



# Elevate School

## Regular Board Meeting

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### Date and Time

Monday February 12, 2024 at 4:00 PM PST

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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.

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### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>4:00 PM</b>
<b>A.</b> Record Attendance and Guests		Chancellor Brown	1 m
<b>B.</b> Call the Meeting to Order		Chancellor Brown	1 m
<b>C.</b> Approve Agenda	Vote	Chancellor Brown	1 m
<b>D.</b> Approve Minutes from January 8 Regular Board Meeting	Approve Minutes	Chancellor Brown	1 m
<b>E.</b> Core Values and Board Meeting Protocol		Chancellor Brown	2 m
<b>F.</b> Non-Agenda Public Comment		Chancellor Brown	5 m

	Purpose	Presenter	Time
<b>II. Agenda Items</b>			<b>4:11 PM</b>
<b>A.</b> Executive Director Report	FYI	Ryan Elliott	15 m
<b>B.</b> Financial Update	FYI	Adam McWethy	15 m
<b>C.</b> LCAP Mid-Year Update	FYI	Ryan Elliott	15 m
<b>D.</b> Approve ERC Submission	Vote	Ryan Elliott	5 m
<b>E.</b> Preliminary Proposal for Proposition 39 Facilities for the 2024-2025 School Year	Vote	Ryan Elliott	10 m
<b>F.</b> Approve Comprehensive School Safety Plan	Vote	Ryan Elliott	10 m
** Hard copy available for review at board meeting and school site.			
<b>G.</b> 23-24 Board Goal Updates	Discuss	Chancellor Brown	10 m
<b>H.</b> Executive Director Evaluation Mid-Year Update	FYI	Veronica Maxwell	10 m
<b>III. Closing Items</b>			<b>5:41 PM</b>
<b>A.</b> Adjourn Meeting	Vote		

# Coversheet

## Approve Minutes from January 8 Regular Board Meeting

**Section:** I. Opening Items  
**Item:** D. Approve Minutes from January 8 Regular Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Regular Board Meeting on January 8, 2024

APPROVED



## Elevate School

### Minutes

#### Regular Board Meeting

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**Date and Time**

Monday January 8, 2024 at 4:00 PM

**Location**

Elevate School, Room 102

8404 Phyllis Place

San Diego, CA 92123

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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.

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**Directors Present**

Adam McWethy, Becky Madeja, Chancellor Brown, Veronica Maxwell

**Directors Absent**

Cheryl Gorman

**Guests Present**

Ryan Elliott

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**I. Opening Items**

**A.**

## **Record Attendance and Guests**

### **B. Call the Meeting to Order**

Chancellor Brown called a meeting of the board of directors of Elevate School to order on Monday Jan 8, 2024 at 4:09 PM.

### **C. Approve Agenda**

Adam McWethy made a motion to Approve January 2024 Board agenda.

Becky Madeja seconded the motion.

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

### **D. Approve Minutes from December 11 Regular Board Meeting**

Becky Madeja made a motion to approve the minutes from December Board Meeting on 12-11-23.

Veronica Maxwell seconded the motion.

Adam McWethy abstained.

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

Becky Madeja made a motion to approve the minutes from December Board Meeting on 12-11-23.

Veronica Maxwell seconded the motion.

Adam McWethy abstained.

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

### **E. Approve Minutes from December 15 Special Board Meeting**

Adam McWethy made a motion to approve the minutes from Special Board Meeting on 12-15-23.

Becky Madeja seconded the motion.

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

### **F. Approve Minutes from November 13 Regular Board Meeting**

Adam McWethy made a motion to approve the minutes from November Regular Board Meeting on 11-13-23.

Becky Madeja seconded the motion.

Veronica Maxwell abstained.

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

### **G. Core Values and Board Meeting Protocol**

Core Values were aloud by Board Members present.

### **H. Non-Agenda Public Comment**

No public comment. A parent had submitted a note that was moved to the Director report since the parent was not present.

## II. Agenda Items

### A. Executive Director Report

Executive Director read a letter from 4th/5th grade parent that was asked to share with board. The letter outlined the parents' appreciation to the school.

- **Attendance:** Just under 96% attendance. Some military families moved away at winter break. 474 total enrollment
- **New enrollment:** 24-25 public lottery application window now open. 218 applications so far.
- Middle School flag football team won the championship!
- Parent engagement - Winter exhibition night, Jan 18 military coffee, PAC meeting and workshop for Middle School parents coming up this month
- End of month - Info Meetings for prospective families
- LCAP - 3 goals reviewed
  - Mid-year update will be provided in February
- Audit question (CB)- What is the purpose of the audit? Response from RE - To ensure we are using fiscal resources appropriately

### B. Financial Update

- Adam McWethy presented.
- Net income: \$43,000 year-end projected. \$20,000 less than planned. Impacted by LCFF lower than expected because ADA lower than expected..
- Over 2 million cash balance expected at end of year. 1 million in reserves
- Everything in normal range
- Q: Can we invest our cash reserves? Can action on this be taken without Board approval? RE will look into this and get back to Board.

### C. Approve 24-25 Academic Calendar

Adam McWethy made a motion to approve 24-25 Academic Calendar.

Veronica Maxwell seconded the motion.

- Ryan Elliot shared updated version, including Wellness day added to Oct. 11 and Nov. 1 minimum day
- Q (BM): Do you do minimum Thursdays every year? RE explained yes and requirements are different between charter schools and district schools on the number of minimum days

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

#### **D. Approve 2023 SARC Report**

Becky Madeja made a motion to approve the 2023 SARC report.

Chancellor Brown seconded the motion.

- Q (BM) What is the purpose of the SARC? RE explained the SARC is a school's accountability report.

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

#### **E. 23-24 Board Goal Updates**

- Strategic Plan
  - 3rd Plateau is Elevate's partner in Strategic Plan development. Making good progress
  - Pulling in the steering committee to review and provide feedback
  - Most of the plan is in place. Minor edits and tweaks needed
  - Strategic Plan draft will be shared with Board soon and final version in March
- Facility Plan
  - Ongoing
- Community Partnerships
  - No progress yet. Not a priority up to this point; will focus on college relationships and field trips
- Foundation Development
  - Meeting this Friday, January 12, 2024
  - Direction of foundation is to establish/pilot partner lunches for fundraising in April. Get feedback from individuals to see what was effective, etc
  - CB has been in contact with the director of Qualcomm to try and organize STEM tours for the students, and has hosted tours in the past
  - Can the Foundation fundraise to supplement field trips?
  - CB will provide RE with the contact information for Qualcomm tour info
  - Rubio's Fundraiser next Thursday, January 18th

### **III. Closing Items**

#### **A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:10 PM.

Respectfully Submitted,  
Veronica Maxwell

# Coversheet

## Core Values and Board Meeting Protocol

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



## **Elevate Core Values & Board Meeting Norms**

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

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

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

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

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

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

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

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

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

# Coversheet

## Financial Update

**Section:** II. Agenda Items  
**Item:** B. Financial Update  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** EE School December 23 Financial Packet.pdf

# ELEVATE SCHOOL - Financial Dashboard (December 2023)

**1 Key Performance Indicators**

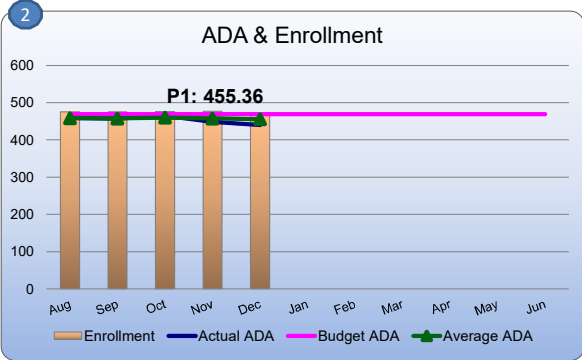
- ADA vs. Budget ● Cash on Hand ●
- Net Income / (Loss) ● Year-End Cash ●

## KEY POINTS

### Upcoming Reporting/Events:

Governor Newsom released his 2024-25 budget proposal this morning, estimating a relatively small \$37.9 billion budget shortfall and proposing a largely status quo budget for K-12 schools. The Governor's Budget represents a much rosier scenario than most had anticipated after the Office of the Legislative Analyst (LAO) issued a grim, \$68 billion budget shortfall estimate in December and warned of the potential for significant ongoing risks.

He proposes a mix of cuts, deferrals, and dipping into budget reserves to address the gap. This includes tapping \$5.7 billion from the education-specific Public School Stabilization Account, a budget reserve specifically for K-12 schools and community colleges, to maintain spending for K-14 education. He did not declare a budget emergency, a technical step that could have opened the door to other options, including tapping deeper into reserves.



**3 Average Daily Attendance Analysis**

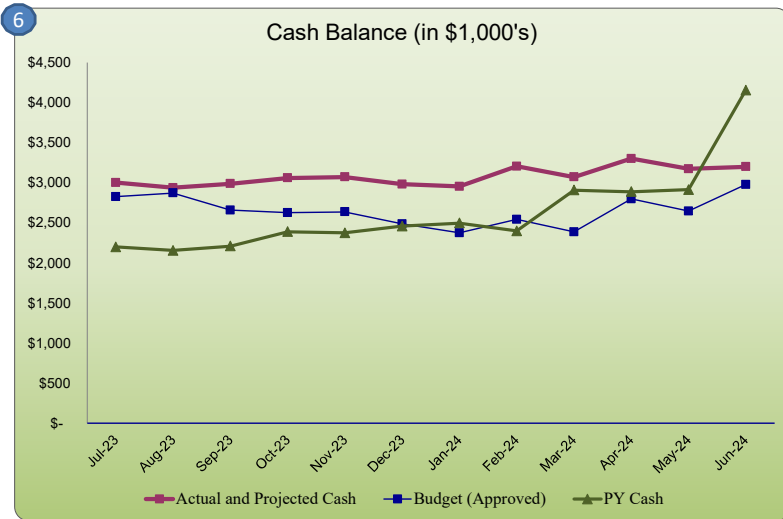
Category	P-1	Forecasted P2	Budgeted P2	Better/(Worse)	Prior Year P2
Enrollment	470	476	488	(12)	459
ADA %	95.5%	95.5%	96.2%	-0.7%	95.0%
ADA	455.36	455.44	469.50	(14.06)	437.82

**4 LCFF Supplemental & Concentration Grant Factors**

Category	Budget	Forecast	Variance	Prior Year
Unduplicated Pupil %	49.2%	46.4%	-2.8%	38.2%
3-Year Average %	44.3%	43.2%	-1.0%	41.1%
District UPP C. Grant Cap	58.5%	58.5%	0.0%	58.5%

**5 INCOME STATEMENT**

As a % of Revenue	Forecast		VS. Budget		FY 23-24 YTD			Historical	
	As of 12/31/23	FY 23-24 Budget	Variance B/(W)	FY 23-24 Budget	Actual YTD	Budget YTD	Variance B/(W)	FY 22-23	FY 21-22
Local Control Funding Formula	5,195,364	5,366,364	(171,001)	2,148,776	2,425,359	(276,583)	4,601,574	3,762,827	
Federal Revenue	882,777	860,527	22,250	364,050	47,655	1,232,637	934,496		
State Revenue	753,927	728,589	25,338	326,826	270,633	56,192	532,089	450,739	
Other Local Revenue	506,697	441,620	65,077	151,470	188,277	(36,807)	379,563	245,463	
Grants/Fundraising	112,260	112,260	-	1,849	427	1,422.54	71,159	117,904	
<b>TOTAL REVENUE</b>	<b>7,451,024</b>	<b>7,509,360</b>	<b>(58,336)</b>	<b>2,992,970</b>	<b>2,932,350</b>	<b>60,621</b>	<b>6,817,021</b>	<b>5,511,428</b>	
<i>Total per ADA</i>	<i>16,360</i>	<i>15,994</i>	<i>366</i>				<i>15,570</i>	<i>14,047</i>	
Certificated Salaries	3,175,600	3,228,477	52,877	1,401,250	1,418,092	16,842	2,858,842	2,268,347	
Classified Salaries	924,443	949,038	24,594	412,771	431,742	18,971	836,563	675,155	
Benefits	1,174,915	1,245,252	70,337	588,899	586,299	(2,600)	1,038,360	831,976	
<i>Total Payroll Expenses \$ 5,274,958 71%</i>									
Student Supplies	435,076	417,325	(17,751)	237,946	254,628	16,683	493,487	410,742	
Operating Expenses	1,649,202	1,559,079	(90,122)	797,347	786,206	(11,140)	1,539,633	1,162,128	
Other	47,849	45,523	(2,326)	23,798	22,867	(931)	45,491	28,363	
<i>Total Other Operating Expenses \$ 2,132,126 29%</i>									
<b>TOTAL EXPENSES</b>	<b>7,407,084</b>	<b>7,444,694</b>	<b>37,609</b>	<b>3,462,011</b>	<b>3,499,835</b>	<b>37,824</b>	<b>6,812,376</b>	<b>5,376,712</b>	
<b>NET INCOME / (LOSS)</b>	<b>43,940</b>	<b>64,667</b>	<b>(20,727)</b>	<b>(469,040)</b>	<b>(567,485)</b>	<b>98,445</b>	<b>4,646</b>	<b>134,716</b>	



**7 Balance Sheet**

Balance Sheet	6/30/2023	11/30/2023	12/31/2023	6/30/2024 FC
<b>Assets</b>				
Cash, Operating	1,856,485	2,055,547	1,967,220	2,090,146
Cash, Restricted	1,021,856	1,017,356	1,017,356	1,111,063
Accounts Receivable	842,436	318,175	260,946	656,761
Due From Others	(0)	250	890	890
Other Assets	611,893	520,017	520,017	728,548
Net Fixed Assets	119,383	106,604	102,596	78,545
<b>Total Assets</b>	<b>4,452,054</b>	<b>4,017,950</b>	<b>3,869,025</b>	<b>4,665,952</b>
<b>Liabilities</b>				
A/P & Payroll	185,454	203,235	161,820	224,576
Due to Others	115,853	90,821	77,953	77,953
Deferred Revenue	1,038,860	986,406	986,406	1,207,597
Other Liabilities	510,756	510,756	510,756	510,756
<b>Total Liabilities</b>	<b>1,850,923</b>	<b>1,791,218</b>	<b>1,736,934</b>	<b>2,020,882</b>
<b>Equity</b>				
Beginning Fund Bal.	2,580,485	2,601,131	2,601,131	2,601,131
Net Income/(Loss)	20,646	(374,399)	(469,040)	43,940
<b>Total Equity</b>	<b>2,601,131</b>	<b>2,226,732</b>	<b>2,132,091</b>	<b>2,645,071</b>
<b>Total Liabilities &amp; Equity</b>	<b>4,452,054</b>	<b>4,017,950</b>	<b>3,869,025</b>	<b>4,665,952</b>
Days Cash on Hand	100	102	98	104
Cash Reserve %	27.4%	27.9%	26.7%	28.4%

**Year-End Cash Balance**

Projected	Budget	Variance
3,201,209	2,977,495	223,714

	Actuals as of 12/31/2023													FORECAST	Budget Variance	
	ACTUAL Jul-23	ACTUAL Aug-23	ACTUAL Sep-23	ACTUAL Oct-23	ACTUAL Nov-23	ACTUAL Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Accrual	Jul-23 - Jun-24	Better / (Worse)	% Better / (Worse)
<b>Income</b>																
<b>8011-8098 · Local Control Funding Formula Sources</b>																
8011 Local Control Funding Formula	62,804	62,804	113,047	113,047	113,047	113,047	114,356	114,356	104,414	104,414	104,414	104,414	97,594	1,321,755	(149,576)	-10%
8012 Education Protection Account	-	-	21,891	-	-	21,891	21,891	-	-	2,996	-	-	22,420	91,088	(2,812)	-3%
8019 Local Control Funding Formula - Prior Year	-	(147)	-	(147)	294	-	-	-	-	-	-	-	-	-	-	-
8096 In Lieu of Property Taxes	-	218,171	436,342	290,895	290,895	290,895	290,895	661,315	330,657	330,657	330,657	320,657	(9,517)	3,782,520	(18,613)	0%
8098 In Lieu of Property Taxes, Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total 8011-8098 · Local Control Funding Formula Sources</b>	<b>62,804</b>	<b>280,828</b>	<b>571,280</b>	<b>403,795</b>	<b>404,236</b>	<b>425,833</b>	<b>427,141</b>	<b>775,671</b>	<b>435,071</b>	<b>438,067</b>	<b>435,071</b>	<b>425,071</b>	<b>110,496</b>	<b>5,195,364</b>	<b>(171,001)</b>	<b>-3%</b>
<b>8100-8299 · Federal Revenue</b>																
8181 Special Education - Federal (IDEA)	-	-	-	-	-	-	-	-	-	-	-	-	59,930	59,930	2,305	4%
8221 Child Nutrition - Federal	-	17,647	-	-	1,502	11,525	15,368	12,132	6,471	15,368	13,750	11,323	29,987	135,073	(15,421)	-10%
8291 Title I	-	-	-	-	-	-	13,878	-	-	13,878	-	27,757	-	55,513	(8,152)	-13%
8292 Title II	-	-	-	-	-	-	2,352	-	-	2,352	-	4,705	-	9,409	(1,722)	-15%
8295 Title IV, SSAFE	-	-	-	-	-	-	2,500	-	-	2,500	-	-	5,000	10,000	-	-
8296 Title IV, PCSGP	-	-	-	-	-	-	11,893	-	-	11,893	-	-	23,786	47,571	42,571	851%
8299 All Other Federal Revenue	-	-	91,822	175,870	65,684	-	-	-	-	223,961	-	139,903	(131,959)	565,281	2,669	0%
<b>Total 8100-8299 · Other Federal Income</b>	<b>-</b>	<b>17,647</b>	<b>91,822</b>	<b>175,870</b>	<b>67,186</b>	<b>11,525</b>	<b>45,991</b>	<b>12,132</b>	<b>6,471</b>	<b>269,952</b>	<b>13,750</b>	<b>183,687</b>	<b>(13,256)</b>	<b>882,777</b>	<b>22,250</b>	<b>3%</b>
<b>8300-8599 · Other State Revenue</b>																
8520 Child Nutrition - State	-	-	-	-	28,989	22,424	4,292	3,388	1,807	4,292	3,840	3,162	20,528	92,723	(835)	-1%
8550 Mandate Block Grant	-	-	-	-	8,650	-	-	-	-	-	-	-	40	8,690	-	-
8560 Lottery Revenue	-	-	-	-	-	-	21,040	-	-	21,040	-	67,326	548	118,397	7,126	6%
8592 State Mental Health	1,771	1,771	3,188	3,188	3,188	3,188	3,317	3,317	3,317	3,317	3,317	3,317	659	36,854	10,751	41%
8595 Expanded Learning Opportunity Program	13,112	13,112	23,602	23,602	23,602	23,602	8,011	8,011	8,011	8,011	8,011	8,011	(79,687)	89,010	-	-
8596 Prop 28 Arts & Music	-	-	-	-	-	-	-	5,693	12,651	12,651	12,651	12,651	6,958	63,253	(4,703)	-7%
8599 State Revenue - Other	-	-	-	121,394	-	-	-	-	-	86,250	-	28,200	109,156	345,000	13,000	4%
<b>Total 8300-8599 · Other State Income</b>	<b>14,883</b>	<b>14,883</b>	<b>26,790</b>	<b>156,626</b>	<b>64,429</b>	<b>49,214</b>	<b>36,660</b>	<b>20,409</b>	<b>25,785</b>	<b>135,561</b>	<b>27,818</b>	<b>122,667</b>	<b>58,201</b>	<b>753,927</b>	<b>25,338</b>	<b>3%</b>
<b>8600-8799 · Other Local Revenue</b>																
8660 Interest & Dividend Income	-	-	12,574	3,249	-	15,611	4,988	-	19,092	4,169	-	-	317	60,000	25,000	71%
8695 Contributions & Events	-	-	-	-	-	1,726	-	18,322	-	-	28,345	24,071	33,286	105,750	-	-
8696 Other Fundraising	-	-	-	-	-	123	-	-	1,016	-	-	5,371	-	6,510	-	-
8699 All Other Local Revenue	-	-	-	-	-	15	-	-	-	-	-	21,615	0	21,630	-	-
8792 Transfers of Apportionments - Special Education	-	-	-	-	86,265	33,756	28,721	75,549	37,774	37,774	37,774	37,774	49,679	425,067	40,077	10%
<b>Total 8600-8799 · Other Income-Local</b>	<b>-</b>	<b>-</b>	<b>12,574</b>	<b>3,249</b>	<b>86,265</b>	<b>51,230</b>	<b>33,709</b>	<b>93,871</b>	<b>57,882</b>	<b>41,943</b>	<b>66,119</b>	<b>88,831</b>	<b>83,282</b>	<b>618,957</b>	<b>65,077</b>	<b>12%</b>
<b>Prior Year Adjustments</b>																
8999 Other Prior Year Adjustment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Prior Year Adjustments</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL INCOME</b>	<b>77,687</b>	<b>313,358</b>	<b>702,466</b>	<b>739,540</b>	<b>622,117</b>	<b>537,802</b>	<b>543,501</b>	<b>902,083</b>	<b>525,209</b>	<b>885,522</b>	<b>542,759</b>	<b>820,257</b>	<b>238,723</b>	<b>7,451,024</b>	<b>(58,336)</b>	<b>-1%</b>
<b>Expense</b>																
<b>Total 1000 · Certificated Salaries</b>	<b>40,272</b>	<b>173,671</b>	<b>294,220</b>	<b>299,112</b>	<b>305,423</b>	<b>288,553</b>	<b>284,856</b>	<b>297,899</b>	<b>297,899</b>	<b>297,899</b>	<b>297,899</b>	<b>297,899</b>	<b>297,899</b>	<b>3,175,600</b>	<b>52,877</b>	<b>2%</b>
<b>Total 2000 · Classified Salaries</b>	<b>22,023</b>	<b>58,995</b>	<b>89,967</b>	<b>93,740</b>	<b>76,266</b>	<b>71,780</b>	<b>79,810</b>	<b>86,373</b>	<b>86,373</b>	<b>86,373</b>	<b>86,373</b>	<b>86,373</b>	<b>86,373</b>	<b>924,443</b>	<b>24,594</b>	<b>3%</b>
<b>3000 · Employee Benefits</b>																
3111 STRS - State Teachers Retirement System	7,692	32,631	54,551	51,227	57,566	54,460	54,408	56,899	56,899	56,899	56,899	56,899	-	597,027	19,612	3%
3311 OASDI - Social Security	1,290	3,438	5,401	5,139	4,224	3,971	4,948	5,355	5,355	5,355	5,355	5,355	-	55,185	3,655	6%
3331 MED - Medicare	886	3,338	5,488	5,565	5,418	5,127	5,288	5,572	5,572	5,572	5,572	5,572	-	58,970	1,604	3%
3401 H&W - Health & Welfare	48,930	72,665	14,385	52,420	20,161	31,511	31,511	31,511	31,511	31,511	31,511	31,511	-	397,626	47,157	11%
3501 SUI - State Unemployment Insurance	31	115	189	192	187	177	182	192	192	192	192	192	-	2,034	55	3%
3601 Workers' Compensation Insurance	-	15,872	11,018	3,968	3,968	3,968	3,968	3,968	3,968	3,968	-	-	-	54,666	(6,576)	-14%
3901 Other Retirement Benefits	-	341	352	374	339	326	1,197	1,296	1,296	1,296	1,296	1,296	-	9,406	4,829	34%
3902 Other Benefits	-	3,403	-	(3,403)	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total 3000 · Employee Benefits</b>	<b>58,828</b>	<b>131,804</b>	<b>91,385</b>	<b>115,481</b>	<b>91,863</b>	<b>99,539</b>	<b>101,502</b>	<b>104,792</b>	<b>104,792</b>	<b>104,792</b>	<b>100,824</b>	<b>69,313</b>	<b>-</b>	<b>1,174,915</b>	<b>70,337</b>	<b>6%</b>
<b>4000 · Supplies</b>																
4111 Core Curricula Materials	-	14,488	651	-	24,675	10,300	1,195	1,195	1,195	1,195	1,195	1,195	1,195	57,282	12,105	17%
4211 Books & Other Reference Materials	-	4,716	647	1,423	935	1,209	1,589	1,589	1,589	1,589	1,589	1,589	1,589	18,466	(9,328)	-102%
4311 Student Materials	479	16,583	11,050	3,693	3,355	2,944	3,448	3,448	3,448	3,448	3,448	3,448	3,448	58,792	-	-
4351 Office Supplies	218	4,011	4,019	3,486	2,499	2,121	3,154	3,154	3,154	3,154	3,154	3,154	3,154	35,276	(3,837)	-12%
4371 Custodial Supplies	217	151	2,084	1,246	472	1,657	1,516	1,516	1,516	1,516	1,516	1,516	1,516	14,925	(1,077)	-8%
4391 Food (Non Nutrition Program)	94	139	5,017	1,079	1,630	806	1,799	1,799	1,799	1,799	1,799	1,799	1,799	19,559	(6,561)	-50%
4392 Uniforms	-	-	-	1,558	5,175	3,589	1,541	1,541	1,541	1,541	1,541	1,541	1,541	19,572	(4,044)	-26%
4393 PE & Sports Equipment	-	-	1,250	2,683	-	-	361	361	361	361	361	361	361	6,097	(1,985)	-48%
4399 All Other Supplies	28	1,016	2,151	1,978	(135)	645	2,495	2,495	2,495	2,495	2,495	2,495	2,495	20,654	-	-
4390 Other Supplies	-	-	-	-	-	-	6,025	6,025	6,025	6,025	6,025	6,025	6,025	65,882	(12,590)	-24%

	Actuals as of 12/31/2023												FORECAST Jul-23 - Jun-24	Budget Variance		
	ACTUAL Jul-23	ACTUAL Aug-23	ACTUAL Sep-23	ACTUAL Oct-23	ACTUAL Nov-23	ACTUAL Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24		Accrual	Better / (Worse)	% Better / (Worse)
4411 Non Capitalized Equipment	2,747	9,775	1,754	645	871	4,114	3,402	3,402	3,402	3,402	3,402	3,402	3,402	40,318	-	
4711 Nutrition Program Food & Supplies	-	334	7,169	21,130	22,779	17,567	6,186	14,692	13,145	10,826	10,826	\$5,826	13,656	144,135	(3,024)	-2%
<b>Total 4000 · Supplies</b>	<b>3,784</b>	<b>51,213</b>	<b>35,792</b>	<b>38,920</b>	<b>63,286</b>	<b>44,951</b>	<b>26,515</b>	<b>35,021</b>	<b>33,474</b>	<b>31,155</b>	<b>31,155</b>	<b>26,155</b>	<b>13,656</b>	<b>435,076</b>	(17,751)	-4%
<b>5000 · Operating Services</b>																
5211 Travel & Conferences	-	250	197	255	161	-	1,942	1,942	1,942	1,942	1,942	1,942	1,942	12,514	(3,699)	-42%
5311 Dues & Memberships	9,171	8,916	180	-	(886)	-	308	308	308	308	308	308	308	19,227	(3,357)	-21%
5451 General Insurance	-	-	-	-	-	-	-	-	-	-	20,000	20,000	-	40,000	-	
5511 Utilities	-	2,043	-	(2,746)	-	2,652	3,174	3,174	3,174	3,174	3,174	3,174	3,174	20,993	(1,796)	-9%
5531 Housekeeping Services	6,099	5,365	3,120	4,150	4,120	3,737	4,823	4,823	4,823	4,823	4,823	4,823	4,823	55,528	(2,023)	-4%
5599 Other Facility Operations & Utilities	-	108	108	(43)	1,647	108	1,315	1,315	1,315	1,315	1,315	1,315	1,315	9,815	2,596	21%
5619 Other Facility Rentals	82,279	92,732	44,733	45,678	44,935	43,725	35,476	35,476	35,476	35,476	35,476	35,476	35,476	566,940	(20,000)	-4%
5621 Equipment Lease	766	2,633	3,524	2,236	854	5,397	1,265	1,265	1,265	1,265	1,265	1,265	1,265	23,000	-	
5631 Vendor Repairs	992	851	-	-	-	-	979	979	979	979	979	979	979	7,714	(3,308)	-75%
5812 Field Trips & Pupil Transportation	-	(360)	-	-	5,954	6,567	5,473	5,473	5,473	5,473	5,473	5,473	5,473	45,000	-	
5821 Legal	-	1,733	120	143	-	-	3,834	3,834	3,834	3,834	3,834	3,834	3,834	25,000	-	
5823 Audit	-	-	-	4,212	-	-	2,335	2,335	2,335	2,335	2,335	2,335	2,335	18,220	(2,482)	-16%
5831 Advertisement & Recruitment	-	-	1,363	-	2,635	-	1,412	1,412	1,412	1,412	1,412	1,412	1,412	12,473	(5,491)	-79%
5842 Special Education Services	-	2,452	16,102	21,400	25,399	25,767	11,480	11,480	11,480	11,480	11,480	11,480	11,480	160,000	-	
5843 Non Public School	-	-	-	-	-	-	2,500	2,500	2,500	2,500	2,500	2,500	-	15,000	-	
5844 After School Services	-	1,800	9,625	2,697	3,571	-	11,886	11,886	11,886	11,886	11,886	11,886	11,886	89,010	-	
5849 Other Student Instructional Services	-	500	8,590	(390)	3,000	2,000	4,383	4,383	4,383	4,383	4,383	4,383	4,383	40,000	-	
5852 PD Consultants & Tuition	2,700	2,700	-	4,275	11,838	(2,700)	5,198	5,198	5,198	5,198	5,198	5,198	5,198	50,000	-	
5854 Nursing & Medical (Non-IEP)	-	-	-	94	-	-	68	68	68	68	68	68	68	500	(500)	100%
5859 All Other Consultants & Services	13,400	24,463	24,800	-	58,378	23,108	11,615	11,615	11,615	11,615	11,615	11,615	11,615	213,836	(33,036)	-18%
5861 Non Instructional Software	12,576	13,343	5,723	366	744	1,332	2,653	2,653	2,653	2,653	2,653	2,653	2,653	50,000	-	
5865 Fundraising Cost	-	-	72	-	-	-	863	863	863	863	863	863	863	5,250	500	9%
5871 District Oversight Fees	-	-	-	-	-	6,958	11,666	11,666	11,666	11,666	11,666	11,666	11,666	76,954	(23,290)	-43%
5872 Special Education Fees (SELPA)	-	-	-	-	767	986	1,164	3,878	1,939	1,939	1,939	1,939	1,939	14,550	(1,271)	-10%
5899 All Other Expenses	197	240	2,278	104	(681)	842	781	781	781	781	781	781	781	7,670	2,692	26%
5911 Office Phone	1,768	-	2,512	1,349	1,321	-	1,554	1,554	1,554	1,554	1,554	1,554	1,554	16,276	4,627	22%
5921 Internet	-	-	6,148	3,248	3,074	3,078	5,409	5,409	5,409	5,409	5,409	5,409	5,409	48,000	-	
5923 Website Hosting	-	-	16	-	-	-	685	685	685	685	685	685	685	4,125	-	
5931 Postage & Shipping	-	97	337	121	229	42	87	87	87	87	87	87	87	1,347	(194)	-17%
5999 Other Communications	-	12	132	12	12	12	13	13	13	13	13	13	13	258	(89)	-52%
<b>Total 5000 · Operating Services</b>	<b>129,947</b>	<b>159,878</b>	<b>129,681</b>	<b>87,159</b>	<b>167,071</b>	<b>123,611</b>	<b>134,340</b>	<b>137,054</b>	<b>135,115</b>	<b>135,115</b>	<b>155,115</b>	<b>155,115</b>	<b>-</b>	<b>1,649,202</b>	(90,122)	-6%
<b>6000 · Capital Outlay</b>																
6901 Depreciation Expense	3,856	3,856	3,856	3,856	4,366	4,008	4,008	4,008	4,008	4,008	4,008	4,008	4,008	47,849	(2,326)	-5%
6911 Amortization Expense - Lease Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total 6000 · Capital Outlay</b>	<b>3,856</b>	<b>3,856</b>	<b>3,856</b>	<b>3,856</b>	<b>4,366</b>	<b>4,008</b>	<b>4,008</b>	<b>4,008</b>	<b>4,008</b>	<b>4,008</b>	<b>4,008</b>	<b>4,008</b>	<b>-</b>	<b>47,849</b>	(2,326)	-5%
<b>7000 · Other Outgo</b>																
7438 Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total 7000 · Other Outgo</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENSE</b>	<b>258,710</b>	<b>579,417</b>	<b>644,900</b>	<b>638,267</b>	<b>708,273</b>	<b>632,443</b>	<b>631,031</b>	<b>665,147</b>	<b>661,661</b>	<b>659,342</b>	<b>675,374</b>	<b>638,863</b>	<b>13,656</b>	<b>7,407,084</b>	37,609	1%
<b>NET INCOME</b>	<b>(181,023)</b>	<b>(266,058)</b>	<b>57,566</b>	<b>101,273</b>	<b>(86,157)</b>	<b>(94,641)</b>	<b>(87,530)</b>	<b>236,936</b>	<b>(136,452)</b>	<b>226,180</b>	<b>(132,615)</b>	<b>181,394</b>	<b>225,067</b>	<b>43,940</b>	<b>(20,727)</b>	<b>-32%</b>
<b>Operating Income</b>														<b>91,788</b>		
<b>EBITDA</b>														<b>91,788</b>		
<b>Beginning Cash Balance</b>	2,878,342	3,003,481	2,940,288	2,989,314	3,061,113	3,072,903	2,984,576	2,954,915	3,206,098	3,073,655	3,303,844	3,175,237	3,201,209	2,878,342	32,276	
<b>Cash Flow from Operating Activities</b>																
Net Income	(181,023)	(266,058)	57,566	101,273	(86,157)	(94,641)	(87,530)	236,936	(136,452)	226,180	(132,615)	181,394	225,067	43,940	(20,727)	
Change in Accounts Receivable																
Prior Year Accounts Receivable	409,654	62,328	27,283	24,041	955	57,229	53,861	10,239	-	-	-	-	-	645,589	(103,554)	
Current Year Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	(459,914)	(277,013)	
Change in Due from	(13,239)	(30,120)	-	26,479	16,631	(640)	-	-	-	-	-	-	-	(890)	(890)	
Change in Accounts Payable	(17,665)	40,497	(57,992)	(30,495)	81,792	(36,909)	-	-	-	-	-	49,100	13,656	41,984	50,585	
Change in Due to	(147)	(7,331)	(9,785)	(6,865)	(904)	(12,868)	-	-	-	-	-	-	-	(37,900)	251,394	
Change in Accrued Vacation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Change in Payroll Liabilities	(73,604)	41,895	30,272	3,914	(833)	(4,507)	-	-	-	-	-	-	-	(2,862)	(2,862)	
Change in Prepaid Expenditures	(2,690)	96,740	(2,173)	-	-	-	-	-	-	-	-	-	(208,531)	(116,654)	40,452	
Change in Deposits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	Actuals as of						12/31/2023	FORECAST	Budget Variance	
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Accrual	Jul-23 - Jun-24	Better / (Worse)	% Better / (Worse)
Change in Deferred Revenue	-	-	-	(50,405)	(2,049)	-							221,191	168,737	168,737	
Change in Other Long Term Assets	-	-	-	-	-	-								-		
Change in Other Long Term Liabilities	-	-	-	-	-	-								-		
Depreciation Expense	3,856	3,856	3,856	3,856	4,366	4,008	4,008	4,008	4,008	4,008	4,008	4,008		47,849	2,326	
<b>Cash Flow from Investing Activities</b>	-	-	-	-	-	-										
Capital Expenditures	-	(5,000)	-	-	(2,010)	-	-	-	-	-	-	-		(7,010)	82,990	
<b>Cash Flow from Financing Activities</b>	-	-	-	-	-	-										
Source - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-		-	-	
Use - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-		-	-	
Source - Loans	-	-	-	-	-	-	-	-	-	-	-	-		-	-	
Use - Loans	-	-	-	-	-	-	-	-	-	-	-	-		-	-	
<b>Ending Cash Balance</b>	<b>3,003,481</b>	<b>2,940,288</b>	<b>2,989,314</b>	<b>3,061,113</b>	<b>3,072,903</b>	<b>2,984,576</b>	<b>2,954,915</b>	<b>3,206,098</b>	<b>3,073,655</b>	<b>3,303,844</b>	<b>3,175,237</b>	<b>3,201,209</b>	<b>3,201,209</b>	<b>3,201,209</b>	<b>223,714</b>	



## Elevate School Financial Analysis December 31, 2023

### Net Income

Elevate School is projected to have a net income of \$43,940 in the Fiscal Year 2023-24. This is \$20,727 less than the current board-approved budget.

### Balance Sheet

As of December 31, 2023, the school's operating cash balance was \$1,967,220, with an additional amount of \$1,017,356 reserved for Economic Uncertainty. At the end of the year, the school's reserve balance will increase to \$1,111,063.

As of December 31, 2023, the Accounts Receivable balance was \$260,946. The balance primarily consists of LCFF, Child Nutrition, and ESSER payments from FY22-23.

As of December 31, 2023, the Accounts Payable balance, including payroll liabilities, totaled \$161,820. The balance consists of \$45,287 for current payables, \$83,985 for current payroll liabilities, and \$32,547 for accrued payroll vacation.

### Income Statement

#### *Revenue*

Total revenue for Fiscal Year 2023-24 is projected to be \$7,451,024, which is \$58,336 less than the board-approved budget.

- LCFF is projected to be \$171,001 unfavorable based on a 476 enrollment and 95.5% ADA, resulting in a 455.44.
- Federal Revenue is projected to be \$22,250 favorable due to an increase in PCSGP allocation.
- Other State Revenue is projected to be \$25,338 favorable due to an increase in the State Mental Health rate.
- Other Local Revenue is projected to be \$65,077 favorable due to an increase in State SPED Revenue and Interest Income.

#### *Expenses*

Total expenses for the year are projected to be \$7,407,084. This is \$37,609 less than the budgeted amount.

- Certificated Salaries are projected to be \$52,877 less than the budgeted amount due primarily to an adjustment to the FTE for staff members.
- Operating Expenses are projected to be \$90,122 more than the budgeted amount due primarily to higher expenses in All Other Consultants & Services and District Oversight Fees.

### ADA & Enrollment

Financials were calculated based on an enrollment of 476 and an ADA percentage of 95.5%, resulting in an Average Daily Attendance of 455.44. Budgeted enrollment was 488 with a 96.2% ADA percentage, resulting in an Average Daily Attendance of 469.50.



**Elevate School  
Check Register  
From 12/01/2023 to 12/31/2023**

Check #	Vendor Name	Date	Description	Amount
1002917	MADELINE PERRY	12/5/2023	REIM091123MP	63.15
1002918	ANGELA GONZALEZ	12/5/2023	REIM091123AG	23.51
1002919	CAMILLE KLEPACZ	12/5/2023	REIM091123CK, REIM091123CK.3	150.00
1002920	ALEXANDRA CRAFT	12/5/2023	REIM091123AC	40.26
1002921	MADELINE PERRY	12/14/2023	REIM092623MP	12.93
1002922	ARIANNA MARRIOTTI	12/14/2023	REIM092023AD	83.34
1456M	TONY LAW	12/4/2023	11/23 - CUSTODIAL SERVICES	330.75
2312011-1019M	URBAN STICKER LLC	12/1/2023	DIE CUT STICKER	78.97
2312040-1019M	HEALTH NET OF CALIFORNIA, INC	12/4/2023	12/23 - HEALTH PREMIUM	15,319.79
2312060-1019M	CHOICE BUILDER ADMINISTRATORS	12/6/2023	01/24 - HEALTH PREMIUM	4,201.97
2312061-1019M	MUTUAL OF OMAHA INSURANCE COMPANY	12/6/2023	12/23 - HEALTH PREMIUM	1,366.67
2312080-1019M	CHARTERSAFE	12/8/2023	12/23 - WORKERS' COMPENSATION	3,968.00
2312150-1019M	MUTUAL OF OMAHA INSURANCE COMPANY	12/15/2023	01/24 - HEALTH PREMIUM	1,364.99
2312220-1019M	ASSURITY LIFE INSURANCE COMPANY	12/22/2023	12/23 - HEALTH PREMIUM	2,500.26
2312260-1019M	KAISER FOUNDATION HEALTH PLAN INC	12/26/2023	01/24 - HEALTH PREMIUM	14,699.60
2312280-1019M	BUSINESS CARD	12/28/2023	11/07/23-12/06/23 - CREDIT CARD PURCHASES	11,595.38
2312291-1019M	CHARTER TECH SERVICES	12/29/2023	(1) WIFI WIRELESS ACCESS POINT	300.62
A013914	ODP BUSINESS SOLUTIONS LLC	12/4/2023	COPY PAPER, EASEL PADS, PAPER TOWELS, TISSUE	1,487.21
A013915	OPEN WORKS	12/4/2023	11/23 - JANITORIAL SERVICES AT TS CAMPUS	2,734.00
A014031	ODP BUSINESS SOLUTIONS LLC	12/11/2023	MARKERS, COPY PAPER, NOTEBOOK PAPER, PENCILS	162.67
A014032	OPEN WORKS	12/11/2023	12/23 - JANITORIAL SERVICES AT TS CAMPUS	2,734.00
A014033	MICHELLE SAN PEDRO	12/11/2023	CLASSROOM SUPPLIES, SNACKS	110.81
A014034	DENISE FINNEY	12/11/2023	11/30/23 - EDUCATIONAL CONSULTATION	1,000.00
A014153	TOP NOTCH CATERING	12/15/2023	11/23 - MEALS	17,566.50
A014154	SOUND THERAPIES, INC.	12/15/2023	11/23 - SPEECH & LANGUAGE THERAPY	10,958.08
A014155	DBA CITY VIEW CHURCH	12/15/2023	01/24 - OFFICE SPACE & MS CAMPUS RENTAL	20,000.00
A014251	EXED	12/20/2023	10/23 - MANAGEMENT CONTRACT FEE, CALPADS & SIS SUPPORT SERV	11,206.56
A014252	DENISE FINNEY	12/20/2023	12/04/23-12/07/23 - EDUCATIONAL CONSULTATION	2,000.00
A014253	ODP BUSINESS SOLUTIONS LLC	12/20/2023	OFFICE SUPPLIES & BATTERIES	815.06
A014345	EXED	12/28/2023	11/23 - MANAGEMENT CONTRACT FEE, CALPADS & SIS SUPPORT SERV	11,197.18
E012688	FRANKLIN COVEY CLIENT SALE INC.	12/4/2023	STUDENT LEADERSHIP GUIDE	34.84
E012964	CINTAS	12/20/2023	MICROFIBER TOWELS, SIG SANTS, SANITIZER FOR TS CAMPUS	99.33
P045999	CHARTER TECH SERVICES	12/4/2023	09/23 - MONTHLY TECH SERVICE	9,000.00
P046000	SHARP ELECTRONICS CORPORATION	12/4/2023	10/26/23-11/26/23 - COPIER LEASE	764.13
P046001	FAITH COMMUNITY CHURCH	12/4/2023	ROOM RENTAL -FOR VETERANS DAY	525.00
P046002	CHARTER TECH SERVICES	12/4/2023	07/23 - MONTHLY TECH SERVICE	8,100.00
P046003	CHARTER TECH SERVICES	12/4/2023	02/23 - MONTHLY TECH SERVICE	8,400.00
P046004	CHARTER TECH SERVICES	12/4/2023	10/22 - MONTHLY TECH SERVICE	8,400.00
P046005	CHARTER TECH SERVICES	12/4/2023	09/22 - MONTHLY TECH SERVICE	2,100.00
P046333	KCE CHAMPIONS LLC	12/11/2023	10/02/23-10/27/23 - AFTER SCHOOL TUITION	2,249.43
P046334	IDENTITY THEFT GUARD SOLUTIONS, INC	12/11/2023	11/23 - IDENTITY THEFT PROTECTION	492.59
P046335	SPECIALIZED THERAPY SERVICES, INC	12/11/2023	10/23 - APE & NURSING SERVICES	4,841.25
P046336	SANDRA ALKTAN	12/11/2023	WALMART - POSTER BOARDS	24.14
P046337	AZTEC LEASING, INC (SMX6071)	12/11/2023	11/10/23-12/09/23 - COPIER LEASE	261.84
P046338	THE UNIFORM STORE	12/11/2023	PULLOVER HOODED SWEATSHIRTS	3,589.18
P046339	JUNIOR ACHIEVEMENT OF SAN DIEGO COUNTY	12/11/2023	02/09/24 - BIZTOWN FIELD TRIP	1,617.00
P046340	MARITIME MUSEUM ASSOCIATION OF SAN DIEGO	12/11/2023	12/1-2/23 - EDUCATION PROGRAM - VOYAGE OF HOPE	4,950.00
P046341	APEX THERAPIES, INC	12/11/2023	11/23 - OCCUPATIONAL THERAPY SERVICES	5,556.00
P046342	LAURA T GONZALEZ	12/11/2023	THE PLACE THAT SHIPS - DOJ CHECK & FINGERPRINTING	84.00
P046343	SAN DIEGO COUNTY OFFICE OF EDUCATION	12/11/2023	FY23-24 TEACHER INDUCTION	9,000.00
P046344	AZTEC LEASING, INC	12/11/2023	11/27/23-12/26/23 - COPIER LEASE	765.94
P046713	FAITH COMMUNITY CHURCH	12/15/2023	01/24 - RENT & CREDIT	24,453.34
P047035	GOVCONNECTION INC	12/20/2023	HEADPHONES	1,013.93
P047233	JEREMIAH GIRARD	12/28/2023	11/27/23-12/15/23 - MAINTENANCE & CUSTODIAL SERVICES	672.00
P047234	SAN DIEGO STATE UNIVERSITY FOUNDATION	12/28/2023	NO. 221121 - NCUST FOR THE PERIOD 07/01/2023 THRU 06/30/2024	6,000.00
<b>Total</b>				<b>241,066.20</b>



# Coversheet

## LCAP Mid-Year Update

**Section:** II. Agenda Items  
**Item:** C. LCAP Mid-Year Update  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Elevate LCAP Midyear Report - Final.pdf

## Elevate School 2023-24 LCAP Mid-year Update – Outcome Data

### Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24																																																																								
CAASPP ELA Source: CDE	2018-19: 85.4% Met and exceeded standard	2020-21: 75.5% met/exceeded standard	2021-22: 85.93% Met and exceeded standard	2022-23: 79.8% Met and exceeded standard	78% met/exceeded standards																																																																								
CAASPP Math Source: CDE	2018-19: 86.13% Met and exceeded standard	2020-21: 59.5% met/exceeded standard	2021-22: 75.28% Met and exceeded standard	2022-23: 69.18% Met and exceeded standard	63% met/exceeded standards																																																																								
CA Science Test: Gr 5 Source: CDE	2018-19: 70.73% met/exceeded	2020-21: not administered	2021-22: 54.17% Met and exceeded standard	2022-23: 59.46% Met and exceeded standard	72% met/exceeded standards																																																																								
CA Science Test: Gr 8 Source: CDE	N/A – Did not serve grade 8	N/A – Did not serve grade 8	N/A – Did not serve grade 8	2022-23: 52.63% Met and exceeded standard	2022-23 will serve as a baseline																																																																								
Attendance Rate Source: CALPADS	2019-20: 98%	2020-21: 98%	2021-22: 94.1%	2022-23: 95.0%	>95%																																																																								
Chronic absenteeism Rate. Source: Dataquest	2018-19: 3.9%	2020-21: 1.9%	<table border="1"> <thead> <tr> <th colspan="3">2021-22 CHRONIC ABSENTEEISM</th> </tr> <tr> <th></th> <th>Number</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>Schoolwide</td> <td>57</td> <td>13.1%</td> </tr> <tr> <td>African American</td> <td>6</td> <td>9.1%</td> </tr> <tr> <td>Asian</td> <td>3</td> <td>16.7%</td> </tr> <tr> <td>Filipino</td> <td>2</td> <td>11.8%</td> </tr> <tr> <td>Hispanic</td> <td>18</td> <td>16.7%</td> </tr> <tr> <td>White</td> <td>19</td> <td>12.6%</td> </tr> <tr> <td>Two or More Races</td> <td>9</td> <td>12.3%</td> </tr> <tr> <td>English Learners</td> <td>8</td> <td>17.4%</td> </tr> <tr> <td>SWD</td> <td>14</td> <td>21.9%</td> </tr> <tr> <td>SED</td> <td>21</td> <td>11.5%</td> </tr> </tbody> </table>	2021-22 CHRONIC ABSENTEEISM				Number	Rate	Schoolwide	57	13.1%	African American	6	9.1%	Asian	3	16.7%	Filipino	2	11.8%	Hispanic	18	16.7%	White	19	12.6%	Two or More Races	9	12.3%	English Learners	8	17.4%	SWD	14	21.9%	SED	21	11.5%	<table border="1"> <thead> <tr> <th colspan="3">2022-23 CHRONIC ABSENTEEISM</th> </tr> <tr> <th></th> <th>Number</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>Schoolwide</td> <td>51</td> <td>10.6%</td> </tr> <tr> <td>African American</td> <td>2</td> <td>2.7%</td> </tr> <tr> <td>Asian</td> <td>1</td> <td>4.5%</td> </tr> <tr> <td>Filipino</td> <td>0</td> <td>0.0%</td> </tr> <tr> <td>Hispanic</td> <td>25</td> <td>21.7%</td> </tr> <tr> <td>White</td> <td>15</td> <td>9.2%</td> </tr> <tr> <td>Two or More Races</td> <td>8</td> <td>9.9%</td> </tr> <tr> <td>English Learners</td> <td>4</td> <td>11.4%</td> </tr> <tr> <td>SWD</td> <td>11</td> <td>13.3%</td> </tr> <tr> <td>SED</td> <td>22</td> <td>10.5%</td> </tr> </tbody> </table>	2022-23 CHRONIC ABSENTEEISM				Number	Rate	Schoolwide	51	10.6%	African American	2	2.7%	Asian	1	4.5%	Filipino	0	0.0%	Hispanic	25	21.7%	White	15	9.2%	Two or More Races	8	9.9%	English Learners	4	11.4%	SWD	11	13.3%	SED	22	10.5%	<6%
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Middle School Dropout Rate Source: CALPADS	2019-20: 0%	2020-21: 0%	2021-22: 0%	2022-23: 0%	0%																																																												
Facilities in “good” repair as measured by FIT (Source)	2020-21: Good (all sites)	2021-22: Good (all sites)	2022-23: Good (all sites)	2023-24: Good	Good (all sites)																																																												
% Of Fully credentialed & Appropriately assigned Teachers Source: CalSAAS	2020-21: 100%	2021-22: 93%	2022-23: 96%	2023-24: 93%	100%																																																												
Suspension Rate Source: Dataquest	2019-20: 0%	2020-21: 0%	<table border="1"> <thead> <tr> <th colspan="3">2021-22 SUSPENSION</th> </tr> <tr> <th></th> <th>Number</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>Schoolwide</td> <td>8</td> <td>0.9%</td> </tr> <tr> <td>African American</td> <td>0</td> <td>0.0%</td> </tr> <tr> <td>Asian</td> <td>0</td> <td>0.0%</td> </tr> <tr> <td>Hispanic</td> <td>0</td> <td>0.0%</td> </tr> <tr> <td>White</td> <td>8</td> <td>2.6%</td> </tr> <tr> <td>Two or More Races</td> <td>0</td> <td>0.0%</td> </tr> </tbody> </table>	2021-22 SUSPENSION				Number	Rate	Schoolwide	8	0.9%	African American	0	0.0%	Asian	0	0.0%	Hispanic	0	0.0%	White	8	2.6%	Two or More Races	0	0.0%	<table border="1"> <thead> <tr> <th colspan="3">2022-23 SUSPENSION</th> </tr> <tr> <th></th> <th>Number</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>Schoolwide</td> <td>4</td> <td>0.8%</td> </tr> <tr> <td>African American</td> <td>0</td> <td>0.0%</td> </tr> <tr> <td>Asian</td> <td>1</td> <td>4.5%</td> </tr> <tr> <td>Filipino</td> <td>0</td> <td>0.0%</td> </tr> <tr> <td>Hispanic</td> <td>2</td> <td>1.7%</td> </tr> <tr> <td>White</td> <td>1</td> <td>0.6%</td> </tr> <tr> <td>Two or More Races</td> <td>0</td> <td>0.0%</td> </tr> <tr> <td>English Learners</td> <td>0</td> <td>0.0%</td> </tr> <tr> <td>SED</td> <td>2</td> <td>0.9%</td> </tr> <tr> <td>SWD</td> <td>0</td> <td>0.0%</td> </tr> </tbody> </table>	2022-23 SUSPENSION				Number	Rate	Schoolwide	4	0.8%	African American	0	0.0%	Asian	1	4.5%	Filipino	0	0.0%	Hispanic	2	1.7%	White	1	0.6%	Two or More Races	0	0.0%	English Learners	0	0.0%	SED	2	0.9%	SWD	0	0.0%	<2%
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Expulsion Rate Source: Dataquest	2019-20: 0%	2020-21: 0%	2021-22: 0%	2022-23: 0%	<1%																																																												
Student Survey: Student Perception of School Safety & Connectedness Source; Internal survey	2020-21: 80% Sense of safety 92% School connectedness	2021-22: 86% Sense of safety 76% School connectedness	2022-23: 86% Sense of safety 75% School connectedness	2023-24: In Progress	>80%																																																												

<p>Parent Survey: Sense of safety &amp; school connectedness Source; Internal survey</p>	<p>2020-21: 99% Sense of safety 94% School connectedness</p>	<p>2021-22: 98% Sense of safety 98% School connectedness</p>	<p>2022-23: 95% Sense of safety 100% School connectedness</p>	<p>2023-24: In Progress</p>	<p>&gt;80%</p>
<p>Teacher/staff Survey: Sense of safety &amp; school connectedness Source; Internal survey</p>	<p>2020-21: 97% Sense of safety 97% School connectedness</p>	<p>2021-22: 71% Sense of safety 84% School connectedness</p>	<p>2022-23: 96% Sense of safety 96% School connectedness</p>	<p>2023-24: In Progress</p>	<p>&gt;80%</p>
<p>Parent Input in Decision-making including Unduplicated Pupils (UP) &amp; Students with Disabilities (SWD) As measured by CDE's Priority 3: Self-reflection Tool (source)</p>	<p>2020-21: CDE's Self-reflection Tool (Questions 5-8) 5. 4 6. 4 7. 4 8. 4</p>	<p>2021-22: CDE's Self-reflection Tool (Questions 5-8) 5. 3 6. 3 7. 4 8. 4</p>	<p>2022-23: CDE's Self-reflection Tool (Questions 5-8) 5. 4 6. 4 7. 4 8. 4</p>	<p>2023-24: In Progress</p>	<p>Rating of 4+</p>
<p>Parent Participation in Programs including Parents of UP &amp; SWD: As measured by CDE's Priority 3: Self-reflection Tool (source)</p>	<p>2020-21: CDE's Self-reflection Tool (Questions 1-4) 1. 4 2. 4 3. 4 4. 4</p>	<p>2021-22: CDE's Self-reflection Tool (Questions 1-4) 1. 4 2. 4 3. 4 4. 3</p>	<p>2022-23: CDE's Self-reflection Tool (Questions 1-4) 1. 4 2. 4 3. 4 4. 4</p>	<p>2023-24: In Progress</p>	<p>Rating 4+</p>

Elevate School - LCAP Midyear Update

<b>1</b>	<b>Goal Description</b>	Continue to implement an infrastructure for ongoing analysis of student achievement data; reading/writing assessments and demographics to measure program efficacy and ensure maximization of physical, human, and financial resources; to ensure equitable services for all students and student groups.	<b>State Priority Addressed</b>		
			<input checked="" type="checkbox"/>	1. Basic Services	
			<input type="checkbox"/>	2. Implementation of State Standards	
			<input type="checkbox"/>	3. Parent Involvement	
			<input checked="" type="checkbox"/>	4. Student Achievement	<b>Expenditure Mid-year Update</b>
			<input checked="" type="checkbox"/>	5. Student Engagement	<input checked="" type="checkbox"/> First Interim
			<input type="checkbox"/>	6. School Climate	<input type="checkbox"/> December 31, 2023
			<input type="checkbox"/>	7. Course Access	<input type="checkbox"/> Second Interim
		<input type="checkbox"/>	8. Student Outcomes	<input type="checkbox"/> Other	
	<b>Goal Explanation</b>	We continue to build a cohesive K-8 program that allows all students to be successful in academics and in SEL.			

#	Action Title	Action Description	Implementation Level	Overall Implementation Action & Substantive Difference	Total Funds Budgeted	Mid-year Expenditures	Contributing
1	Admin & Educators that Support the Educational Program	<p>Elevate will employ an Executive Director and a total of 21 appropriately credentialed teachers for students in grades K-8, to provide instruction in core subject areas: ELA, Math, Science, Social Studies, and Physical Education as part of the school's educational program. Elevate will provide its students with 176 instructional days.</p> <p>All teachers will participate in 9 days of intensive Summer Professional Development, to prepare for the 2023-24 school year, and an additional 4 non-instructional days during the academic year for professional development to focus on data analysis and application. All teachers will also participate in weekly Professional Development and/or staff development during the school year.</p>	<input type="checkbox"/> Fully Implemented <input checked="" type="checkbox"/> Partially Implemented <input type="checkbox"/> Not Implemented	Elevate School currently employs an Executive Director and 21 appropriately credentialed and assigned teachers. We plan to provide 176 instructional days this school year. All teachers have participated in summer professional development and weekly during the academic school year.	\$2,475,185.00	\$509,405.00	<input type="checkbox"/>
2	Measuring Student Progress - Assessments	<p>To assess learning gaps, monitor student progress and develop annual growth targets, it is essential to administer evidence-based standards-aligned assessments. Students will be assessed using i-Ready reading and math assessments for K-8 (3 times/year), Illuminate benchmark assessments; and Fountas &amp; Pinnell Benchmark assessments (K-5), to provide baseline performance (fall); and develop trimester growth targets, measure, and monitor student academic progress and identify whether students require additional academic support.</p> <p>Educlimber data management system will be utilized to create data-rich reports that will be used to strengthen MTSS implementation.</p> <p>The State Board of Education (SBE) has approved Curriculum Associates i-Ready Assessments as a verified data source. i-Ready is a comprehensive assessment and instruction program that empowers educators with the resources they need to help all students succeed. By connecting Diagnostic data and Personalized Instruction, i-Ready reduces complexity, saves educators time, and makes differentiated instruction achievable in every classroom for each student. i-Ready provides user-friendly dashboards and reports with actionable data that provides teachers with a foundational understanding of each student's strengths and areas of need. i-Ready's online lessons provide tailored instruction and practice for each student to accelerate growth.</p>	<input type="checkbox"/> Fully Implemented <input checked="" type="checkbox"/> Partially Implemented <input type="checkbox"/> Not Implemented	Elevate has administered i-Ready assessments twice so far (Fall & Winter). We continue to utilize EduClimber to monitor student academic growth, but for monitoring behavior we are in the development phase. Our teachers utilize EduClimber during grade level discussions on how to support student growth; and enrichment occurs at the end of each unit of study.	\$59,284.00	\$10,633.00	<input type="checkbox"/>

Elevate School - LCAP Midyear Update

3	Addressing Academic Needs to Accelerate Learning	<p>Students will receive additional support with our RTI interventionists to address areas for growth. Needs are identified through multiple types of assessment data and an individualized approach to meeting those needs is provided in a small group setting, through both push-in and pull-out supports. Elevate uses an accelerated learning model for learning recovery resulting from the pandemic and for students who have gaps in learning that may be due to military relocation or family moves led by the RTI Coordinator.</p> <p>Elevate will employ substitute teachers on-staff to maintain continuity of instruction, avoid disruptions in learning, and assist the RTI team.</p> <p>Students will also have access to Achieve 3000, a supplemental online literacy program that provides nonfiction reading content to students in grades TK-8 and focuses on building phonemic awareness, phonics, fluency, reading comprehension, vocabulary, and writing skills. It has a rating of "strong" from Evidence for ESSA, based on a wide body of research, including a gold standard study, for demonstrating accelerated literacy growth for students across grade levels and abilities. It allows for a systematic and flexible approach to measuring growth, forecasting performance, targeting instruction, and creating a culture of literacy that supports all students. Achieve 3000 supports students to continue to accelerate their literacy growth in order to be on track for academic success.</p> <p>Elevate will partner with Champions to offer expanded learning opportunities through after-school academic &amp; social enrichment, and summer programming; and provide access to low-income and foster youth (ELO-P funded).</p>	<input type="checkbox"/> Fully Implemented <input checked="" type="checkbox"/> Partially Implemented <input type="checkbox"/> Not Implemented	<p>Elevate has 8 interventionists providing services to students in grades K-5: (1) Kindergarten, (2) grades 1 and 2, (1) grade 3, and (3) grades 4 and 5. This configuration allows each classroom to have two ELA RTI groups and two math RTI groups.</p> <p>Currently there are 112 students receiving ELA interventions in grades K-5 and 83 students receiving math interventions. Participation in RTI groups is closely monitored for each session. Our students receive regular progress monitoring every 8-10 weeks which is tracked in EduClimber.</p> <p>Interventionists provide push-in support for RTI students when they are not meeting with their scheduled RTI groups, ensuring consistent support and collaboration within the classroom.</p> <p>Substitute teachers were hired to ensure continuity of instruction to fill-in during teacher absences. We continue building our ELO-P program options for after school alongside our partnership with Champions.</p> <p>Students in grade 3-8 access articles in Achieve 3000 to strengthen their non-fiction literacy options and further grow their Lexile Levels for college/career readiness. This year, we're piloting Illustrative Math curriculum for students in Grades 6-8 and so far there is solid consistent growth. Additionally, students who have traditionally struggled with math are showing the most growth.</p>	\$552,504.00	\$119,483.00	<input checked="" type="checkbox"/>
4	Addressing Social-Emotional & Behavioral Student Needs	<p>Elevate is committed to providing social and emotional supports to address the mental health need of our students. The Dean of Students will lead schoolwide implementation of restorative practices/SEL, student Lighthouse Team that promotes positive school culture, lead schoolwide implementation of MTSS Framework, address student behavioral issues with de-escalation techniques. In addition, the Dean will provide instructional coaching for teachers to ensure consistency at each site on classroom management and instructional practices, utilizing EduClimber with behavior intervention.</p> <p>Counselors will provide SEL counseling services for students and collaborate with the Dean of Students utilizing EduClimber as part of the MTSS Framework.</p>	<input type="checkbox"/> Fully Implemented <input checked="" type="checkbox"/> Partially Implemented <input type="checkbox"/> Not Implemented	<p>Elevate has fully implemented the Leader in Me framework school-wide, and monthly student screeners at the middle school level. Our counselors provide lessons at each grade level on a monthly basis. The Deans and Counselors have implemented restorative practices schoolwide. Additionally, the Deans and our Assistant Director provide coaching for teachers during weekly collaboration and in ongoing conversations during teacher preps and other times throughout the school week.</p> <p>Our work with MTSS is partially implemented. Our new team was structured in June 2023 and will continue to grow in January to include at least one Dean and our ELD Teacher. Bi-monthly meeting have been occurring, but will continue to occur with our additional members in January 2024.</p>	\$527,366.00	\$145,285.00	<input type="checkbox"/>
5	Maintaining Safe & Clean School Facilities	<p>Elevate School strives to provide all students and staff with safe and clean school facility sites.</p> <p>Annually, Elevate School will complete the Facility Inspection Tool (FIT) report and address any issues/findings at each school site. Results from the annual FIT will be reported on the school's SARC, LCAP, and CA Schools Dashboard (Local Indicators Report).</p>	<input checked="" type="checkbox"/> Fully Implemented <input type="checkbox"/> Partially Implemented <input type="checkbox"/> Not Implemented	<p>Elevate administers the FIT report for each site and the results are reported annually on the LCAP, SARC, and Local Indicators. Our facilities are well maintained, clean, and safe.</p>	\$561,152.00	\$236,280.00	<input type="checkbox"/>
		<p>The action plan for Special Education strongly emphasizes establishing effective systems and procedures to support the needs of students with special needs in our</p>		<p>Our SPED department has established the framework and identified team members as well as implemented efforts in</p>			

Elevate School - LCAP Midyear Update

6	Services to Support Students with Disabilities (SWD)	<p>systems and procedures to support the needs of students with special needs in our district. The department will use several data points in areas such as student achievement data, behavior and attendance records, and feedback from parents and stakeholders for comprehensive data review and analysis to implement systems and procedures. Our current strengths lie in the dedicated Special Education (SPED) team and the collaborative efforts with all other departments. The SPED team will engage in targeted professional development (PD) sessions to further enhance knowledge and practices, including training on legal and procedural requirements, documentation, and reporting, workshops on differentiated instruction, inclusive teaching strategies, and behavior management techniques. These PD opportunities will enable the SPED team to implement inclusive, equitable, research-based practices. Additionally, Special Education teachers will collaborate closely with General Education teachers to establish consistent protocols for modifying lessons, implementing accommodations, and providing appropriate classroom support. Ongoing collaboration and analysis of data will ensure that our systems and procedures are responsive, efficient, and continuously refined to meet the unique needs of our special education students.</p>	<input type="checkbox"/> Fully Implemented	<p>refined team members as well as implemented strategies in systems and procedures to support the needs of students receiving special education services. We added a Director of Special Education who also oversees MTSS; and currently have 3 Ed Specialists. All staff members in the SPED department utilize data to inform services and supports to be provided to students and tailor them to student specific needs.</p> <p>The SPED team currently provides professional development to teachers and support staff members on the legal requirements and best practices to support all students. Additionally, the SPED team currently consult and collaborate with general education teachers and staff members on various ways to effectively implement student's IEPs in the classroom. The SPED team at Elevate continues to collaborate to enhance the systems and supports that are being implemented as well as refine them in their evolution towards better meeting the needs of all learners.</p>	\$882,608.00	\$220,705.00	<input type="checkbox"/>
			<input checked="" type="checkbox"/> Partially Implemented				
			<input type="checkbox"/> Not Implemented				

Elevate School - LCAP Midyear Update

<b>2</b>	<b>Goal Description</b>	Provide all students with high quality rigorous Standards-aligned curriculum and a STEAM-Project-based learning environment that promotes writing across the curriculum, with relevant learning experiences that elicits critical thinking and problem-solving skills.	<b>State Priority Addressed</b>		
			<input type="checkbox"/> 1. Basic Services		
			<input checked="" type="checkbox"/> 2. Implementation of State Standards		
			<input type="checkbox"/> 3. Parent Involvement		
	<b>Goal Explanation</b>	Our PBL Projects are standards aligned and are woven throughout all curricular areas and are central to our units of study	<b>Expenditure Update</b>		
			<input checked="" type="checkbox"/> 4. Student Achievement	<input checked="" type="checkbox"/>	First Interim
			<input type="checkbox"/> 5. Student Engagement	<input type="checkbox"/>	December 31, 2023
			<input checked="" type="checkbox"/> 6. School Climate	<input type="checkbox"/>	Second Interim
		<input type="checkbox"/> 7. Course Access	<input type="checkbox"/>	Other	
		<input type="checkbox"/> 8. Student Outcomes	<input type="checkbox"/>		

#	Action Title	Action Description	Implementation Level	Overall Implementation Action & Substantive Difference	Total Funds Budgeted	Mid-year Expenditures	Contributing
<b>1</b>	Professional Development	<p>Elevate School educators will participate in a robust evidence-based professional development starting with 10- days of Summer Professional Development, 3 non-instructional days during the academic school year and weekly professional/staff development during the year. All teachers will receive ongoing coaching, and feedback led by the Director of Instruction.</p> <p>Professional Development and instructional coaching for the 2023-24 school year will focus on supporting struggling learners including EL and SWD with academic discourse; to ensure best practices are shared among grade levels and with the integration of Project-based Learning, that is student controlled and student-focused. The Math Instructional Coach will provide coaching for middle school math teachers, lead professional development and conduct classroom observations, and feedback cycles. Teachers will receive feedback from observations conducted by the Deans as part of the coaching cycle and will be provided with planning to ensure rigor and relevance.</p> <p>NCUST will provide coaching for the Administrative Team and the Dean of Students to build capacity, strengthen the academic program with a focus on equity for all students.</p> <p>To support teacher effectiveness and credential clearance, Elevate will reimburse teacher induction expenses; and support Deans with the administrator credential program.</p>	<input type="checkbox"/> Fully Implemented	<p>Elevate provide its educators and administrators with robust professional learning opportunities, including clearing their credential (induction), coaching and feedback cycles. The Math Instructional Coach collaborates with middle school math teachers and provides coaching, observations and lesson studies. This year, teachers have increased the use of Academic Discourse in the classrooms consistently across all grades. The Deans and Instructional Leadership Team continue to mentor induction teacher; and the Deans are currently enrolled in an administrators credential program through SDCOE. Elevate continues to participate in schoolwide leadership coaching through NCUST (Year 2).</p>	\$246,251.00	\$69,567.00	<input type="checkbox"/>
			<input checked="" type="checkbox"/> Partially Implemented				
			<input type="checkbox"/> Not Implemented				
<b>2</b>	Strengthening English Learner (EL) Program & Services	<p>Elevate will continue to strengthen the delivery of integrated and designated ELD, to accelerate learning, mitigate further learning loss and increase EL proficiency of the English Language and reduce the number to of long-term English Learners. The designated ELD teacher will provide designated ELD for all English Learners K-8, and additional academic support through a push-in model for level 4 ELs.</p> <p>Teachers will continue to participate in Guided Language Acquisition Instruction (GLAD) training strategies, on how to modify the delivery of student instruction to promote academic language and literacy.</p>	<input type="checkbox"/> Fully Implemented	<p>Elevate continues to strengthen its ELD program and currently using Ellevation for monitoring; and data is tracked and monitored closely by the Director of Instruction. With the adoption of Ellevation, we are providing training for staff to ensure fidelity. A cohort of middle school teachers participated in the initial training of GLAD and will continue. We will continue to ensure</p>	\$123,346.00	\$24,535.00	<input checked="" type="checkbox"/>
			<input checked="" type="checkbox"/> Partially Implemented				
			<input type="checkbox"/> Not Implemented				



Elevate School - LCAP Midyear Update

		The EL Master Plan will also be reviewed and revised to reflect changes to our EL Program and will be shared with the ELAC for input. Elevate will adopt the Elevation program to monitor, track, and assess EL students. Elevation provides customizable data dashboards and comprehensive student profiles that allow our teachers and leadership teams to easily track language proficiency, analyze sub-populations, share insights schoolwide, and make informed decisions about goals and progress.	<input type="checkbox"/> Not Implemented	continue. we will continue to ensure teachers participate in GLAD training.				
3	Core Curricular Program Needs	Elevate has adopted standards aligned curriculum across all disciplines. Additional purchases made include the following: <ul style="list-style-type: none"> <li>• Science Curriculum</li> <li>• Scholastic SCOPE magazine</li> </ul>	<input checked="" type="checkbox"/> Fully Implemented	All students have access to standards aligned curricular and/or instructional materials. Purchases are made annually to ensure all students have access.	\$2,204.00	\$2,165.00	<input type="checkbox"/>	
			<input type="checkbox"/> Partially Implemented					
			<input type="checkbox"/> Not Implemented					
4	Closing the Digital Divide	Elevate School will ensure all students have access to a technology device to access curricular and instructional materials; contract IT Support; and continue to utilize Zoom for virtual meetings. Infrastructure upgrades have taken place to improve overall internet bandwidth schoolwide across all school sites.	<input checked="" type="checkbox"/> Fully Implemented	All students have access to age appropriate devices (iPads, Chromebooks) to access instructional materials and/or online programs. We utilize Zoom to inter-campus meetings as needed.	\$96,100.00	\$25,922.00	<input type="checkbox"/>	
			<input type="checkbox"/> Partially Implemented					
			<input type="checkbox"/> Not Implemented					
5	Broad Course of Study	Elevate School will provide all students with a broad course of study beyond core subjects (ELA, Math, Science, Social Studies, & PE) that include the following: <ul style="list-style-type: none"> <li>• STEAM: (2-8)</li> <li>• Art (K-8)</li> </ul>	<input checked="" type="checkbox"/> Fully Implemented	Elevate School provides its students with a broad course of study that includes: <ul style="list-style-type: none"> <li>-STEAM (Grades 2-8)</li> <li>-STEAM Elective (Grades 6-8)</li> <li>-Art (Grades K-5)</li> <li>-Art Elective (Grades 6-8)</li> </ul>	\$418,469.00	\$86,935.00	<input type="checkbox"/>	
			<input type="checkbox"/> Partially Implemented					
			<input type="checkbox"/> Not Implemented					

Elevate School - LCAP Midyear Update

<b>3</b>	<b>Goal Description</b>	Engage parents as partners through education, communication, and collaboration to promote a safe, welcoming and inclusive, positive learning environment to ensure students are in class ready to learn.	<b>State Priority Addressed</b>			
			<input type="checkbox"/>	1. Basic Services		
			<input type="checkbox"/>	2. Implementation of State Standards		
			<input checked="" type="checkbox"/>	3. Parent Involvement		
	<b>Goal Explanation</b>	We value our parent partnerships and our diverse families represented. Our many military families allow us to serve students with unique needs.	<input type="checkbox"/>	4. Student Achievement		
			<input type="checkbox"/>	5. Student Engagement		
			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Expenditure Update</b>	
			<input type="checkbox"/>	<input type="checkbox"/>	First Interim	
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	December 31, 2023		
		<input type="checkbox"/>	<input type="checkbox"/>	Second Interim		
		<input type="checkbox"/>	<input type="checkbox"/>	Other		

#	Action Title	Action Description	Implementation Level	Overall Implementation Action & Substantive Difference	Total Funds Budgeted	Mid-year Expenditures	Contributing
1	Promoting Positive School Climate, Student Engagement, & Safe Learning Environment	<p>Ensuring a safe, welcoming, and positive school climate is critical to student well-being, student learning, and engagement. Elevate has implemented the Leader in Me Leadership Program schoolwide, an evidence based SEL process that empowers students with leadership and life skills they need to thrive. In addition, has partnered with students and families to build a strong school culture that values every child and strives to realize their unique, individual potential. Our educational program provides students with multiple authentic leadership opportunities including Leadership Day, Classroom, campus leadership roles, Student Lighthouse Team (K-5, and ASB/Lighthouse Team for (6-8). Students will participate in learning opportunities through field trips.</p> <p>Students participate in exhibitions (Student-led conferences) in the winter and spring showcasing their work.</p> <p>Elevate School will provide all students with opportunities to engage in learning opportunities outside of the classroom (field trips and 6th grade camp) to further enhance the learning process, deepen student engagement and motivation.</p> <p>The School Safety Plan will be updated, emergency drills will take place, in addition to student vision and hearing testing.</p>	<input checked="" type="checkbox"/> Fully Implemented	<p>Elevate's school-wide WIG for '23-24 is to achieve 60+ cross-campus initiatives in order to build bridges and connections between our educational partners. As of last year, we have 56 documented initiatives towards our goal. In addition, 100% of our students have multiple leadership opportunities throughout the school year and students in grades 3-8 have multiple opportunities to apply for roles on our Student Lighthouse Teams.</p> <p>We will host two annual Student Exhibition Nights, and each campus has a Leadership Day annually, where 60+ community guests join us to celebrate our leadership and learning.</p> <p>Each grade level has two curriculum connected field trips annually. To date, all students have participated in at least one field trip with the goal of offering at least two per year. Our 6th grade students participated in 6th grade camp. Students in grades 5 &amp; 8 are scheduled to attend SDCOE's Innovation Center in late May 2024.</p>	\$245,477.00	\$44,226.00	<input type="checkbox"/>
			<input type="checkbox"/> Partially Implemented				
			<input type="checkbox"/> Not Implemented				
2	Parent Input in Decision-Making	<p>Parent input in decision-making will take place through the following committees (that includes parents representing Unduplicated Pupils (UP) and Students with Disabilities (SWD).</p> <ul style="list-style-type: none"> <li>English Language Advisory Committee (ELAC), DELAC, EL-PAC, per CA EC 52062 (a)(2) - if applicable</li> <li>Parent Advisory Committee (PAC) per CA EC 52062(a)(1)</li> </ul>	<input type="checkbox"/> Fully Implemented	<p>We continue to involve parents in decision-making processes, particularly those representing UP and SWD. This involvement has been facilitated through various groups including the Parent Advisory Committee; and, ELAC Meetings. We recognize the importance of parental insights in creating an inclusive and responsive educational environment. We are working to fully implement this to reflect our commitment to parent engagement and</p>	\$1,500.00	\$0.00	<input type="checkbox"/>
			<input checked="" type="checkbox"/> Partially Implemented				
			<input type="checkbox"/> Not Implemented				

Elevate School - LCAP Midyear Update

			<input type="checkbox"/> Not Implemented	Committed to parent engagement and collaboration.			
3	Opportunities Provided to Support Parent Engagement & Participation	Elevate School will provide all parents including those representing Unduplicated Pupils, and Students with Disabilities with opportunities to engage as partners in their child education.	<input type="checkbox"/> Fully Implemented	Elevate continues to prioritize parent engagement and participation. The Parent Engagement Coordinator (PEC) facilitates workshops, connects families to resources, and promotes volunteer opportunities. We utilize ParentSquare and Aeries Parent Portal to enhance communication between families and the school. Our PEC has sought out online Parent Education Workshops that cover the topics of Student Mental Health to enhance our school offerings.	\$60,207.00	\$39,783.00	<input type="checkbox"/>
		The Parent Engagement Coordinator will facilitate parent workshops, provide/connect families to resources, promote parent volunteer opportunities/training, conduct parent outreach. Staff will communicate with families using ParentSquare. Families will have access to Aeries Parent Portal to view their child's progress, attendance and communicate with teachers.	<input checked="" type="checkbox"/> Partially Implemented				
		The Leadership Team & Parent Engagement Coordinator will facilitate Parent Education workshops on critical issues that include <ul style="list-style-type: none"> <li>• Digital Citizenship/Online safety</li> <li>• 7 Habits</li> <li>• Social emotional supports</li> <li>• Academic supports at home</li> <li>• Community building – equity lens</li> <li>• How to support your teen</li> <li>• Other topics as requested</li> </ul>	<input type="checkbox"/> Not Implemented				

<b>LCFF Budget Overview for Parents Mid-year Update</b>		
<b>Expenditures for High Needs Students in the 2023-24 School Year</b>	<b>2023-24 Adopted Budget</b>	<b>Projected Actual 2023-24</b>
Total LCFF funds	\$5,366,364.00	\$5,247,478.00
LCFF supplemental & concentration grants	\$436,310.00	\$430,120.00
All other state funds	\$728,589.00	\$752,124.00
All local funds	\$553,880.00	\$603,957.00
All federal funds	\$860,527.00	\$895,952.00
<b>Total Projected Revenue</b>	<b>\$7,509,360.00</b>	<b>\$7,499,511.00</b>
<b>Total Budgeted Expenditures for the 2023-24 School Year</b>	<b>2023-24 Adopted Budget</b>	<b>Projected Actual 2023-24</b>
Total Budgeted General Fund Expenditures	\$7,444,694.00	\$7,434,379.00
Total Budgeted Expenditures in the LCAP	\$4,536,275.00	\$4,426,981.00
Total Budgeted Expenditures for High Needs Students in the LCAP	\$436,310.00	\$430,120.00
Expenditures not in the LCAP	\$2,908,419.00	\$3,007,398.00

# Coversheet

## Approve ERC Submission

**Section:** II. Agenda Items  
**Item:** D. Approve ERC Submission  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2024.1.26 Elevate ERC Agreement.pdf

CFOMW Tax, LLC  
38 29th Place  
Venice, CA 90291

## SERVICES FEE AGREEMENT

**Via Email:** relliott@elevateschool.com

**RE: Fee Agreement and Engagement for Elevate School**

Dear Ryan Elliott,

Thank you for selecting CFOMW Tax, LLC (the "Firm" or "we") to provide Elevate School ("Client" or "you") with the tax consulting services set forth below. In connection with our engagement to perform this work, we require written acknowledgement of this agreement for our files and the relevant rules of professional conduct.

We feel that it is in the best interest of our clients that they be fully informed of our billing practices and what services we will be undertaking on their behalf. The purpose of this letter, therefore, is to set forth the scope of our engagement to you, to set forth the financial arrangements regarding our engagement, and to verify our agreement of the foregoing:

### **1. Scope of Engagement**

Subject to the terms and conditions herein, including without limitation advance payment of the retainer and a signed copy of this agreement, the Firm will perform those services which you requested and, more specifically, calculating your potential refund claim related to the IRS Employee Retention Tax Credit ("ERTC"), prepare all related tax forms to obtain the ERTC, and, if necessary, provide audit representation related to the ERTC (the "Engagement"). We anticipate this work will require us to review your historical tax records and ask you various questions related to the Engagement.

### **2. Responsibilities of the Parties**

The Firm will provide those services reasonably required to represent you in prosecuting the claims described in Paragraph 2 and will take reasonable steps to keep you informed of progress and developments, and to respond promptly to inquiries and communications. You agree to be truthful with the Firm, to cooperate, to keep the Firm informed of any information and developments which may come to your attention, to abide by this Agreement, to pay the Firm's bills for costs on time, and to keep the Firm advised of your address, telephone number and whereabouts. You agree to cooperate fully with the Firm in all matters related to the preparation and presentation of your claims.

### **3. Fee for Representation**

Generally, we bill an hourly rate, however for this matter we will only bill you to complete the Engagement if the Engagement results in a refund of taxes or amounts previously paid or due related to a successful ERTC claim. In the event that you obtain a refund related to taxes or amounts paid pursuant to the ERTC claim, you shall pay a fee as follows:

Ten percent (10.0%) of the total refund amount received. For the avoidance of doubt, should you receive a refund of \$100,000; you shall pay me a fee of \$10,000. This fee is due immediately and payable within thirty (30) days of receipt of part or all of the refund you receive. Should your refund be overturned by the IRS on audit, the Firm will refund the fee previously paid pro-rata with the principal amount the Client repays to the IRS. For the avoidance of doubt, should the Client pay a fee to the Company of One Hundred Dollars \$100 and the IRS later overturns Ten Percent (10%) of the original refund principal amount, the Firm shall repay the Client Ten Dollars (\$10).

In the event we are required to do additional work outside the reasonably anticipated scope of this Engagement ("Out-of-Scope Services"), such work shall be on a separate hourly basis and may require a separate engagement letter; an hourly rate can be outlined in that agreement. Out-of-Scope Services shall include work on separate or distinct matters not contemplated initially by both parties at the time this Agreement was entered into, or rework or other updates to documents necessary to correct inaccurate statements or representations. If we anticipate the need to provide any significant Out-of-Scope Services in connection with Engagement, we will endeavor to notify you before commencing with such work and incurring expenses and time and may request that you sign a separate engagement letter for the additional services to be performed.

Out-of-Scope Services include, but are not limited to the following:

- Preparation of original or amended federal or state income tax returns other than those as outlined in the Engagement;
- Bookkeeping or financial record compilation services;
- Representation before state tax authorities concerning audits or formal examinations;
- Other business consulting services not related to the proposed Engagement;
- Preparing or drafting of other legal documents not specifically discussed earlier;
- Costs for subsequent state revenue authority appeals and audits, or costs incurred for filing in federal, District Court, or any other state

We do our best to see that our clients are satisfied not only with our services but also with the reasonableness of the fees and disbursements charged for these services. Therefore, if you have any questions about or objection to a statement or the basis for our fees to you, you should raise it promptly and not more than thirty (30) days after you receive a bill for discussion. If you object only to a portion of the statement, we ask you pay the remainder, which will not constitute a waiver of your objections.

#### **4. Disbursements**

The performance of professional services generally involves costs and expenses, some of which must be paid to third parties. These expenses include, but are not limited to, administrative filing fees, court reporters, deposition fees, travel costs, copying costs, telecopier costs, messenger services, long distance telephone charges, computerized research expenses and expenses of experts whom we deem appropriate to assist in our representation of you. For purposes of this Engagement, we shall not charge any amounts for costs and expenses.

#### **5. Retainer**

No retainer is being requested as part of this Engagement.

#### **6. No Guarantees**

The Firm and you understand and agree that no results have been guaranteed by the Firm or any of its employees and that this agreement is not based upon any such promises or anticipated results.

#### **7. Disputes and Arbitration**

In the unlikely event you and the Firm are unable to resolve differences on the question of any fee and/or expense items, you hereby agree to make a good faith effort at resolving the dispute. If the dispute cannot be resolved, the parties agree to submit all disputes arising under this agreement to arbitration in Los Angeles, California before a single arbitrator of the American Arbitration Association ("AAA"). The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law in California. No party to this agreement will challenge the jurisdiction or venue provisions as provided in this section. Nothing contained herein shall prevent the party from obtaining an injunction.

#### **8. Withdrawal from Representation**

Our firm's relationship with you is one of mutual trust and confidence. If you, for whatever reason, wish us to cease representing you, you may request that we do so. If we feel we no longer wish to represent you, we will inform you in writing so you have sufficient time to find new representation. We generally will only do so in the following circumstances: (a) a lack of cooperation by you in promptly submitting necessary requested information; (b) your knowingly providing us, your adversaries or the government with false information; (c) your disregard of advice about matters of critical importance to your case; (d) your failure to promptly pay fees; or (e) for any other reason provided advance notice is provided.

Upon such termination, however, you would remain liable for any unpaid fees and costs. We also shall be authorized to reveal this agreement and any other necessary documents to any court or agency if the same should prove necessary to effect withdrawal or collection of our fees. Should you terminate the Engagement after the relevant forms required to file the ERTC are provided to you and a refund is later obtained, the fees stated above shall remain fully due and payable.

It is the policy of this firm to make every effort to have our clients feel that they are treated on a fair basis. We welcome an honest discussion of our fees and our services and encourage our clients to inquire about any matter relating to our fee arrangement or monthly statements that are in anyway unclear or appear unsatisfactory. If you have any questions, please do not hesitate to call us.

**9. Miscellaneous**

This agreement will also apply to services rendered for such future matters that we agree will be handled by the Firm. If, however, such services, are substantially different from those to which this agreement applies (for instance, an appearance on your behalf in court), either party may request that a new agreement be executed, or that this agreement be re-acknowledged.

By executing this agreement, you acknowledge that fees received by the Firm may be utilized to pay employees or contractors associated with the Firm who assisted with the Engagement.

The Firm is not responsible for any errors or omissions regarding information, in whatever form, that you provide to the Firm; you agree that the Firm cannot verify the accuracy of your information and as such the Firm is in no way liable in any way for such provided information.

If this letter correctly sets forth your understanding of the scope of the services to be rendered to the company by the Firm and the manner by which fees will be charged and paid, and if the terms of the engagement are satisfactory, please execute the enclosed copy of this letter and return it to us. If the scope of the services described is incorrect or if the terms of the engagement set forth in this letter are not satisfactory to you, please let us know in writing so that we can discuss either aspect.

By executing this agreement, you acknowledge that there is uncertainty concerning the outcome of this matter and that the Firm and the undersigned professionals have made no guarantees as to the disposition of any phase of this matter. All representations and expression relative to the outcome of this matter, are only expressions of the said professional's opinions and do not constitute guarantees. We look forward to continuing to work with you and thank you once again for the opportunity to serve.

Very truly yours,



Michael Williams

READ, AGREED AND CONSENTED TO:

Name: Ryan Elliott Title: Executive Director

Date: January 22, 2024



Signature:

Electronic Document ID:  
5817869460481415795

A handwritten signature in black ink that reads "R Elliott". The letter "R" is large and stylized, followed by the name "Elliott" in a cursive script.

# Coversheet

## Preliminary Proposal for Proposition 39 Facilities for the 2024-2025 School Year

**Section:** II. Agenda Items  
**Item:** E. Preliminary Proposal for Proposition 39 Facilities for the 2024-2025  
School Year  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Elevate 2024-25 Preliminary Offer Package.pdf


**Office of Operations Support Services**

Instructional Facilities Planning Department

Regina Rega, AICP, Manager

Tel.: (619) 725-7370

[rrega@sandi.net](mailto:rrega@sandi.net)

January 24, 2024

Mr. Ryan Elliott  
 Executive Director  
 Elevate School  
 2285 Murray Ridge Road  
 San Diego, CA 92123

Dear Mr. Elliott:

Re: Preliminary Proposal for Proposition 39 Facilities for the 2024-2025 School Year

The San Diego Unified School District ("District") has received your school's ("Charter School") request for facilities for the 2024-2025 school year ("Request"). The Request seeks facilities based upon in-district classroom average daily attendance (ADA) projected by the Charter School. This letter and the accompanying draft Facilities License Agreement constitute the District's preliminary proposal of facilities to the Charter School for the 2024-25 school year. This preliminary proposal is provided prior to the District's final offer of facilities, to give the Charter School an opportunity to comment on the proposal. To clarify, the preliminary proposal is the first step in the process of developing a final offer of facilities for your school. It is our hope that we can work towards a mutually satisfactory resolution to address any concerns, prior to finalizing the District's offer of facilities.

On December 1, 2023, the District wrote to the Charter School regarding any concerns with the Charter School's ADA projections and outlined any noted deficiencies in the Request. The District has agreed to consider the Request and whether to make an offer of facilities, reserving any and all rights and without waiver of any objections to the form or timing of the Request.

In accordance with California Code of Regulations (CCR), Title 5, section 11969.9(f), all conditions pertaining to the proposed space are included with this preliminary proposal, which incorporates by reference the accompanying draft Facilities License Agreement ("Agreement") and the following information:

- The projection of in-district classroom ADA upon which the proposal is based is **89** (4<sup>th</sup> and 5<sup>th</sup> grade portion of the school's total projected ADA, 418)  
 as submitted by the Charter School in its request for facilities.
- The specific location of the proposed space is at Vista Grande Elementary School, 5606 Antigua Blvd., San Diego, California 92124.
- Regulations authorize districts to charge charter schools a pro-rata share of facilities costs (CCR section 11969.7). For 2024-2025, the District will not be assessing such charges, and will be offering facilities to the Charter School substantially rent free. Under such conditions, and in accordance with California Education Code section 47613(b), the District is authorized to charge the Charter School for supervisorial oversight, not to exceed three percent (3.0%) of the

**ATTACHMENT 1**

Letter to Mr. Ryan Elliott, Executive Director  
 Elevate School  
 Page 2  
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revenue of the Charter School. For 2024-2025, the District will charge the Charter School three percent (3.0%) of the revenue of the Charter School for such oversight.

- The District comparison school(s) used in developing this proposal are described as follows:

	Hancock (UTK-5)	Miller (UTK-5)	Angier (UTK-5)
Classroom Inventory Available to Students	37	39	27
ADA	656	668	373
ADA: Classroom Ratio	18	17	14

- The following is a description of the differences between the Charter School’s facilities request and the District’s proposal:

Charter School’s Facilities Request	Preliminary Proposal
Elevate is open to continue occupying the same portable classrooms currently in use and waive its right to additional space at another campus.	The same portable classrooms currently in use will be allocated on the Vista Grande campus.

By May 1, 2024, the Charter School must provide written notification to the District stating whether the Charter School intends to occupy the space offered by the District for 2024-2024. Notification of the Charter School’s acceptance of the space must be evidenced by the provision of an executed Facilities License Agreement, unchanged from the District’s final offer and with no conditions, and an executed Charter Revision Form requesting the District’s approval of the school’s change of address in accordance with California Education Code section 47605(a)(4). The Charter School will not be allowed to access its assigned site if it has not provided the District with the executed Facilities License Agreement and Charter Revision Form, and proof of requisite insurance. Should the Charter School access District property without having provided an executed Facilities License Agreement, and Charter Revision Form if there is a change of address, or without having provided proof of requisite insurance governing the 2024-2025 school year, the Charter School will be assessed a penalty at the rate of \$1,000 per day for each day the Charter School accesses the site.

The Charter School will be required to comply with all laws and regulations, including the obligation to report actual ADA to the District each time that it reports ADA for apportionment purposes, and the Charter School will be responsible for reimbursement to the District for over-allocation of space in conformity with CCR section 11969.8. The Charter School will also be responsible for its share of utility and routine maintenance costs.

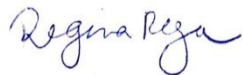
The District reserves the right to assign each classroom to be allocated to the Charter School.

If you wish further clarification or discussion, I am available by telephone (619) 725-7370 or via e-mail at [regga@sandi.net](mailto:regga@sandi.net). Please submit any comments regarding this preliminary proposal in writing via e-mail to [regga@sandi.net](mailto:regga@sandi.net) or via USPS mail on or before 5:00 p.m. on March 1, 2024. If you choose to send your response by US mail or other mail delivery service, please use a method that provides a time-stamped verification of delivery prior to the March 1<sup>st</sup> deadline to: San Diego Unified School

Letter to Mr. Ryan Elliott, Executive Director  
Elevate School  
Page 3  
January 24, 2024

District, Instructional Facilities Planning Department, 4100 Normal Street, Room 3150, San Diego, CA 92103.

Sincerely,



Regina Rega  
Manager, Instructional Facilities Planning Department

RR:GE

Enclosure(s): Draft Facilities License Agreement with Exhibits

By e-mail to: [relliott@elevateschool.com](mailto:relliott@elevateschool.com)

- c: M. Cazary
- M. Sciuto
- N. Mitchell
- G. Elliott
- D. Walsh

**FACILITIES LICENSE AGREEMENT  
BY AND BETWEEN THE  
SAN DIEGO UNIFIED SCHOOL DISTRICT AND  
ELEVATE SCHOOL**

THIS LICENSE AGREEMENT (“Agreement”) is made by and between the San Diego Unified School District (“District”), a public school district organized and existing under the laws of the State of California, and Elevate School (“Charter School”), a California public charter school. The District and the Charter School are collectively referred to as “the parties.”

**RECITALS**

**WHEREAS**, the Charter School is a charter school approved by the Board of Education of the District on January 8, 2019, for a term of five years ending June 30, 2024 and operates pursuant to its charter and any Operations Agreement. Assembly Bill 130 approved by the Governor on July 9, 2021 granted the charter school a two-year term extension until June 30, 2026, and Senate Bill 114 approved by the Governor on July 10, 2023, granted the Charter School an additional one-year term extension until June 30, 2027; and

**WHEREAS**, pursuant to the requirements of California Education Code section 47614 and its implementing regulations (“Proposition 39”), on October 31, 2023, the Charter School filed with the District a written request for facilities for the 2024-25 school year; and

**WHEREAS**, pursuant to the requirements of Proposition 39 and its implementing regulations, the District Board of Education, on March 26, 2024, based on its adoption of a comprehensive staff report (“Report”) evaluating the request, enrollment projections, the District’s facilities options, and a variety of additional factors as detailed in the Report, made a written final offer to provide the Charter School with facilities for its in-District students; and

**WHEREAS**, the Charter School accepts the District’s written final facilities offer; and

**WHEREAS**, the parties desire to set forth the terms and conditions pursuant to which the Charter School will occupy classrooms with all furniture and equipment installed therein by the District (collectively “Facilities”) and share use of Facilities, including recreation, sports and play space at the Vista Grande Elementary school campus, at 5606 Antigua Boulevard, San Diego, California 92124 (“Site”) for the 2024-25 school year. A description of the Site and Facilities offered is attached hereto as **Exhibit A**; and

**WHEREAS**, the District has analyzed the project for compliance with the California Environmental Quality Act (CEQA) and determined that the project is exempt from further environmental review pursuant to CEQA guidelines section(s) 15061(b)(3), 15322 and 15314.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

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**Section 1. Term.** The term of this Agreement (“Term”) shall commence on July 1, 2024, and end on June 30, 2025. This Agreement is a license, not a lease. The Site and Facilities shall be delivered to the Charter School ten days before the first day of student instruction as noted on the calendar provided to the District as part of the Prop 39 application. Should the Charter School require Facilities for the subsequent school year, the Charter School shall submit a request for Facilities pursuant to Education Code section 47614 and the implementing regulations (California Code of Regulations, Title 5, §§11969.1 et seq.). The District makes no guarantee that the Site and Facilities will be available for any additional term beyond the current Term, and/or that a Site that is currently used exclusively for the Charter School will not be shared with other programs or District charter schools in this or future years.

**Section 2. Condition of Property.** The District agrees to provide a facility suitable for use as an instructional school site. The Charter School, upon its request to the District, shall have an opportunity to “walk through” the Facilities with District personnel to inspect and notate the condition of the Facilities at the time of turnover. Upon the Charter School’s request, the District will provide documents associated with existing environmental conditions such as asbestos or lead management plans, if any. The Charter School, at its sole cost and expense, shall comply with all applicable laws, regulations, rules, and orders with respect to its use and occupancy of the Site. The District is responsible for necessary modifications to existing Facilities in order to comply with existing or new laws or regulations. In all cases, the District’s responsibility will be consistent with the support provided to other District school sites.

In accordance with Education Code sections 33126 and 33126.1 the Charter School shall be required to submit their annual School Accountability Report Card facility inspection report to the District’s Physical Plant Operations Department via the following District contact:

Andrea Eaton, Maintenance Planning Senior Coordinator  
Physical Plant Operations  
San Diego Unified School District  
Phone ....(858) 637 - 6267  
Email.....aeaton@sandi.net

The Charter School shall not be responsible for any and all legal compliance or environmental conditions related to hazardous materials that existed prior to the date of the District’s delivery of the Site to the Charter School on July 29, 2024. The District shall remain responsible for all legal compliance with, for example, the Americans With Disabilities Act, the Fair Employment and Housing Act (FEHA), environmental laws, and other applicable building code standards, for any existing compliance issue prior to the date of the District’s delivery of the Site to the Charter School on July 29, 2024, and continuing through the Term of this Agreement. The Charter School shall only assume responsibility for legal compliance to the extent such compliance is triggered by any activities or conduct of the Charter School or by any modifications or improvements made by the Charter School.

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In the event that use, or modification of the Site and Facilities by the Charter School triggers the application of and/or compliance with the California Environmental Quality Act (“CEQA”) or compliance with any existing environmental mitigation measures related to ongoing use of the Site, the Charter School shall comply with same. Should the Charter School engage in any activity on the Site that constitutes a “project” under CEQA, the cost of CEQA compliance shall be borne in full by the Charter School, but the District shall act as the lead agency for the purposes of such CEQA compliance. Should the Charter School fail to inform the District of activities that may require CEQA compliance in advance of engaging in such activities, the Charter School shall assume all liability for legal claims arising out of said failure to comply.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site in whole or in part as a result of the Charter School’s use and occupancy thereof, the Charter School, at its sole expense, shall be obligated to clean all the property affected, to the satisfaction of the District and any governmental agencies having jurisdiction over the Site. Where the resulting discharge, leakage, spillage, emission, or pollution results from a Facilities system failure, the District will assume responsibility for required cleanup of the affected property.

The Charter School shall notify the District immediately upon any property loss related to the Facilities, or damage sustained to any structure at the Site. Upon request from the Charter School, the District will provide documents, if they exist and are available, associated with existing environmental conditions such as asbestos or lead management plans. Requests should be directed to the District’s Physical Plant Operations Department via the following District contact:

District: Joe Kinkead, Planner, Estimator, Inspector, Environmental  
Phone... (858) 627-7195  
Email ... [jkinkead@sandi.net](mailto:jkinkead@sandi.net)

**Section 3. Use of Site and Facilities.** The Site and Facilities are to be shared with a District-operated school, program(s) or other District authorized use. The terms related to the Charter School’s shared use of the Site and Facilities are described and outlined in **Exhibit B** to this Agreement, the terms, and conditions of which are incorporated into this Agreement by reference. Subject to the terms of **Exhibit B**, the District agrees to allow the Charter School exclusive use of the designated portion of the Site and Facilities, for the sole purpose of operating the Charter School and its related instructional programs consistent with the annual instructional calendar previously approved by the District and in accordance with the charter previously approved by the District and any Operations Agreement approved by the District. The Charter School acknowledges that a leasehold interest in the Site and Facilities is not being provided to the Charter School by the District and that the nature of the use provided by this Agreement is that of an exclusive, short-term license.

Any physical changes to the space must receive prior District approval and conform to the requirements of this Agreement, including Section 7. Modifications, District education



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specifications, District design guidelines and Division of the State Architect regulations, regarding repairs, modifications, and improvements.

Upon the termination of this Agreement pursuant to Section 29 (*Termination*) hereof, the right to use and occupy of the Site and Facilities shall revert to the District, subject to the parties' negotiation of a successor Agreement, if necessary, containing the terms of the District's provision of Facilities to the Charter School in accordance with the provisions of Proposition 39. As titleholder to the Site and Facilities (with the exception of those furnishings and equipment referenced in Section 8 (*Furnishings and Equipment*) as the Charter School's personal property), the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including but not limited to use of such Site and Facilities for District programs and services.

**Section 4. Civic Center Act Compliance.** The Charter School shall have primary use of its designated portion of the Site and Facilities for the operation of its educational program during its regular school hours, provided, however, that after 5:00 p.m. or as early as 30 minutes after the end of the regular school day on weekdays, all day on weekends and on holidays, the Site and Facilities shall be subject to use by the Civic Center Act user or applicant, pursuant to the Civic Center Act and/or any joint-use agreement or recreational program use that has been established by the District. Exception, the Charter School shall have primary use of its designated portions of the Site and Facilities after school hours for scheduled, special events only, such as Back to School night, Open House, etc. Note that the Charter School may also be a Civic Center Act user or applicant. Civic Center Act requests for use of the Charter School's designated portion of the Site and/or Facilities by users other than the Charter School for its educational program shall be evaluated and handled by the District but coordinated with the Charter School. Civic Center Act requests should be directed to the District's Real Estate Department via the following District contact:

District: Real Estate Department, Rentals  
Phone... (619) 278-6720  
Fax..... (858) 541-7854  
Email... [rentals@sandi.net](mailto:rentals@sandi.net)

Charter Site Administrator:  
Name... Mr. Ryan Elliott, Executive Director  
Phone... (858) 751-4774  
Fax..... (619) 839-3700  
Email... [relliott@elevateschool.com](mailto:relliott@elevateschool.com)

**Section 5. Subcontract and Assignment.** Neither party shall assign its rights, duties, or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties, or privileges under this Agreement (including that of sublease) on any third party, without the express written consent of the other party. This License is personal to the Charter School, and the Site, Facilities or Charter School's use thereof shall not be assigned, sublet, pledged, encumbered, mortgaged or otherwise transferred or assigned.

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### Section 6. Space Allocation and Charges for Site and Facilities.

Refer to **Exhibit B** for terms related to the Charter School's shared use of the Site and Facilities.

Proposition 39 Space Allocation: Pursuant to the requirements of Proposition 39, the allocation of space to the Charter School is made by the District with the express understanding that the total space provided pursuant to this Agreement is sufficient for the housing of in-District classroom ADA only. The allocation of space as set forth in this section is based on an estimated **89** in-District classroom average daily attendance ("ADA") for the 2024-25 school year, as analyzed in the Report.

California Code of Regulations Section 11969.3(b) requires that Facilities made available to a charter school shall be in the same ratio of teaching stations to ADA as those provided to students in comparative District schools. In accordance with those regulations, the Charter School is allocated **five (5) classrooms and one (1) relocatable building** of approximately 49-foot by 40-foot as exclusive use space for general education, special education, counseling, assemblies, general support and/or office/administration purposes.

Pro-Rata Charge for Proposition 39 Space Allocation: Although Regulations authorize the District to assess a pro-rata charge for the use of District Facilities, the District will not assess such a charge for the Term of this Agreement, thus providing the Charter School with the use of the Site and Facilities substantially rent free. For the Term of this Agreement, and in accordance with California Education Code section 47613(b), the District will charge three percent (3%) of the Charter School's Local Control Funding Formula (LCFF) revenues, for supervisory oversight. Payments shall be made by the Charter School in 10 consecutive monthly installments, with the first installment due on or before December 10, 2024, and the last installment due on or before September 10, 2025. The Charter School shall pay the monthly installments promptly to the District, without deduction, setoff, prior notice, or demand.

Fee for Unauthorized Use of Space: In the event the Charter School fails to limit its use of the Site and Facilities to the space allocated to the Charter School pursuant to this Agreement, it shall be in breach of the Agreement as set forth in Section 29 (*Termination*) A. (*Default or Breach*) (e), and shall be further subject to a fee at the rate of one thousand dollars (\$1,000) per day for each day the Charter School accesses space that has not been allocated to the Charter School pursuant to this Agreement. A notice will be provided to the Charter School prior to the assessment of any fee for unauthorized use of space. If the Charter School shall fail to remit payment for any fee or reimbursement to the District within 45 days of Notice, the District is authorized to perform a Treasury Fund transfer for full recovery of fee or reimbursement.

Specific spaces allocated to the Charter School in **Exhibit A** of this agreement may be substituted by the District with alternative spaces of substantially similar square footage, when necessitated by the repair, renovation, or modernization of the facility.

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Payments to the District: Charges for any additional space over and above the allocation pursuant to Proposition 39, and charges for penalties associated with any unauthorized use of space, will be payable in 10 monthly payments. The first payment shall be due no later than August 1, 2024, and each additional payment will be due on or before the first day of each month thereafter.

**Section 7. Prior Approval for Modifications to the Site; Installation of Improvements.** As a steward of public Facilities, the District requires the Charter School to submit a written request in sufficient detail to determine compliance with District education specification, District design guidelines, and Division of the State Architect regulations. The Charter School must obtain written approval from the District before proceeding with those modifications. No structures, improvements, fixtures (as defined in Civil Code 660), alterations (including painting of any interior or exterior surfaces), or Facilities, shall be constructed, erected, altered, added, or made on or within the Site without the prior written consent of the District and subject to terms agreeable to the District, and, if required, the Division of the State Architect. The District shall provide an operational guidance document to pre-approve certain kinds of minor modifications, which would be exceptions from the Charter's requirement to submit a request for prior written consent of the District. Upon submission of a request for improvement(s) by the Charter School, the District shall commit to respond to the request within 30 days of the District's receipt of the request.

The placement of additional Facilities on the Site, including portable or modular buildings, or the allocation of any additional land or classroom space at the Site, is subject to approval by the District, and if such approval is given, the parties shall enter into a separate agreement or amendment hereto, and the construction or installation of additional Facilities shall occur at the sole cost and expense of the Charter School. In the event the Charter School makes any modification without prior approval to the Site or Facilities or violates any term of this provision, the Charter School will be required to promptly remove the unapproved modification at the Charter School's sole expense and shall pay any further damages resulting from the Charter School's un- approved modification to the Site or Facilities.

All signage is subject to approval by the District, including temporary or permanent signage. Review for District approval of existing signage can be initiated by either party. The District considers permanent signage a modification/installation of improvement and a modification form is required to request the display of permanent signage.

The Charter School will be limited to a maximum two banners displaying the name of the Charter School. These may serve as the authorized signage identifying the school and if desired, the school's primary administrative office location. The banner shall display the name of the Charter School, contact info and address. The Charter School logo shall be in proportion to the size of the text included in the signage and a District logo with the following statement "This facility is a property of San Diego Unified School District" should be included on any banner that is visible to the community. The banner size shall be reasonably sized in relation to its surroundings. One banner may be placed on a fence or gate at the front of the school, at a location mutually agreeable by the Charter School and District school Principal. The second

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banner can be placed within the Site at the room/space designated as the Charter administrative office.

Temporary signage required by building code or requested in writing by the municipal government or its agencies is also allowed, provided the signage is displayed at the minimum allowable size to satisfy the code requirement, or municipal request, constructed of lightweight materials, and fixed to the display surface in a manner that does not damage the facility or its finishes, create a safety hazard, or interrupt the educational activity of the District-run school.

Posters for educational and inspirational purposes are allowed only within teaching spaces designated exclusively for the Charter School. Such posters, banners or signs must be constructed of lightweight materials, affixed to surface in a manner that does not damage the facility or its finishes, shall not create a safety hazard, nor shall they interrupt the educational activity of the District-run school. No other signage or visual displays are permitted.

The District contact for matters relating to modifications/installation of improvements shall be:

Andrea Eaton, Maintenance Planning Senior Coordinator  
Physical Plant Operations  
San Diego Unified School District  
Phone ....(858) 637 – 6267  
Email.....aeaton@sandi.net

**Section 8. Furnishings and Equipment.** The District shall provide furnishings and equipment necessary for the Charter School to conduct basic classroom instruction and administration. Furniture and equipment will be provided from existing District inventory and will remain the property of the District. The Charter School shall return all District-owned furniture and equipment to the District at the end of the Term, or upon vacating the Site and Facilities, whichever occurs first. The furniture and equipment shall be returned to the District in the same condition as received, with the exception of reasonable wear and tear.

The Charter School shall not refinish, paint, modify, sell, or otherwise dispose of any District-owned furniture or equipment for any reason. If the Charter School deems any District-owned furniture or equipment to have become excess, obsolete, or beyond economical repair, the Charter School shall contact the District to request that the District remove the furniture or equipment from the Site.

The District will maintain inventory records of District-owned assets (furniture and equipment) valued at \$500 and above located at the Site. In accordance with Education code Section 35168 and Federal regulations, the District will conduct a physical inventory every two years and the Charter School must allow access to their Site in order for the inventory to be conducted. At the request of the Charter School, the District shall provide to the Charter School a complete inventory listing of District-owned assets (furniture and equipment valued at \$500 and above).

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The Charter School will review and notify the District of any discrepancies within 90 days of receipt.

The District contact for matters relating to the Charter School's use of District-owned furniture and equipment shall be:

Sarah Kidder, Manager  
Financial Accounting  
San Diego Unified School District  
Phone ....(619) 725-7588  
Fax .....(619) 725-7580  
Email.....[skidder@sandi.net](mailto:skidder@sandi.net)

**Section 9. Telecommunications.** District owned Facilities are wired for voice and data services. The District will support existing cabling only. The installation of new cabling for upgrades, remodels and or extensions shall be the responsibility of the Charter School. Cabling work must be preapproved and completed per District standards.

The responsibility to provide communication equipment including telecommunication system, telephone, fax machine, intercom and radio, shall be the responsibility of the Charter School. The responsibility to provide internet connectivity hardware including routers, switches, servers, and wireless access points shall be the responsibility of the Charter School.

Charter Schools are responsible for the expense and service of voice lines and data circuits. Charter Schools may request wiring support by contacting the Help Desk.

Integrated Technology Support Services (ITSS)  
San Diego Unified School District  
Help Desk  
Phone ....(619) 209-4357

**Section 10. Utilities.** The Charter School shall be solely responsible for the cost of utilities used or consumed by the Charter School on the Site, including, if applicable, the cost of internet access services. (Reference **Exhibit B.**)

**Section 11. Maintenance of Site and Facilities.**

Refer to **Exhibit B** for terms related to the Charter School's shared use of the Site and Facilities.

The Charter School shall be responsible for the cost of routine maintenance, repair, and landscape/grounds maintenance performed by the District for the allocated portion of the Site and Facilities as depicted on **Exhibit B**. Shared costs of maintenance bills will be based upon the relative percentages of interior space allocated to each occupant of the Site. Shared costs of landscape/grounds maintenance will be based on relative percentages of landscaped areas allocated to the Charter School. The District shall maintain and repair existing irrigation systems.



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The Charter School shall be solely responsible for providing its own custodial services, all supplies necessary for custodial services, as well as all restroom supplies, and shall comply with all the District's policies and practices for maintenance of its Facilities and grounds. A Charter custodian shall be on duty during all hours of each school day and assigned to clean up and remove trash immediately after each occasion of Charter use of shared spaces, including cafeteria, lunch tables, and auditorium or multipurpose room. The Charter School shall be responsible for the shared cost, based upon the relative percentages of interior space allocated to each occupant of the Site, to repair vandalism not caused by the Charter School and for the cost of inspections, repairs or corrections required as the result of intentional or negligent damage caused by the Charter School, its students, employees, agents, or representatives.

Prior to hiring Private Security Guard Services for four hours or more, the Charter School shall contact School Police Services Dispatch by telephone at (619) 291-7678 and ask for the scheduling sergeant, or via e-mail to [schoolpolice@sandi.net](mailto:schoolpolice@sandi.net), with Attention Scheduling Sergeant in the subject line.

The District shall assume the cost and responsibility for projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with District schedules and customary practices. The District shall be responsible for the major maintenance of the Site and Facilities. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, communication wiring, electrical, roofing, floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. The cost of all other kinds of maintenance, whether performed by the District in response to Charter request or performed by a qualified third party contracted by the Charter, shall be the Charter School's responsibility. The District shall have unrestricted access to the Site and Facilities to perform maintenance and inspections and will coordinate such work with the Charter School administration.

Contact Information:

Emergency:

District: School Police  
Phone.....(619) 291-7678  
Email .....[schoolpolice@sandi.net](mailto:schoolpolice@sandi.net)

Charter Site Administrator:

Name ... Mr. Ryan Elliott, Executive Director  
Phone... (858)751-4774  
Fax..... (619)839-3700  
Email ... [relliott@elevateschool.com](mailto:relliott@elevateschool.com)

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First Point of Contact for Major Maintenance Issues:

District: Bryan D. Ehm, Director PPO Program Management  
Physical Plant Operations Division  
San Diego Unified School District  
Phone ..(858) 627-7227  
Email... [behm@sandi.net](mailto:behm@sandi.net)

**Section 12. Access.** The Charter School shall permit the District, its agents, representatives, or employees, to enter upon the Site for the purpose of inspecting or to make alterations, or additions to any portion of the Site required by this Agreement. The District shall attempt to give reasonable notice (48 hours) where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants, or if access is for purposes of meeting the District's oversight obligations. Charter School shall not restrict or prevent District access to Site or Facilities via any modifications to same.

**Section 13. Insurance.** The Charter School shall, at its sole expense, commencing as of the date of this Agreement, and during the entire Term hereof, procure, pay for, and keep in full force and effect the following insurance:

- (a) **General Liability Insurance.** The Charter School shall maintain throughout the Term of this Agreement, at its own expense, general liability insurance with limits of liability of \$5,000,000 per occurrence for bodily injury, personal injury, and property damage. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall include products and completed operations of the same limits as the policy limits. This insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents, and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District (primary and noncontributory); (iii) a waiver of subrogation; and (iv) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or nonrenewal of such insurance.
- (b) **Automobile Liability.** The Charter School shall maintain throughout the Term of this Agreement at its own expense, automobile liability insurance with limits of liability of \$2,000,000 combined single limits per accident, for owned, non-owned, or hired vehicles. Such insurance shall apply to any automobile, Symbol 1 of the ISO Form. Such insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents, and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District (primary and noncontributory); (iii) a waiver of subrogation; and (iv) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or nonrenewal of such insurance.

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- (c) **Property Insurance.** The District will continue to maintain its current levels of first party insurance on the structures on the Site. The Charter School shall secure and maintain property insurance that addresses business interruption and casualty needs, including flood and fire, and other hazards, with replacement costs coverage for all assets listed in the Charter School's property inventory and consumables. The Charter School shall secure property coverage with a minimum policy limit of 80% of the fair market value of the Charter School's contents.
- (d) **Workers' Compensation Insurance** as required by the State of California and Employer's Liability insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000. This insurance shall be endorsed to include the following: (i) a waiver of subrogation and (ii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or nonrenewal of such insurance.

Any and all deductibles or self-insured retentions applicable to the above-required insurance shall be specifically approved by the District prior to its application, except that the Property Insurance required above may include a deductible of not more than \$10,000 without prior approval.

The insurances required above shall be provided by insurers authorized to conduct business in the State of California which are rated "A-, VII" or better by the current A.M. Best's Rating Guide or an insurance joint powers authority with the consent of the District prior to commencement of such insurance. In the event coverage is written by a non-admitted insurer, the company must be included in the current California List of Approved Surplus Lines Insurers (LASLI list) and otherwise satisfy all rating requirements.

The Charter School shall provide proof of such insurance prior to taking possession of the Site and Facilities, including copies of the endorsements specifically required above. The Charter School shall provide proof of renewal of any insurance required above, including any endorsements required, at least 15 days prior to the expiration of such insurance.

All documents related to the requirements of this section of the Agreement shall be provided by the Charter School to the District at the following location:

Stephanie Degler, Administrative Claims Assistant  
Risk Management Department  
San Diego Unified School District  
6735 Gifford Way  
San Diego, CA 92111  
Phone: (858) 627-7352  
Fax: (858) 627-7353  
Email: [sdegler@sandi.net](mailto:sdegler@sandi.net)

**Section 14. Indemnification.** The Charter School shall indemnify, defend, and hold harmless, the District, its trustees, officers, directors, employees, agents, representatives, volunteers,



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successors and assigns (collectively District Indemnitees) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, liabilities, expenses, including attorney fees and costs and expert witness fees (collectively “Claim”), whether or not a suit is actually filed, and/or judgment rendered against the District where such Claim arises out of the Charter School’s use or maintenance of the Site or Facilities, the conduct of Charter School’s business, including personnel related Claims, and any activity, work, or other things done, permitted to be done, or suffered by the Charter School in, on or about the Site and Facilities where such Claim relates to Charter School actions/activities taken after the District delivers possession of the Site and Facilities to Charter School. The duty to indemnify and hold harmless District Indemnitees shall exclude Claims arising from the gross negligence or willful misconduct of District Indemnitees.

The District shall indemnify, defend, and hold harmless the Charter School, its trustees, officers, directors, employees, agents, representatives, volunteers, successors and assigns (collectively Charter School Indemnitees) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, liabilities, expenses, including attorney fees and costs and expert witness fees (collectively “Claim”), whether or not a suit is actually filed, and/or judgment rendered against the Charter School where such Claim arises out of the District’s use or maintenance of the Site or Facilities, the conduct of District’s business, including personnel related Claims, and any activity, work, or other things done, permitted to be done, or suffered by the District school in, on or about the Site and Facilities where such Claim relates to District actions/activities taken prior to delivery of the Site and Facilities to Charter School. The duty to indemnify and hold harmless Charter School Indemnitees shall exclude Claims arising from the negligence or willful misconduct of Charter School Indemnitees.

In the event of a pandemic the District does not take responsibility for Charter School program.

**Section 15. Enforcement of Operations Agreement.** The Charter School’s indemnity and insurance obligations described herein shall not in any way be read or construed as being limited or superseded by the indemnity or insurance provisions specified in any Charter School Operations Agreement with the District.

**Section 16. Reimbursement.** In the event that the space allocated to the Charter School has been “over-allocated” in accordance with California Code of Regulations, Title 5, §11969.8, the Charter School shall reimburse the District accordingly. For purposes of monitoring compliance with these regulations, the Charter School shall provide the District with its actual ADA count and the number of in-district students of the Charter School at the time of the filing of the P-1 state attendance report and at the time of the filing of the P-2 state attendance report. Upon written request of the district, the Charter School shall additionally provide to the District, on the foregoing dates, the names and addresses of in-district students, along with proof of residency for each in-District student, which proof may include a current utility bill for the stated address of residency or an executed and current property lease or any other form of proof approved by the District. The District shall only use the names and addresses for the purpose of verifying residency and will not use the information to contact such students except upon the consent of

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the Charter School. The District will notify and invoice the Charter School and collect any over-allocation fee by direct payment or by Treasury fund transfer in the event of over-allocation.

**Section 17. Title to Property.** The parties acknowledge that title to the Site and Facilities is held by the District and shall remain with the District at all times. Charter shall not encumber District title to the property and shall not secure any mortgage or indebtedness of any kind by this Agreement or its use of District Facilities.

**Section 18. Fingerprinting.** The Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. The District shall be responsible for complying with all criminal background check laws for all employees or vendors that it directs to the Site for any work to be performed at its direction.

**Section 19. Independent Status.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**Section 20. Entire Agreement of Parties.** This Agreement, and all its incorporated documents, constitute the entire agreement between the parties and supersede all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the parties expressly indicating an intent to modify or amend this Agreement.

**Section 21. California Law.** This Agreement shall be governed by, and the rights, duties, and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Diego County, California.

**Section 22. Waiver.** The waiver by any party, of any breach, of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same, or any other term, covenant, or condition herein contained.

**Section 23. Right of Assignment.** Charter School shall not have the right to assign this Agreement.

**Section 24. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**Section 25. Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof, nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

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San Diego Unified School District and  
Elevate School

**Section 26. Severability.** Should any provision of this Agreement be legally determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal, and enforceable.

**Section 27. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are incorporated herein by reference. In the event of conflict between the exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

**Section 28. Full Satisfaction of Proposition 39/Release of Claims.** The Charter School agrees that by accepting the Site and Facilities, the District has fully and completely satisfied the District's obligation to provide Facilities to the Charter School under Education Code Section 47614 and the Proposition 39 regulations for the 2024-25 school year and the Charter School waives any claims under Section 47614 and the Proposition 39 regulations.

**Section 29. Termination.** This Agreement will automatically and immediately terminate upon the effective date of any termination or revocation of the Charter School's charter, or the cessation of the Charter School's operations for any reason, or upon the commission of a default or breach of its obligations by the Charter School.

**A. Default or Breach.** The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by the Charter School:

- (a) The failure by the Charter School to make timely payment of any fees due under this Agreement where such failure shall continue for a period of forty-five (45) days after receipt of written notice thereof by the District to the Charter School;
- (b) The failure by the Charter School to observe or perform any of the covenants, conditions, or provisions of this Agreement to be observed or performed by the Charter School, including shared-use terms, if applicable, where such failure continues for a period of forty-five (45) days after receipt of written notice thereof by the District to the Charter School;
- (c) Revocation or nonrenewal of the Charter School's charter by the District or cessation of the Charter School's program for any reason, after all statutory and judicial rights of appeal have expired;
- (d) The failure by the Charter School to utilize the Site and Facilities for the sole purpose of operating a charter school as authorized by this Agreement, the Charter School's charter, and any Operations Agreement, where such failure shall continue for a period of 10 days after receipt of written notice thereof by the District to the Charter School;
- (e) The failure of the Charter School to limit its use of the Site and Facilities to the space allocated to the Charter School pursuant to this Agreement, where such

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failure shall continue for a period of 10 days after receipt of written notice thereof by the District to the Charter School.

**B. Damages.** In the event this Agreement is terminated pursuant to Section 29A (*Default or Breach*) above, or otherwise, the District shall be entitled to damages in the following sums:

- (a) The worth at the time of award of the unpaid payments/monthly installments which have been earned at the time of termination; plus,
- (b) The worth at the time of award of the amount by which the unpaid payments/monthly installments, which would have been earned after termination, until the time of award exceeds the amount of such loss or use that the Charter School proves could have been reasonably avoided; plus,
- (c) The worth at the time of award of the amount by which the unpaid payments/monthly installments for the balance of the term after the time of award exceeds the amount of such loss of use that the Charter School proves could be reasonably avoided; and,
- (d) Any other amount necessary to compensate the District for all detriment proximately caused by the Charter School's failure to perform the Charter School's obligation under this Agreement, or which in the ordinary course of things would be likely to result there from including, without limitation, the following: (i) expenses for cleaning, repairing, or restoring the Site and Facilities; (ii) reasonable advertising costs, and other expenses of entitling any other user to use of the Site and Facilities; (iii) costs of carrying the Site and Facilities and insurance premiums thereon, utilities and security precautions; (iv) expenses in retaking possession of the Site and Facilities; (v) reasonable attorneys' fees and court costs.
- (e) The "worth at the time of award" of the amounts referred to in Subsections (a) and (b) of this section, is computed by allowing interest at the rate of seven percent (7%) per annum. The "worth at the time of award" of the amounts referred to in Subsection (c) of this section is equal to the discount rate of the Federal Reserve Board of San Francisco at the time of award plus one percent (1%). The term "payments/monthly installments" as used in this section shall include all sums required to be paid by the Charter School to the District pursuant to the term of this Agreement.

**Section 30. Dispute Resolution Process.** The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the

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Elevate School

party (the designated representatives must be employee(s) of Charter School or the District); (2) a statement of the facts of the dispute, including information regarding the parties' attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the party. Within 10 business days from receipt of the notice of dispute, the representatives from the Charter School shall meet with representatives from the District in an informal setting to try to resolve the dispute.

If a dispute arises between the District and the Charter School concerning the provisions of this Agreement, nothing in this Agreement shall preclude the dispute being subject to mediation in accordance with the procedures set forth in California Code of Regulations §11969.10(a) through §11969.10(e), if agreeable to both parties.

Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 calendar days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action if the parties so desire.

**31. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered or deposited in the United States mail, registered, or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, notices will be addressed as follows:

If to the District: Regina Rega, Manager  
Instructional Facilities Planning Department  
San Diego Unified School District  
4100 Normal Street, Room 3150  
San Diego, CA 92103  
Email: [rrega@sandi.net](mailto:rrega@sandi.net)

Deidre Walsh, Director, Charter Schools  
San Diego Unified School District  
4100 Normal Street, Annex 15  
San Diego, CA 92103  
Email: [dwalsh1@sandi.net](mailto:dwalsh1@sandi.net)

If to the Charter School: Mr. Ryan Elliott, Executive Director  
Elevate School  
2285 Murray Ridge Rd.  
San Diego, CA 92123  
[relliott@elvateschool.com](mailto:relliott@elvateschool.com)

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San Diego Unified School District and  
Elevate School

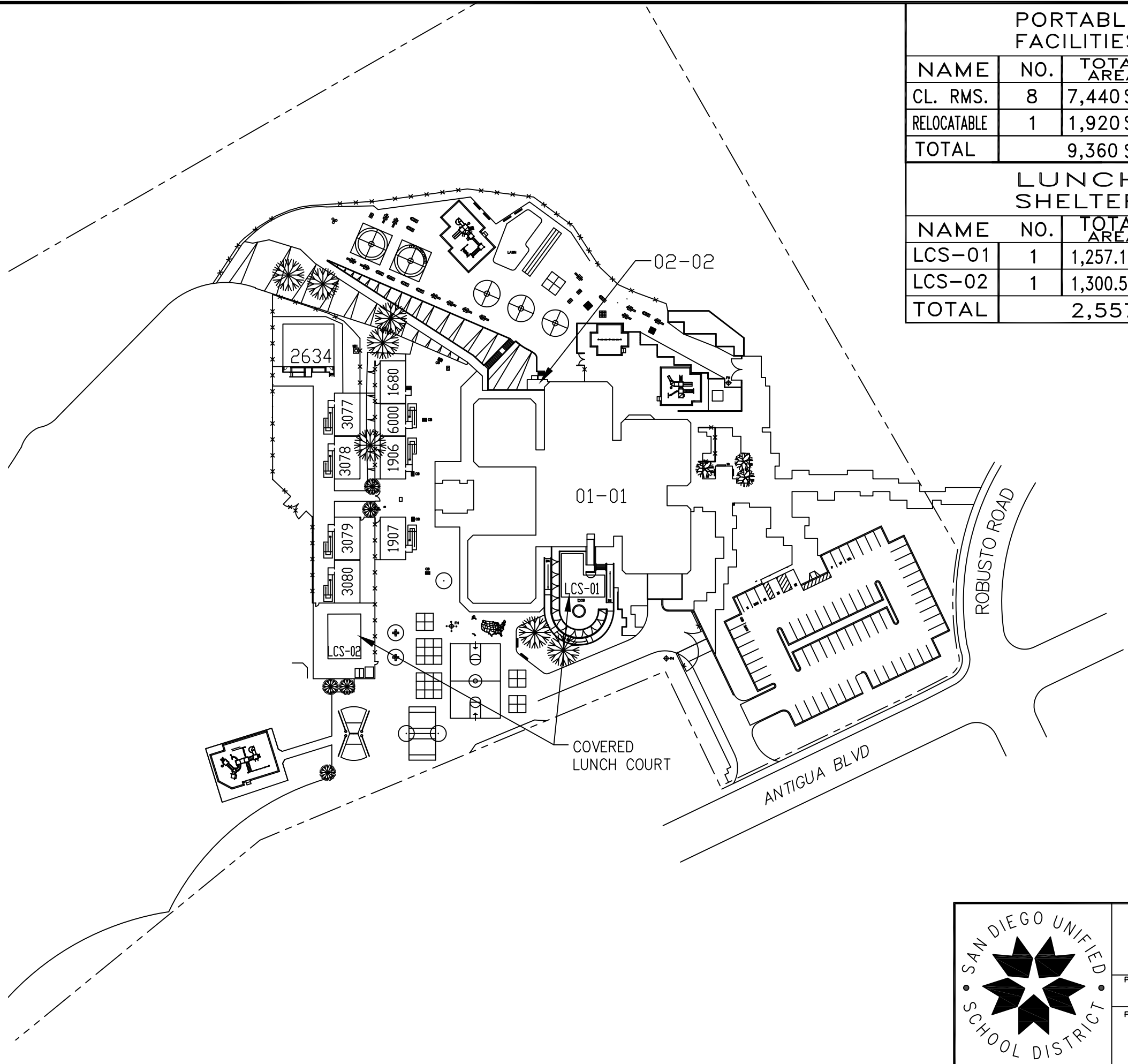
Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the date first above written.

The License Agreement is signed below by the duly authorized representatives of the Parties.

<b>SAN DIEGO UNIFIED SCHOOL DISTRICT</b>	<b>CHARTER SCHOOL</b>
By (Signature): _____ Date: _____ Linda Hippe Director, Purchasing and Contracts San Diego Unified School District	By (Signature): _____ Date: _____ Mr. Ryan Elliott Executive Director Elevate School
<b>LEGALITY AND FORM APPROVED</b>	
Approved in public meeting of the Board of Education of the San Diego Unified School District on _____  By (Signature): _____ Date: _____ Marty Stultz Board Action Officer Board of Education San Diego Unified School District	





PORTABLE FACILITIES			BLDG. ID. #	EXT. GROSS AREA *	DATE OF FINAL COMPLETION *
NAME	NO.	TOTAL AREA	01-01	50,074.04 S.F.	04/11/77
CL. RMS.	8	7,440 S.F.	02-02	137.75 S.F.	2005
RELOCATABLE	1	1,920 S.F.	TOTAL	50,211.79 S.F.	
TOTAL	9,360 S.F.				

LUNCH SHELTER		
NAME	NO.	TOTAL AREA
LCS-01	1	1,257.17
LCS-02	1	1,300.53
TOTAL		2,557

\* ALL DATA OBTAINED FROM FACILITIES MANAGEMENT DATABASE

**ATTACHMENT 1**  
**EXHIBIT A**  
Page 1 of 2

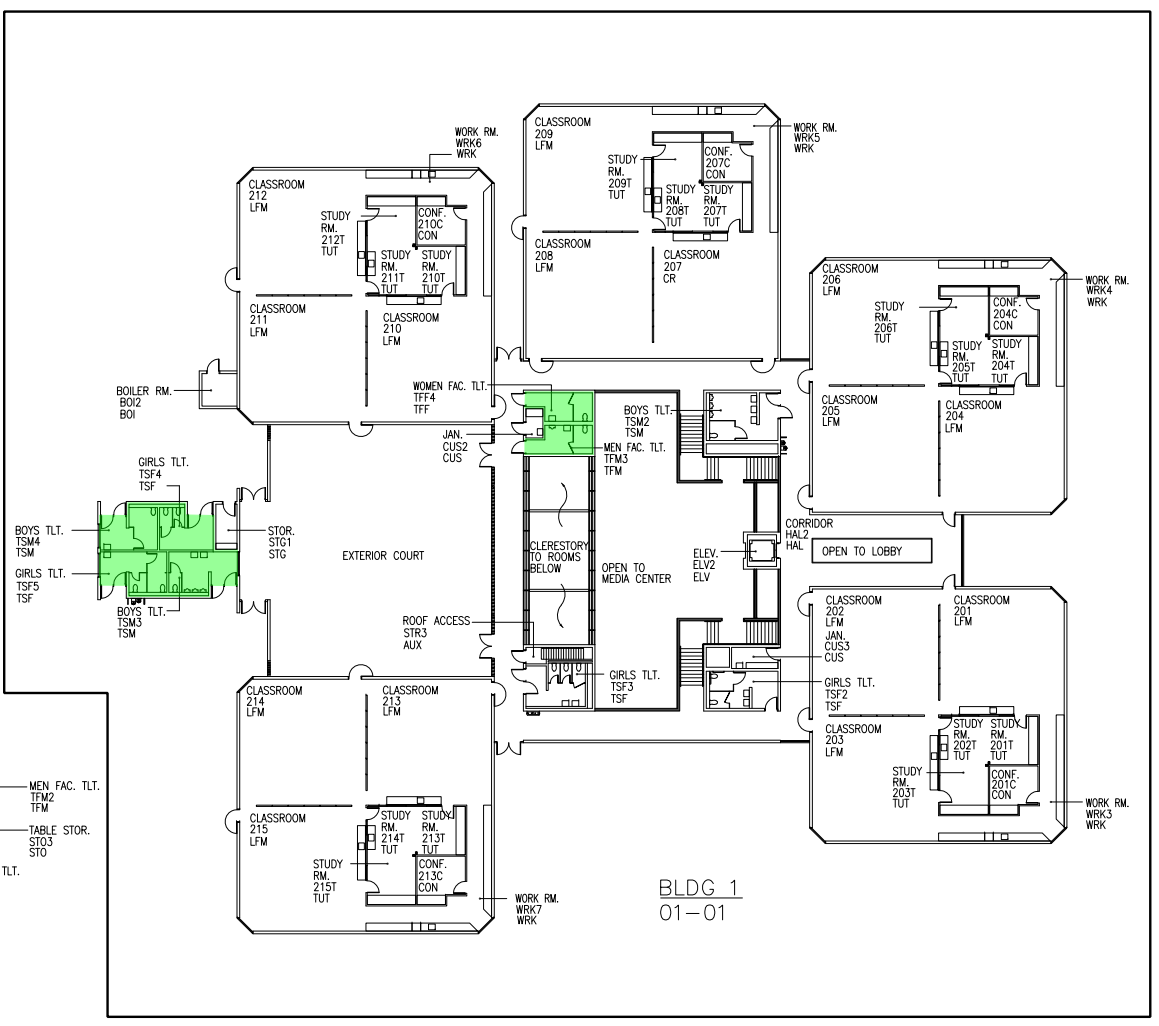
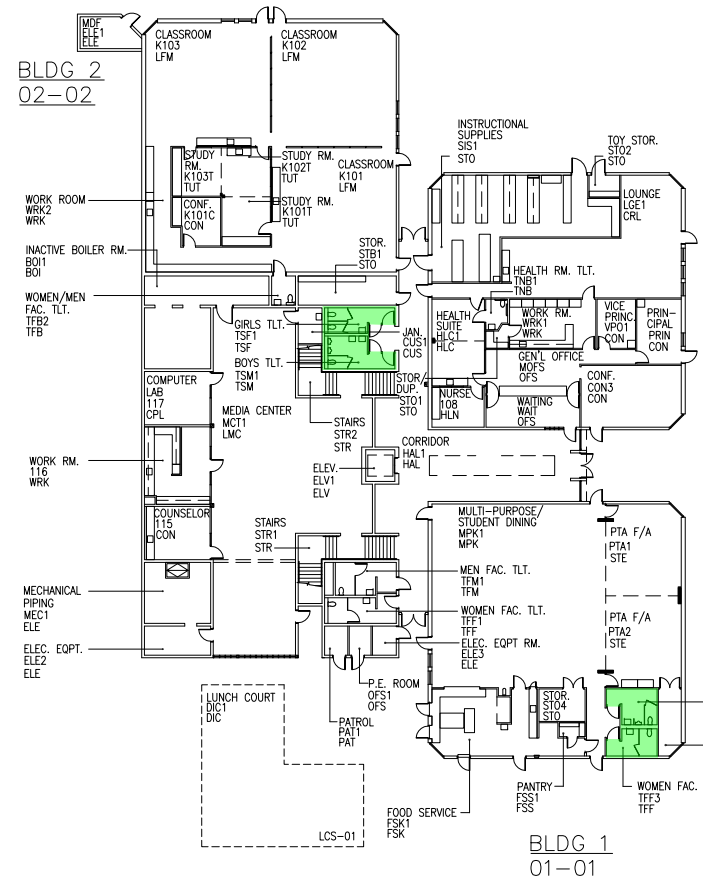
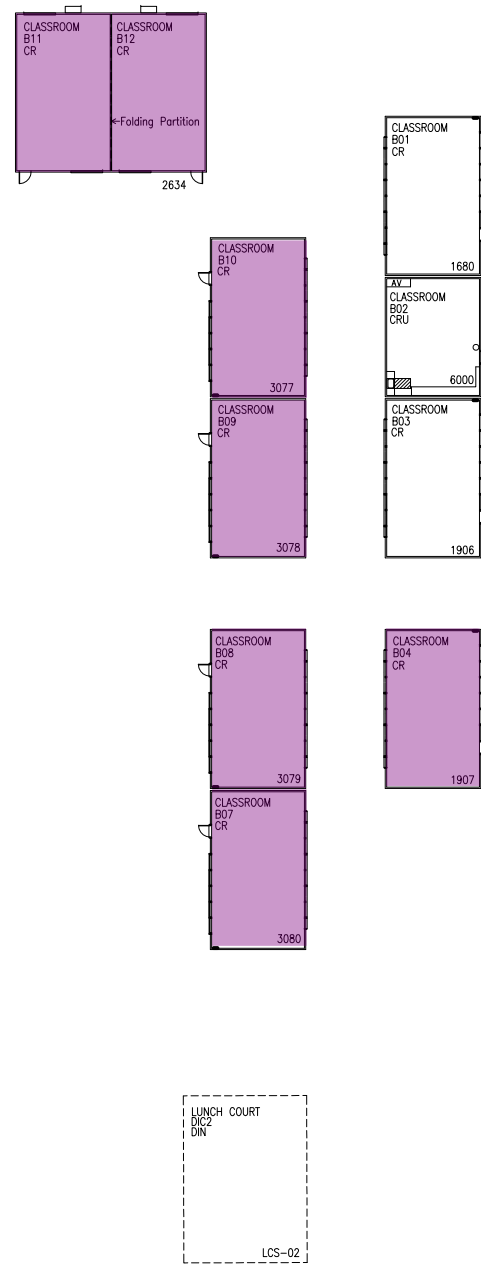
- ⊕ FIRE HYDRANT
- CATCH BASIN



SCALE: 1"=100'

	VISTA GRANDE ES – ELEVATE SCHOOL SMALL SCALE PLOT PLAN 5606 ANTIGUA BOULEVARD SAN DIEGO, CA 92124		SITE LOCATION NO. <b>284</b>
	PREPARED BY THE FACILITIES PLANNING AND CONSTRUCTION PROJECT MANAGEMENT DEPARTMENT	REVISIONS 06/26/14 MDZ 12/17/19 RG	DATE 03/24/16 DRAWN MDZ
	PREPARED FOR THE BOARD OF EDUCATION SAN DIEGO UNIFIED SCHOOL DISTRICT SAN DIEGO, CALIFORNIA	- -	LAND MAP NO. <b>181A</b>

**ATTACHMENT 1**  
**EXHIBIT A**  
Page 2 of 2

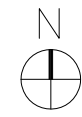


FIRST FLOOR PLAN  
SCALE: 1"=30'

SECOND FLOOR PLAN  
SCALE: 1"=30'

- = Elevate Elementary Charter School
- = Prop. 39 shared space

Unmarked spaces are unavailable for Charter School use



	<b>VISTA GRANDE ELEMENTARY</b> SPACE UTILIZATION PLAN <small>5606 ANTIGUA BOULEVARD, SAN DIEGO, CA 92124</small>		SITE LOCATION NO. <b>284</b>	
	PREPARED BY THE FACILITIES PLANNING AND CONSTRUCTION PROJECT MANAGEMENT DEPARTMENT	REVISIONS 02/13/14 03/24/16 04/27/16 12/17/19 05/03/21 06/08/21	MDZ TMK TMK RG RG	DATE 1/10/08 DRAWN AP CHECKED GS
	PREPARED FOR THE BOARD OF EDUCATION SAN DIEGO UNIFIED SCHOOL DISTRICT SAN DIEGO, CALIFORNIA		LAND MAP NO. <b>181A</b> SH. 1 OF 1	



**ELEVATE SCHOOL  
SHARED USE TERMS**

The following terms and conditions supplement the terms outlined in the main body of this Agreement.

For charter schools that are on shared sites, it is necessary to define the areas of the campus that are to be shared, and the proportion of time each entity has access to the shared area. That proportion of time is based upon the relative percentage of each school’s projected in-district classroom ADA.

Shared non-teaching station areas on campuses may include outdoor spaces (playground and PE), cafeteria/kitchen, large multipurpose space, library, student restrooms, staff restrooms, and small support spaces.

The Vista Grande school campus at 5606 Antigua Boulevard, San Diego California 92124 (“Site”) has sufficient capacity to house all of the Charter School’s in-district classroom ADA. The Charter School is allocated **five (5) classroom spaces and one (1) relocatable building** of approximately 48-feet by 40-feet as exclusive space for general education, assemblies, special education, counseling, support, and/or/office administration purposes.

1. Shared Use of Site. The Charter School shall share use of the Site with Vista Grande Elementary (“Co-Occupant”) and or other District programs and activities for the Term of this Agreement. During the period of shared Site use, the Charter School shall enjoy **exclusive use** of designated facilities, and **shared use** of other facilities (“Shared Use Facilities”) located on the Site, as depicted on page 2 of **Exhibit A** of this Agreement and pursuant to a (“Shared Use Schedule”) to be developed between the Charter School and the Co-Occupant, as described in Section 2 below.

Use of these common areas may require rotation of the available times to accommodate the in-district students of all occupants.

Occupants:

- Elevate School: .....21% of the projected in-district classroom ADA
- Vista Grande Elementary :.....79% of the projected in-district classroom ADA

Upon the expiration of any period of shared use, the terms and obligations of this **Exhibit B** shall no longer apply to the Charter School’s use of the Site and Facilities.

2. Shared Use Schedule. Prior to the Charter School’s occupancy of the Facilities, the Charter School and its Co-Occupant shall develop and document a schedule of use (“Shared Use Schedule”) of the Shared Use Facilities. Shared Use Facilities will be allocated based upon the relative percentages of each school’s projected in-district classroom ADA or based on a time percentage basis representing the same proportional breakdown. The occupants shall negotiate in good faith to develop a Shared Use Schedule that recognizes the needs of students of all occupants, as well as issues related to staffing, school safety, and student supervision. The District has the right to make all final decisions regarding the Shared Use Schedule, and any disputes arising out of the Shared Use Schedule. All Shared Use

Facilities are subject to the policies, regulations, and control of the District for purposes of making use decisions under the Civic Center Act for times outside of the Charter School’s regular school hours.

3. Cost Sharing of Utility Bills. Shared costs of utility bills will be based upon the relative percentages of interior space allocated to each occupant of the Site. The following percentages of interior space shall apply for the Term of this Agreement, based on the space allocations of each school.

- Elevate School: .....13% of the interior space
- Vista Grande Elementary:.....87% of the interior space

The utilities bills for the Site will be addressed to the District. Upon billing from the District, the Charter School shall reimburse the District for the Charter School’s fair share in a timely manner.

4. Landscape Areas Allocated to the Charter School. Shared costs of landscape/grounds maintenance performed by the District will be based upon the percentage of landscaped areas on the Site that are allocated for exclusive use by the Charter school, and for the percentage that is Shared Use by both Site occupants as identified on **Exhibit C**. The following percentages of landscaped areas shall apply for the Term of this Agreement:

- Elevate School: .....4% of the exclusive use areas
- Elevate School : .....19% of the shared use areas

5. Conduct and Control of Charter School and Co-Occupant Activities. It shall be the responsibility of the Charter School and Co-Occupant to maintain control and supervision of its students and staff at all times. The Charter School and Co-Occupant shall ensure that its students are adequately supervised at all times, including times during which Co-Occupant students are sharing common areas with the Charter School. It shall be the responsibility of the Charter school and Co-occupant(s) to record a log of issues to be resolved in a digital document, shared between Co-Occupant(s) and the District identifying any problems related to student conduct, discipline, and behavior, where such problems may have an impact on the Charter School or Co-Occupant, its students, staff, activities, or programs, as applicable.

The Charter school shall indemnify, defend, and hold harmless the District, its Co-Occupant, and their respective trustees, officers, directors, employees, agents, representatives, volunteers, successors and assigns from and against any and all claims, demands, actions, suits, losses, liability, expenses, and costs for any injury, death or damage to any person or property occurring as a result of or arising from the conduct of Charter School students on the Site and Facilities, and from the Charter School’s failure to provide adequate supervision of the Charter School’s students on the Site and Facilities.

The Co-Occupant shall indemnify, defend and hold harmless, the Charter School and its respective trustees, officers, directors, employees, agents, representatives, volunteers, successors and assigns from and against any and all claims, demands, actions, suits, losses, liability, expenses, and costs for any injury, death, or damage to any person or property occurring as a result of or arising from the conduct of Co-Occupant's students on the Site and Facilities, and from the Co-Occupant's failure to provide adequate supervision of the Co-Occupant's students on the Site and Facilities.

6. School Site Safety Plans and Emergency Plans. The Charter School and Co-Occupant agree to adhere to the Vista Grande Elementary Site safety plan, and the school's emergency and evacuation plans. Vista Grande Elementary shall provide copies of these plans to the Charter School. In addition, the District agrees to include representatives of the Charter School in any training that occurs regarding school Site emergency preparedness plans. On or before the first day of school, the Elevate School agrees to file all emergency contact information for staff, students, and volunteers with the Vista Grande Elementary School office.
7. Visitors/Invitees. The Charter School shall ensure that all visitors to the Charter School enter through the Charter School designated entrance, park only in any Charter School assigned spaces, and register at the administrative office of the Charter School. If visitors require access to Shared Use Facilities or common areas of the Site, they must be properly directed or accompanied, and identifiable to the Co-Occupant's students, staff, and faculty on the Site. The Charter School shall maintain a written visitor's log and make a copy available to any District staff upon request.
8. Dispute Resolution. Disputes may arise related to the Shared Use Facilities, the Shared Use Schedule, or the coexistence of the Charter School with its Co-Occupant on the Site. The Charter School shall maintain communication with its Co-Occupant and shall establish a forum for resolving any problems on a timely, cooperative, and reasonable basis. The attempts at resolution shall not incur significant cost or expense to the District. The District, however, reserves the right to make all final decisions regarding disputes on the Site related to shared use. The District shall have the right to terminate Charter School's use of the Site and Facilities for failure to comply with shared use terms and arrangements.



