECTORS’ RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the corporation’s books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director’s agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA)

pertaining to access to books, records, and documents.

Section 2. **ACCOUNTING RECORDS AND MINUTES.** On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. **MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

ARTICLE XVI REQUIRED REPORTS

Section 1. **ANNUAL REPORTS.** The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. **ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS.** As part of the annual report to all directors, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

- a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:

- (1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
- (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

ARTICLE XVII BYLAW AMENDMENTS

Section 1. **BYLAW AMENDMENTS.** The Board may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the Charter that created Elevate School or make any provisions of these Bylaws inconsistent with that Charter, the corporation's Articles of Incorporation, or any laws.

ARTICLE XVIII FISCAL YEAR

Section 1. **FISCAL YEAR OF THE CORPORATION.** The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Elevate School, a California nonprofit public benefit corporation; that these bylaws, consisting of 14 pages (including this Certificate of Secretary), are the bylaws of this corporation as adopted by the Board of Directors on June 18, 2019; and that these bylaws have not been amended or modified since that date.

Executed on June 18, 2019 at San Diego, California.

Revised and Approved by The Board of Directors on June 18, 2019.

Secretary

ELEMENT 4 – GOVERNANCE

“The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement” Education Code § 47605(b)(5)(D).

The governance structure of Elevate Elementary is organized to meet the educational needs of all students enrolled. Each level of governance has been designed to support and advance the mission, vision, and stated goals of this charter. Elevate School’s administration and Elevate School’s Board of Directors have the backgrounds, experience and capacity needed to sustain an excellent high-performing school, especially in the areas of: curriculum, instruction, and assessment; finance; business/nonprofit management; human resources; facilities; fundraising; marketing/public relations; board development; governance; and school administration.

A. NON-PROFIT PUBLIC BENEFIT CORPORATION

Elevate School is a directly funded independent charter school operated by a California nonprofit public benefit corporation, Elevate School, pursuant to California law.

The Charter School operates autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as may be negotiated between the District and the Charter School. Pursuant to Education Code Section 47604(d), the District shall not be liable for the debts and obligations of the Charter School, operated by a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School, as long as the District has complied with all oversight responsibilities required by law.

Attached, as Appendices C, D, and E, please find the Elevate School’s Articles of Incorporation, Bylaws, and Conflict of Interest Code, respectively.

B. BOARD OF DIRECTORS

The Charter School is governed by a corporate Board of Directors (“Board”) in accordance with its adopted bylaws, which shall be consistent with the terms of this charter. The Board is the ultimate policy-making entity and oversees the leadership of the Charter School. The Board delegates the day-to-day management decisions for the Charter School, such as hiring teachers and Charter School staff, in strict adherence to school policy, to the Executive Director.

The Board of Directors consists of no less than five (5) and up to eleven (11) directors. The term of office for members of the Board of Directors shall be three years. In order to create staggered terms of office, no more than one-third of the existing members may be replaced annually. Each Board member will be allowed a maximum total of two terms of service to the Board.

1. The Role of the Board of Directors

The primary responsibility of the Board of Directors is to oversee the affairs of Elevate School for the ultimate benefit of the students and community. The Board agrees that day-to-day management of Elevate School is the responsibility of the Charter School leadership and that the role of the Board is to oversee the Charter School's strategic direction, and leadership performance of that function.

Long range strategy and goal development

The Board believes that long-range goal development, goal assessment, and strategic issues should be discussed as a matter of course at regular Board meetings.

Review of academic program, internal operations, and financial status

While the Executive Director oversees the day-to-day operations of the Charter School, he/she must also have a close working relationship with the Board. The Executive Director reports to the Board at each meeting, providing reports regarding the Charter School's academic and financial status. The Board reviews all current and past academic performance at Elevate School, adopts and revises the annual operating budget, and guides specific goals throughout each school year. At each Board meeting, the Board also reviews operational feedback from staff, parents, and students; reviews/approves all recent expenditures, expected revenues, and any upcoming expenditure to assure that all financial operations are in line with the mission of Elevate School, the charter, and in compliance with all federal, state, and local regulations as applicable to charter schools.

Assure an ethical school environment

The Board believes that the long-term success of Elevate School is dependent upon the maintenance of an ethical operational environment that focuses on adherence to both the letter and the spirit of regulatory and legal mandates.

Board and committee agendas and materials are created with strict adherence to the Brown Act and board-adopted policies and procedures. The Board expects that Charter School leadership will conduct operations in the ethical manner that is directed upon to them.

Performance evaluation of Executive Director

The Board believes that the Executive Director's performance should be evaluated annually and as a regular part of any decision with respect to compensation. The Board will review and approve annual and long-term performance goals for the Executive Director and evaluate the Executive Director's performance against such goals. The Board will meet annually with the Executive Director to assess performance of the Charter School, staff reviews, and to receive recommendations concerning such goals and to discuss performance against the prior year's goals.

2. Qualifications of Board of Directors

Elevate School is well-served when the Board of Directors bring to the Charter School a variety of perspectives and skills derived from high quality education, business, community, and professional experience.

Directors should possess the highest personal and professional ethics, integrity and values, and be committed to representing the best interests of the Charter School. They must also have an inquisitive and objective perspective and mature judgment.

Members of the Board of Directors will possess one or more of the following:

- Background in elementary **and/or middle** school education, curriculum, or assessment
- Experience with the inner workings of nonprofit corporations
- Experience with nonprofit finance, preferable with educational finances
- Proven track record of successful business dealings
- ~~Experience with nonprofit fundraising~~
- Experience in community outreach and/or public relations
- Legal experience
- ~~Success in business/finance sector~~
- **Experience in the Military**
- **Experience in Real Estate, Facilities, or Construction**
- **Prior Board Experience**
- **Experience in Governance, Leadership, or Strategic Planning**
- **Experience in Human Resources**
- **Experience in Communications/Marketing**
- **Representation of our Student Demographics**

~~The Board recognizes the value of parent voice and shall endeavor to appoint parent Directors who are representative of our student demographics and have skills vital to the success of the Board. The Board shall have two (2) parent representatives elected amongst the parent body (one vote per family); and two (2) community representatives appointed by the Board existing at the time of the vacancy.~~ As the authorizing entity, San Diego Unified School District is entitled to a single representative on the Board of Directors pursuant to Education Code Section 47604(c). If the District chooses to do so, the Board shall appoint **another community member an additional Director** to ensure that the Board is maintained with an odd number of Directors.

3. Board Professional Development

Elevate School believes that the best governing boards are not appointed, but rather developed. Elevate School annually facilitates a Board Development Retreat to assure that each board member:

- Fully understands the mission and goals of Elevate School;

- Has a thorough understanding of Elevate School’s charter, including its academic program, educational goals, potential educational challenges, and strategies for success;
- Has a thorough understanding of the annual operating budget and the state fund disbursement calendar; and
- Is familiar with the facility and programs that are offered.

Additional opportunities for the professional development of the Board are employed throughout the year. Trainings offered by the California Charter Schools Association, the Charter School Development Center, San Diego County Office of Education, and other entities are attended whenever possible and cover at a minimum the Brown Act and conflicts of interest.

4. Board Legal Requirements and Commitments

In an effort to remain a publicly transparent and ethically responsible entity, Elevate School assures that all applicable legal obligations are followed with strict adherence.

Compliance with Charter School Laws

Elevate School complies with the Brown Act, the Public Records Act, and the Political Reform Act. All meetings are held at the site of Elevate School, and in a room that allows for public attendance and participation. Meeting agendas are posted in accordance with the requirements of the Brown Act.

Conflicts of Interest

Elevate School requires that all board members and staff members adhere to the requirements of the Political Reform Act and Government Code Section 1090, as set forth in Education Code Section 47604.1, effective January 1, 2020. The Conflict of Interest Code has been submitted to the San Diego County Board of Supervisors, the Charter School’s code-reviewing body, for approval as required under the Political Reform Act.

Board of Director Meetings and Minutes

In order to conduct the business of Elevate School and to effectively oversee the operation of Elevate School, the Board of Directors will have no less than six (6) regular meetings per year to be held at the site of Elevate School, within San Diego Unified School District’s jurisdictional boundary. Special meetings may be held in accordance with the Brown Act. To ensure participation by all Board Members, any director who misses three successive board meetings will be removed from the Board in accordance with provisions set forth in Elevate School’s Bylaws.

All Board meetings shall comply with the Ralph M. Brown Act and are governed by Robert’s Rules of Order.

Current Board of Directors Members

The current Board of Directors consists of the following individuals:

Carol Leighty, Ed. D. (Board Chair, Community Member; Term expires 2019)

Dr. Leighty served 40 years in public education, retiring as a school district superintendent. As Superintendent of the Temecula Valley Unified School District, Dr. Leighty worked with various stakeholders to ensure that the needs of military students were met.

Freda Callahan, Ed. D. (Board Vice-Chair, Community Member; Term expires 2019)

Dr. Callahan served 34 years as an educator in SDUSD. Her roles included teacher, principal, and central office administrator. Prior to joining the Elevate Founding Team and Board, Dr. Callahan lent her expertise in education, coaching, and program development to the University of San Diego, Point Loma Nazarene University, and the San Diego County Office of Education. She

Coversheet

Approve Expanded Learning Opportunity Plan (ELO-P), Revised

Section: II. Agenda Items
Item: G. Approve Expanded Learning Opportunity Plan (ELO-P), Revised
Purpose: Vote
Submitted by:
Related Material: 2023.5.8 Elevate Expanded Learning Opportunities Program Plan.pdf

EXPANDED LEARNING OPPORTUNITIES PROGRAM PLAN GUIDE



ELEVATE
S C H O O L

Approval Date: May 26, 2022
Revision Date: May 8, 2023

Expanded Learning Opportunities Program Plan Guide

Name of Local Educational Agency and Expanded Learning Opportunities Program Site(s)

Local Educational Agency (LEA) Name: Elevate School
Contact Name: Ryan Elliott
Contact Email: relliott@elevateschool.com
Contact Phone: 858-751-4774

Instructions: Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. Champions LLC at Elevate School
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Purpose

This template will aid LEAs in the development of a program plan as required by *EC* Section 46120(b)(2). In this program plan, LEAs will describe program activities that support the whole child, and students' Social and Emotional Learning (SEL) and development.

Definitions

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning

Expanded Learning Opportunities Program Plan Guide

experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (*EC* Section 8482.1[a])

“Expanded learning opportunities” has the same meaning as “expanded learning” as defined in *EC* Section 8482.1. “Expanded learning opportunities” does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (*EC* Section 46120[e][1])

Instructions

This Program Plan needs to be approved by the LEA’s Governing Board in a public meeting and posted on the LEA’s website.

The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates in the law, and to provide continuous improvement in the development of an effective ELO-P.

The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with *EC* Section 8482.3(g)(1). LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include any partners in the development and review of the plan. It is recommended that the plan be reviewed annually.

The Expanded Learning Division adopted the *Quality Standards for Expanded Learning in California* (Quality Standards) and introduced requirements for Continuous Quality Improvement (CQI) to help programs engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard below. The LEA may customize and include additional prompts, such as describing SEL activities, or refining the plan. In addition to the narrative response, it may be useful to include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. LEAs are encouraged to download and reference the Quality Standards in order to provide ongoing improvements to the program. The Quality Standards can be found on the California Department of Education’s (CDE) Quality Standards and CQI web page, located at <https://www.cde.ca.gov/ls/ex/qualstandcqi.asp>.

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1—Safe and Supportive Environment

Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the schoolsite or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.

Extended School Day and Summer Program will be offered on-site:

Elevate will partner with Champions to provide an out-of-school time experience that is created with the academic, social and emotional development of children in mind and revolves around six content areas that enhance K-6 student's ability to be successful in school and beyond.

In addition to the SEL activities that are embedded in the curriculum, Champions fosters students' development of social and emotional skills as well as building resiliency with the use of tools from social-emotional learning (SEL) experts at Harmony SEL. We believe in child choice so that students are engaged in what is most interesting to them. The developmental domains enhanced by our research-based activities include:

- Character Development - Literacy/Numeracy
- Creative Expression - Inquiry-based Learning
- Executive Function - Community

Summer: Champions Summer Program - in partnership with school staff - will include focus on growing connections and friendships, building confidence in who they are, experiencing joy, and expressing themselves in creative ways.

2—Active and Engaged Learning

Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.

Extended School Day:

Seasonal, theme-related activities keep learning fresh and fun and allow us to couple after-school learning with life taking place outside the school day. In the main portion of the program, the environment is set up with four interest areas:

- **STEM:** Children explore foundational mathematics, construction, and engineering concepts. These experiences allow them to use critical-thinking and problem-solving skills. This interest area will encourage responsible, creative, and effective use of technology and engineering tools, to enhance children's natural curiosity and self-expression by making predictions, testing ideas and drawing conclusions! Activities are designed to deepen engagement, and the development of children's entrepreneurial, critical, and creative skills.
- **Puzzles and Games:** This interest area helps foster executive function skills, including response inhibition, cognitive flexibility, and working memory.
- **Library:** Champions provides a cozy reading area and award-winning book selection to inspire the love of reading! Homework and project-based learning supports are also included, such as compasses, rulers, calculators, and storybook and graph paper.
- **Creative Arts:** Children express themselves creatively through art, crafts, drama, pretend play and music. Important social-emotional skills are practiced in this interest area.

In addition, Champions and school staff actively partner and collaborate, including school staff who support student academic and social-emotional growth during after-school and non-instructional days (including summer).

Summer: School staff will facilitate a combination of academic, social-emotional and enrichment activities during the first part of summer days. In late morning and afternoons, Champions will then lead students through weekly quests through a letter or video containing important clues and tasks that will lead them to a mystery destination. As teams work together, they will practice sustainable ways to care for our world, try out new ways to care for their mental and physical health, embrace different perspectives, and explore the impact of their influence when they create and share information with others. To close out the week, students discover the secret destination and participate in a showcase to reflect on and celebrate their journey while learning there are many different ways to complete the same quest. Throughout the summer, students will also plan and engage in service learning

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3—Skill Building

Describe how the program will provide opportunities for students to experience skill building.

Extended School Day:
INQUIRY-BASED LEARNING
Our inquiry-based, exploratory, learning approach sets up students to drive their own learning, while our teachers act as coaches, guides, and facilitators who help learners form their own questions and develop a sense of ownership about their project. Students have the opportunity to plan, prepare, execute, and iterate, giving them control of their learning and creating engaging experiences. In the course of completing projects, literacy and numeracy skill-building opportunities are abundant.
And every day includes a healthy dose of outside time. Beyond our day-to-day curriculum, Students have the chance to enhance their learning and leadership opportunities through hands-on activities, such as becoming a junior counselor or leading a classroom club.

LANGUAGE AND LITERACY
Twenty-first century skills such as information literacy, media literacy, and technology literacy are embedded in our thematic units.
Book clubs are but one example for how Champions facilitates language and literacy acquisition during our program. In addition to promoting a love of reading, activities help close distance learning gaps. Reading aloud supports students who are auditory learners, and inspires a love for reading among diverse learning styles through child-directed activities.

SHAPING MATH MINDS
Numeracy is incorporated into many aspects of our Champions curriculum. Champions science projects often include measuring, shapes, physics, and other math-based concepts. As children explore inquiry-based projects to pursue, they are encouraged to think about different ways of measuring and presenting information. As just one example, our "Compare Prices" activity provides abundant opportunities to compare numbers, and can be extended with comparison charts and sample budgets. Literacy concepts are also included, as children read ads and write from journal prompts.

DAILY HOMEWORK SUPPORT
Recognizing the importance families place on getting homework done and meeting state and district grade level standards, Champions sets aside up to one hour each day for homework and school projects. You can expect:

- A homework support plan and family agreement is completed.
- A designated space is created for children to comfortably concentrate on their daily school work and receive support from Champions teachers.
- The space will include materials such as reference books, rulers, calculators, graph paper, writing tools and notebook paper.
- Instructional aids that include tips and strategies for staff and children to respond to homework challenges.

Summer:
STEWARDSHIP – Taking care of our world and all that inhabits it using creative problem-solving
WELL-BEING – Fostering our mental and physical health and well-being by identifying and practicing what helps us be our best
PERSPECTIVE-TAKING – Developing a mindset of curiosity and empathy through which to appreciate social diversity in our world
INFLUENCE – Understanding how our personal integrity impacts the way we communicate information to others

4 - Youth Voice and Leadership

Describe how the program will provide opportunities for students to engage in youth voice and leadership.

Extended School Day and Summer:
Our program is centered on student choice. We have thematic two-week units; however, children choose from our interest areas to participate in and explore activities they choose. In addition to our interest areas, we also give students opportunities to form clubs in our programs. We solicit feedback and input from students to create clubs, activities and events. From student led clubs, junior counselors to student led activities, children will gain confidence and use their voice to explore their interests while acquiring leadership skills.

In the summer, students will have additional opportunities to rotate through multiple enrichment opportunities.

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5—Healthy Choices and Behaviors

Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programming.

Extended School Day and Summer:

We serve healthy snacks to students in all of our programs.

In sites that provide meal service, the menu satisfies all applicable federal and state nutrition guidelines. Mealtime promotes healthy eating patterns and fuels students readiness to learn.

Part of what children are learning in their early years is how to get along with others and what behaviors are appropriate in different situations. We take a proactive and preventive approach to guidance that reinforces appropriate behaviors rather than focusing on inappropriate behaviors. To do this, our teachers are trained to use various techniques including redirection, praise, and distraction.

The substance of Champions focuses facilitating students' development of their social and emotional skills and building resiliency with the use of tools from social-emotional learning (SEL) experts at Harmony SEL in addition to the SEL activities that are embedded in our curriculum.

6—Diversity, Access, and Equity

Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.

Extended School Day and Summer: Champions Values DEI:

- Diversity-Tailoring programming to meet specific needs and enhance the learning experiences of all the children in our programs through exposure to people of diverse cultures

Equity: Champions accepts all children into their program working closely with families to ensure access program.

- Inclusion Instructional Support for Children with Special Needs – Understanding the perspective of the special needs child and their family, and how Champions can facilitate social-emotional growth and integration into the community

Teaching through an anti-bias lens and culturally responsive teaching require respecting and embracing our differences and acting against bias and unfairness. Anti-bias education focuses on four core goals that are embedded throughout our curriculum.

- Self-Identity – Children will demonstrate a strong sense of self-identity and confidence, which leads to more tools for social, emotional, and academic success.

- Empathy and respect for diversity – Children will express empathy and respect for human diversity, which is at the heart of learning how to treat all people with care and kindness.

- Fairness and justice – Children will understand fairness and justice by using critical thinking to identify and resist harmful actions towards others.

- Activism – Children will demonstrate the ability to stand up for themselves and others, which reinforces their sense of self-worth and their understanding of the importance of taking action against injustices.

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7—Quality Staff

Describe how the program will provide opportunities for students to engage with quality staff.

Every one of our teachers and staff goes through the a rigorous hiring process to ensure their dedication and passion — and their ability to meet the developmental and emotional needs of children. We confirm all professional references and conduct national criminal background screenings. Each member of our staff meets or exceeds the qualification requirements set by state law. Staff also complete a full orientation and attend a comprehensive training program.

In addition to 15 orientation and training hours, staff receive at least 25 hours of professional development over the course of the school year. Preparation includes:

- Curriculum Training – Training on implementing our curriculum, supporting both children and parents, and preparing effective lesson plans.
- Health and Safety Training – Each employee is certified in CPR and First Aid. Training topics also include:
 - Contagious diseases - Health practices - Supervision - Child abuse prevention
 - Maintaining head counts - Incident reporting - Medical information and HIPAA
 - Inclusion Services - Safe workplace practices - Child release protocols
 - Emergency procedures
- Positive Behavior Support: Teachers are trained to facilitate strong staff-child relationships that support the development of academic and emotional growth.
- Social-Emotional Training: Staff are taught how to fully understand the social- emotional domain and how to use it to guide activity planning, behavior management, and teacher-child interactions

8—Clear Vision, Mission, and Purpose

Describe the program’s clear vision, mission, and purpose.

Mission: We foster a love of learning by creating engaging experiences for children to unlock their own potential.

Children thrive when the process of discovery is lovingly encouraged and gently reinforced. This is the philosophy behind our research-based curriculum that fosters individual growth by providing plenty of opportunities for exploration and student-initiated choice. All children need opportunities to be responsible, to make choices, and to be treated with respect. Our programs encourage childrens' growth and development with early learning experiences that build a strong foundation for his or her social, emotional, physical, and intellectual skills.

This hands-on approach,combined with our balanced curriculum, is designed to encourage children to become confident, happy, and self-aware.

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9—Collaborative Partnerships

Describe the program's collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.

With more than 25 years of experience, Champions is recognized for its leadership in delivering extended learning programs that are tailored specifically to a school's needs and that provide busy working parents with a safe, convenient program where their child's potential is fostered through engaging learning experiences. We were recently awarded the prestigious distinction of corporation accreditation by AdvancED, a global leader in advancing excellence in education through accreditation.

Elevate staff who work during summer and after-school hours will provide continuity and familiarity for students outside of regular instruction time. Further, efforts will be made to engage additional community partners to bring additional enrichment opportunities into the after-school and summer experience.

10—Continuous Quality Improvement

Describe the program's Continuous Quality Improvement plan.

To help cascade quality-related information, Champions uses a Quality Capacity Building System. In this system, quality advisors provide managers and site directors with important information about program quality during on-site visits and through Quality Capacity Development Webinars that focus on topics such as responsive instructional strategies, data-informed planning, and accreditation.

Setting the stage for professional learning communities is one way Champions elevates teachers professional skills. In addition to Champions Quality Improvement System supports, staff participate in annual professional development that is tailored to their personal needs as well as their program's needs.

With greater involvement, Elevate leadership and staff will communicate even more frequently with Champions and parents to ensure the after-school and summer experience is meaningful and beneficial to students and families.

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11—Program Management

Describe the plan for program management.

Champions uses a combination of specific tools and processes to support continuous improvement and program success. Ongoing quality assessments are followed by reflection, strength-based coaching, and action planning. These measures support a powerful approach to developing high-quality practices, and continue to evolve to best address the unique needs of each program. Using trend data, external quality validation, and stakeholder feedback, we modify our tools to continue to set high (but realistic) expectations that will help to effectively drive high-quality programs and support teacher/staff development.

General Questions

Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees.

ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.

Not applicable

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Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (*EC Section 46120[b][2][D]*). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?

Champions staff are prepared to work in the program by completing 24 hours of orientation training including company mission and values, child development, developmental appropriate practice, positive behavior supports and curriculum. The training is tailored to the age group the staff will be working with to ensure they are proficient in understanding the children’s developmental needs.

KinderCare’s Early Foundations® Curriculum is designed to develop the whole child, covering six developmental domains, based on Early Learning Standards with a scope and sequence and ongoing assessment. Our Early Foundations® Transitional Kindergarten program is designed to meet the needs of children who have completed or mastered prekindergarten but did not meet the cutoff date for kindergarten. Enhanced whole-group activities and project related learning activities help engage children in key competency areas such as critical thinking, communication, collaboration, and creativity.

To support the lower pupil to staff ratio, Champions will hire qualified staff with the flexibility to meet the ratio requirements. Our Champions' leadership is focused on retaining our talented teachers by providing consistent support to execute at the site level , provide industry leading employee benefits for employees that work an average of 25 hrs a week and most importantly creating a fun and engaging environment for them to do their best work.

** Note: Due to space limitations, Elevate is not currently able to serve TK students.

Sample Program Schedule

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.

Summer:	
8:00- 8:30 am	Welcome/Outdoor Play/Activities
8:30 - 9:15 am	Rotation #1 - Academic/SEL/Enrichment Activity
9:15 - 10:00am	Rotation #2 - Academic/SEL/Enrichment Activity
10:00-10:15am	Health & Safety Handwashing & Morning Snack Parent Provided
10:15 -11:00am	Rotation #3 - Academic/SEL/Enrichment Activity
11:00-11:40am	Themed Activities
11:40 - 12:30pm	Health & Safety Handwashing before Lunch (Parent provide)
12:30 - 1:00pm	Handwashing & Literacy Time
1:00 - 1:30pm	MPR: Group games - Buddy Up
1:30 - 1:45pm	Health & Safety Restroom & Handwashing
1:45 - 3:00pm	Themed Activities/ Tech Track or Virtual Tours
3:00 - 3:30 pm	Health & Safety Handwashing then Snack (Champion Provides)
3:30 - 5:00pm	Meet Up Afternoon Rally & Buddy Up Activity/ Champions Close

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Below are additional legal requirements for the ELO-P. Please ensure your Program Plan meets all of these legal requirements:

EC Section 46120(b)(2):

[LEAs] operating expanded learning opportunities programs may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on the following;

(2) [LEAs] operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple schoolsites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

(A) The department's guidance.

(B) Section 8482.6.

(C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.

(D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 46120(b)(1)(A):

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.

EC Section 46120(b)(1)(B):

For at least 30 nonschooldays, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day.

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EC Section 46120(b)(3):

[LEAs] shall prioritize services provided pursuant to this section at schoolsites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities programs across their attendance area.

EC Section 46120(b)(4):

[LEAs] may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

EC Section 46120(b)(6):

[LEAs] are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunities programs offered across their attendance areas.

EC Section 46120(c):

A [LEA] shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

EC Section 8482.3(d):

[LEAs] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

[LEAs] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code [U.S.C.] Section 1766).

EC Section 8482.6:

Every pupil attending a school operating a program . . . is eligible to participate in the program, subject to program capacity. A program established . . . may charge family fees. Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11434a), or for a child who the program knows is in foster care. A program

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that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

EC sections 8483.4 and 46120(b)(2)(D):

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 8482.3(c)(1)(A–B):

Each component of a program established pursuant to this article shall consist of the following two elements:

(A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

(B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

Coversheet

Approve Revised Wellness Policy

Section: II. Agenda Items
Item: H. Approve Revised Wellness Policy
Purpose: Vote
Submitted by:
Related Material: BP 5004 Wellness Policy (2023.5.8).pdf



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ELEVATE SCHOOL WELLNESS POLICY

This policy applies to all students and staff at Elevate. Specific measurable goals and outcomes are identified within each section below.

I. School Wellness Committee

Committee Role and Membership

Elevate will convene a representative school wellness committee (hereto referred to as the SWC) that meets at least once per year to establish goals for and oversee school health and safety policies and programs, including development, implementation, and periodic review and update of this Policy.

The SWC membership will represent all grade levels and include (to the extent possible), but not be limited to: parents and caregivers; students; representatives of the school nutrition program (e.g., school nutrition director); physical education teachers; health education teachers; school health professionals (e.g., health education teachers, school health services staff [e.g., nurses, physicians, dentists, health educators, and other allied health personnel who provide school health services], and mental health and social services staff [i.e., school counselors, psychologists, social workers, or psychiatrists]; school administrators (ex., Executive Director, vice principal), school board members; health professionals (e.g., dietitians, doctors, nurses, dentists); and the general public. When possible, membership will also include Supplemental Nutrition Assistance Program Education coordinators (“SNAP”). To the extent possible, the SWC will include representatives from each school building and reflect the diversity of the community.

Leadership

Lunch Coordinator or designee(s) will convene the SWC and facilitate development of and updates to this Policy, and will ensure Elevate’s compliance with the Policy.

II. Wellness Policy Implementation, Monitoring, Accountability, and Community Engagement

Implementation Plan

Using the steps outlined below, Elevate will ensure the Charter School meets legal obligations regarding implementation of this Policy.

This Wellness Policy and the progress reports can be found at:

<https://www.elevateschool.com/>

Recordkeeping

Elevate will retain records to document compliance with the requirements of this Policy at the main office. Documentation maintained in this location will include but will not be limited to:

- The written wellness Policy;
- Documentation demonstrating that the Policy has been made available to the public
- Documentation to demonstrate compliance with the annual public notification requirements
- Documentation of the triennial assessment of the Policy
- Documentation demonstrating the most recent assessment on the implementation of the Policy has been made available to the public

Annual Notification of Policy

Elevate will actively inform families and the public each year of basic information about this Policy, including its content, any updates to the Policy, and implementation status. Elevate will make this information available via the Elevate website and/or school-wide communications. Elevate will provide as much information as possible about the Elevate nutrition environment. This will include a summary of Elevate's events or activities related to Policy implementation.

Annually, Elevate will also publicize the name and contact information of the Elevate official(s) leading and coordinating the Well-Com, as well as information on how the public can get involved with the Well-Com.

Triennial Progress Assessments

At least once every three years, Elevate will evaluate compliance with the Wellness Policy to assess the implementation of the policy and include:

- The extent to which Elevate is in compliance with this Policy
- The extent to which Elevate's policy compares to model wellness policies; and
- A description of the progress made in attaining the goals of Elevate's Wellness Policy.

The position/person responsible for managing the triennial assessment and contact information is: Karen Montesdeoca, Lunch Program Coordinator.

The Lunch Coordinator and SWC, will monitor Elevate's compliance with this Wellness Policy. Elevate will post results of the triennial progress report on the school website.

Revisions and Updating the Policy

The SWC will update or modify this Policy based on the results of the annual progress reports and triennial assessments, and/or as Elevate priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. **This Policy will be assessed and updated as indicated at least every three years, following the triennial assessment.**

Community Involvement, Outreach, and Communications

Elevate is committed to being responsive to community input, which begins with awareness of the Wellness Policy. Elevate will communicate in the newsletter ways in which representatives of SWC and others can participate in the development, implementation, and periodic review, and update of the Wellness Policy. Elevate will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. Elevate will utilize the newsletter and website to inform families of the implementation of, and updates to the Wellness Policy, as well as how to get involved and support the Policy. Elevate will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that Elevate and individual schools are communicating important school information with parents.

Elevate will post on the school website and include in the newsletter to notify the public about the content of or any updates to the Wellness Policy annually, at a minimum. Elevate will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

III. Nutrition

School Meals

Elevate is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; moderate in sodium, low in saturated fat, and zero grams *trans* fat per serving (nutrition label or manufacturer's specification); and to meet the nutrition needs of school children within their calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns, and support healthy choices while accommodating cultural food preferences and special dietary needs.

Elevate participates in USDA National School Lunch Program (NSLP) and School Breakfast Program (SBP). Elevate is committed to offering school meals through the NSLP and SBP that:

- Are accessible to all students;
- Are appealing and attractive to children;
- Are served in clean and pleasant settings;
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations. (Elevate offers reimbursable school meals that meet [USDA nutrition standards](#).)
- Promote healthy food and beverage choices using at least ten of the following Smarter Lunchroom techniques:
 - Whole fruit options are displayed in attractive bowls or baskets (instead of chaffing dishes or hotel pans).
 - Fruit is available daily.
 - Daily fruit options are displayed in a location in the line of sight and reach of students.
 - All available vegetable options have been given creative or descriptive names.
 - Daily vegetable

options are bundled into all grab-and-go meals available to students. ▪ All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal.

▪ Daily menu is marketed and promoted on the lunch board

Staff Qualifications and Professional Development

All Elevate nutrition staff will meet or exceed hiring and annual continuing education/training requirements in the [USDA professional standards for child nutrition professionals](#). These Elevate nutrition personnel will refer to [USDA's Professional Standards for School Nutrition Standards website](#) to search for training that meets their learning needs.

Water

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day. Elevate will make drinking water available where school meals are served during mealtimes.

Competitive Foods and Beverages

Elevate is committed to ensuring that all foods and beverages available to students on the Elevate campus from midnight to 30 minutes after the last bell to support healthy eating. The foods and beverages sold and served outside of the Elevate meal programs (i.e., “competitive” foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable School meal programs that are sold to students on the School campus during the school day will meet or exceed the USDA Smart Snacks nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

Celebrations and Rewards

Elevate School will encourage stakeholders to provide healthy food and beverage options whenever given away for free on the school campus, to students, during the school day.

Fundraising

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the Elevate campus from midnight to 30 minutes after the last bell. Elevate will make available to parents and teachers a list of healthy fundraising ideas

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs.

Students and staff will receive consistent nutrition messages throughout schools, classrooms, gymnasiums, and cafeterias. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by school staff and teachers, parents, students, and the community.

Elevate will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs.

Nutrition Education

Elevate aims to teach, model, encourage, and support healthy eating by students. Elevate will provide nutrition education and engage in nutrition promotion that:

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health;
- Include enjoyable, developmentally-appropriate, culturally-relevant, and participatory activities;
- Promote fruits, vegetables, whole-grain products, low-fat and fat-free dairy products, and healthy food preparation methods;
- Emphasize caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
- Include nutrition education training for teachers and other staff.

Food and Beverage Marketing in Schools

Elevate is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Elevate strives to teach students how to make informed choices about nutrition, health, and physical activity. These efforts will be weakened if students are subjected to advertising on Elevate property that contains messages inconsistent with the health information Elevate is imparting through nutrition education and health promotion efforts. It is the intent of Elevate to protect and promote student's health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the school campus, consistent with Elevate's Wellness Policy.

IV. Physical Activity

To the extent practicable, Elevate will ensure that its grounds and facilities are safe and that equipment is available to students to be active. Elevate will conduct necessary inspections and repairs.

Physical Education

Elevate will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education.

All students will be provided equal opportunity to participate in physical education

classes. Elevate will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary.

Outdoor recess will be offered when weather is feasible for outdoor play.

In the event that Elevate must conduct **indoor recess**, teachers and staff will follow the indoor recess guidelines that promote physical activity for students, to the extent practicable.

Recess will complement, not substitute, physical education class. Recess monitors or teachers will encourage students to be active, and will serve as role models by being physically active alongside the students whenever feasible.

V. Other Activities that Promote Student Wellness

Elevate will integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues, and physical activity facilities. Elevate will coordinate and integrate other initiatives related to physical activity, physical education, nutrition, and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development,

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of this Policy, including but not limited to ensuring the involvement of the SWC and/or parents and the community

All school-sponsored events will adhere to the Wellness Policy guidelines. All school-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

Community Partnerships

Elevate will *develop* relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this Policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with this Policy and its goals.


Professional Learning

When feasible, Elevate will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help Elevate staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing district reform or academic improvement plans/efforts.

Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at the [Filing a Program Discrimination Complaint as a USDA Customer page](#) , and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;
- (2) fax: 202-690-7442; or
- (3) email: program.intake@usda.gov

This institution is an equal opportunity provider.

Board Policy #: [BP 5004]
Adopted/Ratified: [09/21/2019]
Revision Date: [05/08/2023]

Coversheet

Approve Independent Educational Evaluation (IEE) Policy

Section: II. Agenda Items
Item: I. Approve Independent Educational Evaluation (IEE) Policy
Purpose: Vote
Submitted by:
Related Material: BP 6006 IEE Policy (2023.5.8).pdf



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ELEVATE SCHOOL INDEPENDENT EDUCATIONAL EVALUATION (IEE) POLICY

This policy sets forth agency criteria for completion of independent educational evaluations, completed at public expense.

Definitions

Independent Educational Evaluation (IEE) means an evaluation conducted by a qualified examiner who is not employed by the responsible local educational agency.

Qualified Examiner is an evaluator who is competent to perform the evaluations through criteria established by the LEA in accordance with Education Code, Section 56322.

Public expense means that the local educational agency either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent or guardian.

Local educational agency (LEA) means the school district or charter school that is responsible for providing educational services to a child with a disability.

Parent is defined as the following:

- A biological or adoptive parent of a child
- A foster parent if the authority of the biological or adoptive parents to make educational decisions on the child's behalf specifically has been limited by court order. (CFR 34, 300.30(b)(1) or (2)).
- A guardian generally authorized to act as the child's parent, or authorized to make educational decisions for the child, including a responsible adult appointed for the child. (Sections 361 and 726 of the Welfare and Institutions Code)
- An individual acting in the place of a biological or adoptive parent, including a grandparent, step parent, or other relative, with whom the child lives, or an individual who is legally responsible for the child's welfare
- A surrogate parent who has been appointed. (Section 7579.5 or 7579.6 of the Government Code, Section 300.519 of Title 34 of the Code of Federal Regulations, and Section 1439(a)(5) of Title 20 of the United States Code)

Parent Requests for Independent Educational Evaluations

A parent/guardian has the right to obtain an Independent Educational Evaluation (IEE) for their child at their own expense at any time (34 CFR 300.502(a)(1)).

The parent/guardian of a student with a disability, or with an IEP, has the right to obtain an Independent Educational Evaluation at public expense, subject to the provisions of federal and state law, when the parent/guardian disagrees with an assessment obtained by the LEA within the last two years (34 CFR 300.502(b)(1) and (d)(2)(A), California Education Code Sec 56329(b), and (OAH Case No. 2012051153)).

A parent/guardian may request one IEE in response to each area of evaluation completed by the LEA within the last two years.

Procedures for Sharing a “Parent-Initiated IEE”

When a parent/guardian obtains an IEE at private expense, the results of the evaluation, if shared with the LEA:

- Shall be considered by the LEA, if it meets agency criteria, in any decision made with respect to the provision of a Free, Appropriate, Public Education (FAPE) to the student; and
- May be presented as evidence at a due process hearing regarding the child.

Responding to a Request for an IEE at Public Expense

- Provide the parent/guardian with the IEE Procedures and Resources for Parents packet (located in the SEIS Document Library) which provides information about where an IEE may be obtained, the agency criteria applicable for IEEs, and expense information (34 CFR 300.502(a)(2)); or

Initiate a due process hearing to show that LEA's evaluation is appropriate. 6 The LEA may request that the parent/guardian explain why s/he objects to the LEA's evaluation or specific areas of evaluation. However, the LEA may not require the parent/guardian to provide an explanation and may not unreasonably delay providing the IEE at public expense.

Agency Criteria for Conducting an IEE

According to federal regulations, the criteria under which the IEE is obtained at public expense, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that the LEA uses when it initiates an evaluation (34 CFR 300.502(e)(1)).

The LEA may not impose conditions or timelines related to obtaining an IEE at public expense (34 CFR 300.502(e)(2)).

Guidelines for Determining Qualifications

All assessments shall be completed by persons competent to perform the assessment as determined by the LEA (California Education Code Section 56322).

The IEE shall be administered by an evaluator who holds equivalent certifications, licenses, or other qualifications that would be required of the LEA staff to provide similar evaluations.

Independent evaluators shall have the following minimum credentials issued by the appropriate agency or board within the State of California:

Type of Assessment	Minimum Qualifications
Academic Achievement	Credentialed Special Education Teacher Licensed Educational Psychologist Pupil Personnel Services Credential
Adaptive Behavior	Licensed Educational Psychologist Pupil Personnel Services Credential
Adaptive Physical Education	Adaptive Physical Education Specialist
Assistive Technology	Certified Assistive Technology Specialist
Auditory Acuity	Licensed Educational Audiologist Clinical or Rehabilitative Services Credential Language, Speech and Hearing and Audiology Credential
Auditory Perception/Auditory Processing	Language, Speech, and Hearing and Audiology: Clinical or Rehabilitative Services Credential Education Specialist Instruction Credential: Deaf and Hard-of-Hearing Licensed Educational Psychologist Pupil Personnel Services Credential
Functional Behavioral Assessment	Credentialed Special Education Teacher Pupil Personnel Services Credential Licensed Marriage and Family Therapist Licensed Clinical Social Worker Licensed Educational Psychologist Board Certified Behavior Analyst
Cognitive	Licensed Educational Psychologist Pupil Personnel Services Credential
Health	Licensed Physician Registered Nurse

	School Nurse Services Credential
Motor	Licensed Physical Therapist Registered Occupational Therapist Adaptive Physical Education Specialist
Occupational Therapy	Licensed Occupational Therapist
Orientation and Mobility	Orientation and Mobility: Clinical or Rehabilitative Services Credential Education Specialist Instruction Credential: Physical and Health Impairment
Physical Therapy	Licensed Physical Therapist
Social/Emotional	Licensed Educational Psychologist Licensed Clinical Social Worker Licensed Marriage and Family Therapist Pupil Personnel Services Credential
Speech and Language	Credentialed or Licensed Speech and Language Pathologist
Visual Acuity/Transition/Vocational	Credentialed Special Education Teacher Adult Education Credential with a Career Development Authorization Pupil Personnel Services Credential
Developmental Vision	Licensed Optometrist Licensed Ophthalmologist Education Specialist Instruction Credential: Visual Impairments
Functional Vision	Education Specialist Instruction Credential: Visual Impairments

A parent/guardian shall have the opportunity to demonstrate that unique circumstances justify a waiver of any of the criteria listed above as defined by the LEA.

A parent/guardian may also request a list of suggested IEE evaluators who meet the LEA agency criteria, but the parent/ guardian is not required to select from the list provided.

Conflict of Interest

The LEA should ensure there is no conflict of interest between the evaluator and service provider, or the evaluator and the family. After completing an IEE, it is not recommended that the independent evaluator or their agency provides the service(s) recommended to the IEP team.

IEE Cost Determination

The cost determination for an IEE shall be comparable to the costs incurred by the LEA when it uses its own employees or contractors to complete a similar assessment. Such costs shall include:

- Observations;
- Administration and scoring of assessments;
- Report writing; and
- Attendance in person, or by phone, at the IEP meeting in which the IEE is presented.

The following reasonable cost guidelines may be used when identifying an IEE assessor:

Type of Assessment	Reasonable Maximum Cost
Assistive Technology	\$1200
Auditory Perception/Auditory Processing	\$700
Functional Behavioral Assessment	\$3000
Cognitive/ Full Psycho-Educational (Rate allowed depends on components tested, such as academic, adaptive behavior, cognition, social-emotional)	\$6000
Occupational Therapy	\$1000
Physical Therapy	\$1000
Speech and Language	\$1200
Functional Vision	\$1000

A parent/guardian shall have the opportunity to demonstrate that unique circumstances justify a financial waiver of any of the cost determination criteria listed above as defined by the LEA.

Payment of IEE Costs

IEE Obtained at Public Expense:

The LEA shall issue payment to the independent evaluator for the cost of conducting the IEE following the LEA's receipt of the following from the assessor:

- A written IEE assessment report prepared by the independent evaluator containing all necessary assessment and eligibility sections. The report shall be received by the LEA and the parent/guardian five days prior to the IEP meeting;
- The original assessment protocols utilized to conduct the IEE shall be provided to the LEA; and
- Detailed invoice(s), including dates of assessment, observation(s), and hourly rates.

Unilaterally Obtained IEE at Private Expense:

- A parent/guardian is requested, but is not required, to notify the LEA prior to obtaining a unilateral IEE. Regardless, if a parent/guardian obtains an IEE at private expense, the parent/guardian's request for payment and/or reimbursement shall be received by the LEA within a reasonable time after receipt of the results of the completed IEE.

Once a parent/guardian has requested that a unilaterally obtained IEE be paid for by the LEA, the LEA must provide the parent/guardian with a copy of their Procedural Safeguards and either:

- Initiate a due process hearing to show that the LEA's evaluation is appropriate; or
- Provide the parent/guardian with the El Dorado Charter SELPA IEE Parent Information Packet (SEIS Document Library), which provides information about where an IEE may be obtained, the agency criteria applicable for IEEs, and proceed with consideration of the LEA's obligation to pay for the independent evaluation.

If the LEA proceeds with consideration to pay for the unilaterally obtained IEE, the LEA will:

- Review and consider the parent/guardian's request for payment;
- Ensure the request was made within a reasonable time after receipt of the results of the evaluation; and
- Ensure all criteria discussed in this policy are met and the required documents (assessment report, original assessment protocols and invoice(s)) have been received.

Evaluations Ordered by Hearing Officer:

- If a hearing officer orders an IEE as part of a hearing, the cost of the evaluation must be at the LEA expense, unless otherwise specified by the Hearing Officer.

Criteria for Accessing Private Insurance

When private insurance will cover all, or a portion of, the costs of the IEE, the LEA may request that the parent/guardian voluntarily have their insurance pay the costs of the IEE covered by their insurance. However, parents/guardians will not be asked to have private insurance cover the costs of an IEE if the process would result in a financial cost to the parent/ guardian including but not limited to:

- A decrease in available lifetime coverage or any other benefit under an insurance policy;
- An increase in premiums or the discontinuance of the policy; or
- An out-of-pocket expense such as payment of a deductible amount incurred in filing a claim.

IEE Assessment Results

The results of the IEE, whether obtained at public or private expense, will be considered by the IEP team when making a determination regarding the student's eligibility for special education and related services, educational placement, and other components of the student's educational program as required by federal and California special education laws and regulations.

However, the results of an IEE will not control the IEP team's determinations and may not be considered if not completed by a qualified professional, as determined by the LEA.

IEE LEA & Independent Evaluator Service Agreement

The SELPA recommends that the LEA complete a service agreement with the independent evaluator to ensure clarification regarding terms of the agreement. A sample agreement is available in the SEIS Document Library for review and use.

(EDUCATION CODE 56329; 56506)
(CALIFORNIA CODE OF REGULATIONS 3022)
(GOVERNMENT CODE 7572)

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