



Elevate School

Board Meeting

Date and Time

Monday March 9, 2026 at 4:00 PM PDT

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

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

Agenda

	Purpose	Presenter	Time
I. Opening Items			4:00 PM
A. Record Attendance and Guests		Cheryl Gorman	1 m
B. Call the Meeting to Order		Cheryl Gorman	1 m
C. Approve Agenda	Vote	Cheryl Gorman	1 m
D. Approve Minutes from February 9 Board Meeting	Approve Minutes	Cheryl Gorman	2 m

	Purpose	Presenter	Time
E. Core Values and Board Meeting Protocol		Cheryl Gorman	2 m
F. Non-Agenda Public Comment		Cheryl Gorman	5 m
II. Agenda Items			4:12 PM
A. Executive Director Report	FYI	Ryan Elliott	15 m
B. Fiscal Update	FYI	Chancellor Brown	10 m
C. Approve Second Interim Financials	Vote	Ryan Elliott	10 m
D. Approve Board Resolution (2026-1) Regarding Immigration Enforcement at Elevate School and Recently Enacted California Law Attorney General's Model Policies	Vote	Ryan Elliott	10 m
E. Approve Updated Elevate School Foundation (TESF) Bylaws	Vote	Cheryl Gorman	10 m
F. Approve Student Teaching Agreement with the Trustees of the California State University (SDSU)	Vote	Ryan Elliott	5 m
G. Approve Revised Certificated Compensation Schedule ** Revised Certificated Compensation Schedule ** If approved, revised Standard Benefit amounts apply to all employees who work at least 30 hours.	Vote	Ryan Elliott	5 m
H. 25-26 Board Goal Updates	Discuss	Cheryl Gorman	10 m
III. Closing Items			5:27 PM
A. Adjourn Meeting	Vote		

Coversheet

Approve Minutes from February 9 Board Meeting

Section: I. Opening Items
Item: D. Approve Minutes from February 9 Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Board Meeting on February 9, 2026

APPROVED



Elevate School

Minutes

Regular Board Meeting

Date and Time

Monday February 9, 2026 at 4:00 PM

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

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Directors Present

Becky Madeja, Cheryl Gorman, Jane Leverson, Sophie Karagianes

Directors Absent

Chancellor Brown

Directors who arrived after the meeting opened

Jane Leverson

I. Opening Items

A.

Record Attendance and Guests

B. Call the Meeting to Order

Cheryl Gorman called a meeting of the board of directors of Elevate School to order on Monday Feb 9, 2026 at 4:02 PM.

C. Approve Agenda

Sophie Karagianes made a motion to approve agenda.

Becky Madeja seconded the motion.

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

Roll Call

- Cheryl Gorman Aye
- Sophie Karagianes Aye
- Jane Levenson Absent
- Becky Madeja Aye
- Chancellor Brown Absent

D. Approve Minutes from January 12 Board Meeting

Sophie Karagianes made a motion to approve the minutes from Board Meeting on 01-12-26.

Cheryl Gorman seconded the motion.

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

Roll Call

- Cheryl Gorman Aye
- Sophie Karagianes Aye
- Chancellor Brown Absent
- Becky Madeja Aye
- Jane Levenson Absent

Sophie Karagianes made a motion to approve the minutes from Board Meeting on 01-12-26.

Cheryl Gorman seconded the motion.

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

Roll Call

- Becky Madeja Aye
- Chancellor Brown Absent
- Sophie Karagianes Aye
- Cheryl Gorman Aye
- Jane Levenson Absent

E. Core Values and Board Meeting Protocol

Core Values were read aloud by the Board.

F.

Non-Agenda Public Comment

There was no non-agenda public comment

II. Agenda Items

A. Executive Director Report

Enrollment is steady.

Attendance has been challenging due post-holiday health challenges.

Team is working on attendance engagement

411 lottery applications received so far - lottery March 20th

Fun Run coming up soon 2/26 and 2/27

MVP mentoring program starting (Men of Value & Purpose)

Jane Levenson arrived at 4:15 PM.

B. Fiscal Update

No changes in key points this month (December 2025)

Enrollment and ADA impacts discussed

Financials stay strong

Cash on hand and cash reserves stay steady

C. LCAP Midyear Update

Overall, goals are being accomplished and strategies are being implemented.

D. Approve Comprehensive School Safety Plan

Becky Madeja made a motion to approve the Comprehensive School Safety Plan.

Sophie Karagianes seconded the motion.

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

Roll Call

Cheryl Gorman Aye

Sophie Karagianes Aye

Becky Madeja Aye

Chancellor Brown Absent

Jane Levenson Aye

E. Approve Lease Addendum for 2285 Murray Ridge Rd

Sophie Karagianes made a motion to approve Lease Addendum for 2285 Murray Ridge Road.

Jane Levenson seconded the motion.

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

Roll Call

Chancellor Brown Absent
Jane Leverson Aye
Cheryl Gorman Aye
Sophie Karagianes Aye
Becky Madeja Aye

F. Approve Revised English Learner Reclassification Criteria

Jane Leverson made a motion to approve the Revised English Learner Reclassification Criteria.

Becky Madeja seconded the motion.

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

Roll Call

Becky Madeja Aye
Jane Leverson Aye
Cheryl Gorman Aye
Sophie Karagianes Aye
Chancellor Brown Absent

G. Approve Revised Independent Study Policy

Becky Madeja made a motion to approve the Revised Independent Study Policy.

Cheryl Gorman seconded the motion.

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

Roll Call

Cheryl Gorman Aye
Chancellor Brown Absent
Becky Madeja Aye
Sophie Karagianes Aye
Jane Leverson Aye

H. Executive Director Evaluation MidYear Check-in

Update to Executive Director has been well received and will be helpful for completing the end of year evaluation moving forward.

I. 25-26 Board Goal Updates

The Elevate School Foundation (TESF) board goal progress was discussed.

III. Closing Items

A. Adjourn Meeting

Becky Madeja made a motion to adjourn the meeting.

Sophie Karagianes seconded the motion.

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

Roll Call

Becky Madeja Aye
Cheryl Gorman Aye
Chancellor Brown Absent
Sophie Karagianes Aye
Jane Levenson Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:30 PM.

Respectfully Submitted,
Becky Madeja

Coversheet

Fiscal Update

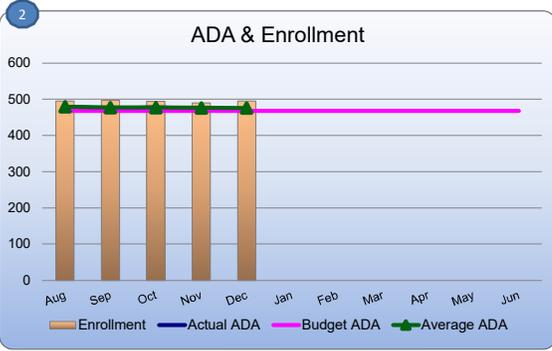
Section: II. Agenda Items
Item: B. Fiscal Update
Purpose: FYI
Submitted by:
Related Material: Elevate Financial Package January 2026.pdf

ELEVATE SCHOOL - Financial Dashboard (January 2026)

1 Key Performance Indicators

ADA vs. Budget ● Cash on Hand ●

Net Income / (Loss) ● Year-End Cash ●



KEY POINTS

Student Supports & Professional Development Discretionary Block Grant -One-time funding and spend by 6/30/29

Student Support and Professional Development Discretionary Block Grant funds can be expended for discretionary purposes, including, but not limited to, all of the following:

- Providing standards-aligned professional development for teachers
- Developing and expanding teacher recruitment and retention strategies.
- Expanding career pathways and dual enrollment efforts, consistent with the Master Plan for Career Education.
- Addressing rising costs.

Allocation: \$ 142,245

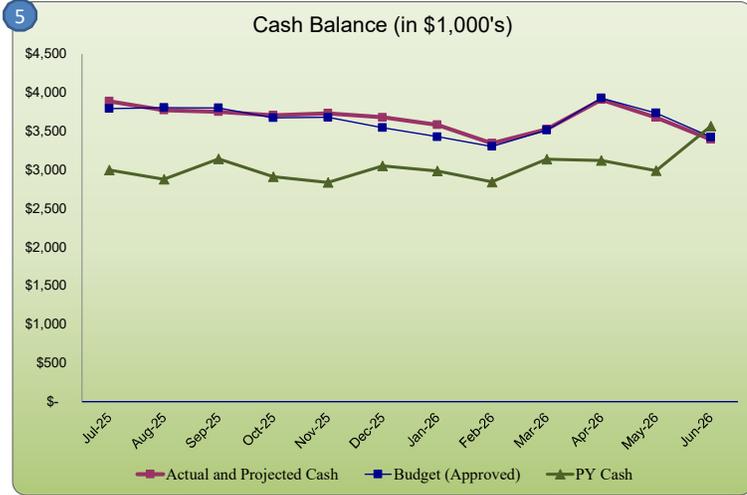
Learning Recovery Emergency Block Grant

- Learning recovery initiatives through the 2027–28 school year that, at minimum, support academic learning recovery and staff and pupil social and emotional well-being.
- Partial restoration of funding previously reduced funds in 2023-24
- Grant balance requires a student needs assessment and inclusion in the LCAP

Allocation: \$ 19,104

Attendance Analysis	Actual through Month 5	Forecast P2	Budget P2	Budget Variance B/(W)	Prior Month Forecast	Prior Mo Variance B/(W)	FY 24-25
Enrollment	495	490	485	5	490	0	478
Attendance %	96.2%	96.3%	96.5%	-0.2%	96.3%	0.0%	95.7%
Avg Daily Attendance (ADA)	475.58	474.67	468.03	6.64	474.67	0.00	454.09

Income Statement	Actual through 01/31/26	Forecast as of 01/31/26	FY 25-26 Budget	Budget Variance B/(W)	Prior Month Forecast	Prior Mo Variance B/(W)	FY 24-25
Local Control Funding Formula	2,729,707	5,647,358	5,565,156	82,202	5,647,358	0	5,258,458
Federal Revenue	488,002	926,316	915,878	10,438	926,316	0	938,873
State Revenue	1,241,252	1,163,741	944,370	219,371	1,120,925	42,816	867,043
Other Local Revenue	302,967	547,413	504,771	42,642	547,418	(5)	1,369,702
Grants/Fundraising	64,725	151,759	151,759	0	151,759	0	139,290
TOTAL REVENUE	4,826,654	8,436,587	8,081,934	354,653	8,393,776	42,811	8,573,367
<i>Total per ADA</i>		17,774	17,268	506	17,683	90	18,880
<i>w/o Grants/Fundraising</i>		17,454	16,944	510	17,364	90	18,574
Certificated Salaries	1,994,204	3,457,524	3,306,851	(150,673)	3,467,670	10,146	3,275,735
Classified Salaries	645,754	1,229,078	1,122,501	(106,577)	1,259,403	30,325	1,151,319
Benefits	796,616	1,345,218	1,315,631	(29,588)	1,338,508	(6,711)	1,246,984
Student Supplies	252,646	489,085	496,190	7,105	489,085	0	508,159
Operating Expenses	865,825	1,738,428	1,719,485	(18,944)	1,738,428	0	1,669,930
Other	22,334	45,770	30,375	(15,395)	44,771	(999)	28,413
TOTAL EXPENSES	4,577,379	8,305,104	7,991,033	(314,071)	8,337,866	32,761	7,880,539
<i>Total per ADA</i>		17,497	17,074	(423)	17,566	(69)	17,355
NET INCOME / (LOSS)	249,275	131,482	90,900	40,582	55,910	75,572	692,827
OPERATING INCOME	271,609	175,363	121,276	54,087	100,682	74,681	721,240



Year-End Cash Balance		
Projected	Budget	Variance
3,393,206	3,422,597	(29,391)

Balance Sheet	6/30/2025	12/31/2025	1/31/2026	6/30/2026
Assets				
Cash, Operating	3,565,591	3,677,788	3,579,792	3,393,206
Cash, Restricted	0	0	0	0
Accounts Receivable	623,129	9,601	8,672	732,602
Due From Others	640	640	2,134	2,134
Deposits/Prepays	120,889	94,775	94,775	176,659
Net Fixed Assets	67,656	109,151	115,704	92,268
Lease Assets	0	(263,897)	(308,578)	(535,033)
Other Assets	543,530	543,530	543,530	543,530
Total Assets	4,921,434	4,171,589	4,036,028	4,405,366
Liabilities				
A/P & Payroll	77,887	159,374	128,860	183,062
Due to Others	171,474	114,468	114,468	786,541
Deferred Revenue	776,112	0	0	0
Lease Liabilities	0	(303,896)	(352,537)	(591,680)
Other Liabilities	546,543	546,543	546,543	546,543
Total Debt	0	0	0	0
Total Liabilities	1,572,017	516,490	437,336	924,466
Equity				
Beginning Fund Bal.	2,656,591	3,349,418	3,349,418	3,349,418
Net Income/(Loss)	692,827	305,681	249,275	131,482
Total Equity	3,349,418	3,655,099	3,598,693	3,480,901
Total Liabilities & Equity	4,921,435	4,171,589	4,036,028	4,405,367

Days Cash on Hand	166	162	158	150
Cash Reserve %	45.4%	44.3%	43.3%	41.1%



**Elevate School
Balance Sheet
As of January 31, 2026**

Financial Row	Amount
Assets	
Current Assets	
Cash	\$3,579,791
Accounts Receivable	\$8,674
Due From Others	\$2,134
Deposits	\$42,000
Prepaid Expenses	\$52,775
Total Current Assets	\$3,685,373
Long Term Assets	
Fixed Assets	\$115,702
Right of Use Assets	\$234,952
Total Long Term Assets	\$350,654
Total Assets	\$4,036,027
Liabilities & Equity	
Liabilities	
Current Liabilities	
Accounts Payable	\$26,056
Payroll Liabilities	\$102,803
Due to Others	\$81,544
Current Leases Payable	\$191,142
Total Current Liabilities	\$401,546
Long Term Liabilities	
Compensated Absences Payable	\$27,291
Long Term Lease Liabilities	\$8,497
Total Long Term Liabilities	\$35,788
Total Liabilities	\$437,334
Equity	
Unrestricted Fund Balance	
Beginning Fund Balance	\$3,349,418
Net Income	249,275
Less Restricted Funds	\$0
Total Unrestricted Fund Balance	\$3,598,693
Total Equity	\$3,598,693
Total Liabilities & Equity	\$4,036,027

Elevate School Income Statement For the 7 Months Ending January 31, 2026

	Current Month Actual	Current Month Budget	Current Month Variance	YTD Actual	YTD Budget	YTD Variance	Total Budget	Budget Remaining
Income								
LCFF Revenues								
8011 - Local Control Funding Formula	72,775	79,445	(6,670)	444,735	485,497	(40,762)	909,821	465,086
8012 - Education Protection Account	0	22,705	(22,705)	45,434	45,409	25	93,606	48,172
8096 - In Lieu of Property Taxes	358,326	354,069	4,257	2,239,538	2,212,930	26,608	4,561,729	2,322,191
Total LCFF Revenues	\$431,101	\$456,218	(\$25,117)	\$2,729,707	\$2,743,837	(\$14,130)	\$5,565,156	\$2,835,449
Federal Revenues								
8181 - Special Education - Federal (IDEA)	0	5,086	(5,086)	0	31,786	(31,786)	66,640	66,640
8221 - Child Nutrition - Federal	6,811	15,554	(8,743)	33,226	29,380	3,847	150,355	117,128
8291 - Title I	0	16,856	(16,856)	50,072	16,856	33,217	67,422	17,350
8292 - Title II	0	2,865	(2,865)	9,619	2,865	6,754	11,461	1,842
8295 - Title IV, SSAE	0	2,500	(2,500)	2,500	2,500	0	10,000	7,500
8299 - All Other Federal Revenue	0	0	0	392,585	0	392,585	610,000	217,415
Total Federal Revenues	\$6,811	\$42,860	(\$36,050)	\$488,002	\$83,387	\$404,616	\$915,878	\$427,875
Other State Revenues								
8520 - Child Nutrition - State	14,541	4,198	10,343	73,371	7,930	65,441	40,583	(32,788)
8550 - Mandate Block Grant	0	0	0	9,323	9,319	4	9,319	(4)
8561 - State Lottery - Non Prop 20	37,671	23,342	14,329	37,671	23,342	14,329	93,368	55,697
8562 - State Lottery - Prop 20	0	0	0	0	0	0	40,085	40,085
8592 - State Mental Health	3,470	3,409	61	21,206	20,830	376	37,873	16,667
8595 - Expanded Learning Opportunity Program	17,399	28,876	(11,477)	342,484	176,464	166,020	320,844	(21,640)
8596 - Prop 28 Arts & Music	6,961	6,265	696	94,967	38,288	56,679	69,615	(25,352)
8599 - State Revenue - Other	0	0	0	662,230	216,244	445,986	332,683	(329,547)
Total Other State Revenues	\$80,042	\$66,090	\$13,952	\$1,241,252	\$492,417	\$748,835	\$944,370	(\$296,883)
Local Revenues								
8660 - Interest & Dividend Income	5,774	4,768	1,006	51,638	35,661	15,977	85,000	33,362
8662 - Net Increase (Decrease) in Fair Value of Investments	1,407	0	1,407	19,960	0	19,960	0	(19,960)
8699 - All Other Local Revenue	0	0	0	237	0	237	0	(237)
8792 - Transfers of Apportionments - Special Education	75,342	32,582	42,761	229,480	203,634	25,846	419,771	190,291
Total Local Revenues	\$82,523	\$37,349	\$45,173	\$301,315	\$239,296	\$62,019	\$504,771	\$203,456
Grants & Fundraising								
8692 - Grants	6,700	167	6,533	61,700	67,018	(5,318)	145,000	83,300
8695 - Contributions & Events	3,025	0	3,025	3,025	0	3,025	0	(3,025)
8696 - Other Fundraising	0	65	(65)	0	2,795	(2,795)	6,759	6,759
Total Grants & Fundraising	\$9,725	\$232	\$9,493	\$64,725	\$69,813	(\$5,088)	\$151,759	\$87,034
Other Prior Year Adjustments								
8999 - Other Prior Year Adjustment	(5)	0	(5)	1,653	0	1,653	0	(1,653)
Total Other Prior Year Adjustments	(\$5)	\$0	(\$5)	\$1,653	\$0	\$1,653	\$0	(\$1,653)
Gross Income	\$610,197	\$602,750	\$7,446	\$4,826,654	\$3,628,749	\$1,197,905	\$8,081,934	\$3,255,280
Expenses								
Certificated Salaries								

Elevate School Income Statement For the 7 Months Ending January 31, 2026

	Current Month Actual	Current Month Budget	Current Month Variance	YTD Actual	YTD Budget	YTD Variance	Total Budget	Budget Remaining
1110 - Teachers' Salaries	222,732	229,697	(6,965)	1,357,558	1,148,487	209,071	2,296,973	939,416
1170 - Teachers' Salaries - Substitute	11,321	7,757	3,564	62,895	38,786	24,108	77,572	14,678
1175 - Teachers' Salaries - Stipend/Extra Duty	0	2,000	(2,000)	0	10,000	(10,000)	20,000	20,000
1213 - Certificated Pupil Support - Guidance & Counseling	14,198	14,621	(423)	85,188	73,106	12,082	146,211	61,024
1215 - Certificated Pupil Support - Psychologist	5,360	2,392	2,968	43,089	14,354	28,735	26,315	(16,774)
1299 - Certificated Pupil Support - Other	511	0	511	3,080	0	3,080	0	(3,080)
1300 - Certificated Supervisors' & Administrators' Salaries	65,892	58,027	7,865	441,833	368,291	73,542	658,426	216,594
1900 - Other Certificated Salaries	165	7,396	(7,231)	563	44,374	(43,811)	81,353	80,790
Total Certificated Salaries	\$320,179	\$321,891	(\$1,712)	\$1,994,204	\$1,697,398	\$296,806	\$3,306,851	\$1,312,647
Classified Salaries								
2111 - Instructional Aide & Other Salaries	51,505	54,431	(2,926)	363,555	272,154	91,401	544,307	180,752
2131 - Classified Teacher Salaries	906	941	(36)	7,528	4,706	2,822	9,413	1,885
2200 - Classified Support Salaries	6,302	9,465	(3,162)	50,360	52,056	(1,696)	99,379	49,019
2300 - Classified Supervisors' & Administrators' Salaries	3,661	2,967	695	29,477	20,768	8,708	35,603	6,126
2400 - Classified Office Staff Salaries	23,206	34,305	(11,100)	182,165	234,609	(52,444)	406,136	223,970
2900 - Other Classified Salaries	2,490	2,766	(277)	12,670	13,832	(1,162)	27,664	14,994
Total Classified Salaries	\$88,070	\$104,875	(\$16,805)	\$645,754	\$598,125	\$47,629	\$1,122,501	\$476,747
Employee Benefits								
3111 - STRS - State Teachers Retirement System	60,959	61,481	(522)	361,427	324,203	37,224	631,609	270,182
3311 - OASDI - Social Security	5,382	6,502	(1,121)	39,666	37,084	2,582	69,595	29,929
3331 - MED - Medicare	5,829	6,188	(359)	37,735	33,285	4,450	64,226	26,491
3401 - H&W - Health & Welfare	41,612	39,007	2,606	312,390	273,048	39,343	468,082	155,691
3501 - SUI - State Unemployment Insurance	201	213	(12)	1,301	1,148	153	2,215	914
3601 - Workers' Compensation Insurance	4,635	5,256	(621)	39,189	47,301	(8,112)	63,068	23,879
3901 - Other Retirement Benefits	613	1,573	(960)	2,797	8,972	(6,175)	16,838	14,041
3902 - Other Benefits	2,111	0	2,111	2,111	0	2,111	0	(2,111)
Total Employee Benefits	\$121,343	\$120,220	\$1,122	\$796,616	\$725,040	\$71,576	\$1,315,631	\$519,015
Supplies								
4111 - Core Curricula Materials	0	0	0	37,861	56,436	(18,575)	56,436	18,575
4211 - Books & Other Reference Materials	1,015	0	1,015	5,951	15,712	(9,761)	15,712	9,761
4311 - Student Materials	6,326	4,504	1,822	35,730	31,526	4,204	54,045	18,315
4351 - Office Supplies	6,090	2,618	3,472	15,657	18,324	(2,668)	31,413	15,756
4371 - Custodial Supplies	3,215	1,568	1,647	8,734	10,977	(2,243)	18,818	10,084
4391 - Food (Non Nutrition Program)	2,335	1,694	641	11,363	11,857	(494)	20,327	8,964
4392 - Uniforms	0	1,352	(1,352)	3,725	9,466	(5,741)	16,228	12,503
4393 - PE & Sports Equipment	852	512	340	5,507	3,581	1,926	6,139	633
4395 - Before & After School Program Supplies	0	107	(107)	0	751	(751)	1,288	1,288
4399 - All Other Supplies	1,228	0	1,228	5,163	15,366	(10,202)	15,366	10,202
4411 - Non Capitalized Equipment	2,814	0	2,814	11,910	44,119	(32,209)	44,119	32,209
4711 - Nutrition Program Food & Supplies	20,046	15,824	4,222	111,045	55,384	55,660	216,300	105,255
Total Supplies	\$43,921	\$28,179	\$15,742	\$252,646	\$273,501	(\$20,855)	\$496,190	\$243,544

Elevate School Income Statement For the 7 Months Ending January 31, 2026

	Current Month Actual	Current Month Budget	Current Month Variance	YTD Actual	YTD Budget	YTD Variance	Total Budget	Budget Remaining
Operating Expenses								
5211 - Travel & Conferences	1,000	944	56	7,113	6,611	502	11,333	4,220
5311 - Dues & Memberships	2,000	2,105	(105)	24,229	14,735	9,494	25,260	1,031
5451 - General Insurance	0	3,541	(3,541)	48,488	31,872	16,616	42,496	(5,992)
5511 - Utilities	0	1,446	(1,446)	0	10,120	(10,120)	17,349	17,349
5521 - Security Services	0	18	(18)	0	128	(128)	219	219
5531 - Housekeeping Services	2,716	4,732	(2,016)	29,237	33,122	(3,884)	56,780	27,543
5599 - Other Facility Operations & Utilities	0	1,329	(1,329)	2,153	9,300	(7,147)	15,943	13,790
5619 - Other Facility Rentals	45,090	45,630	(541)	316,342	319,413	(3,071)	547,566	231,224
5621 - Equipment Lease	7,789	2,221	5,567	27,913	15,549	12,364	26,655	(1,258)
5631 - Vendor Repairs	0	409	(409)	964	2,861	(1,897)	4,905	3,941
5812 - Field Trips & Pupil Transportation	4,165	4,263	(98)	24,211	29,844	(5,633)	51,160	26,950
5821 - Legal	0	1,000	(1,000)	2,825	7,000	(4,176)	12,000	9,176
5823 - Audit	0	833	(833)	14,288	5,833	8,454	10,000	(4,288)
5831 - Advertisement & Recruitment	0	1,102	(1,102)	225	7,711	(7,486)	13,219	12,994
5841 - Contracted Substitute Teachers	0	527	(527)	604	3,688	(3,084)	6,323	5,719
5842 - Special Education Services	0	17,395	(17,395)	78,693	121,764	(43,071)	208,739	130,046
5843 - Non Public School	0	1,368	(1,368)	0	9,575	(9,575)	16,414	16,414
5844 - After School Services	0	12,491	(12,491)	30,418	87,438	(57,020)	149,894	119,476
5849 - Other Student Instructional Services	4,000	3,456	544	27,300	24,192	3,108	41,473	14,173
5852 - PD Consultants & Tuition	178	3,412	(3,235)	11,240	23,886	(12,646)	40,947	29,707
5854 - Nursing & Medical (Non-IEP)	0	59	(59)	0	410	(410)	703	703
5859 - All Other Consultants & Services	6,340	19,233	(12,892)	116,717	134,630	(17,913)	230,795	114,077
5861 - Non Instructional Software	352	4,281	(3,929)	46,451	29,967	16,484	51,371	4,920
5865 - Fundraising Cost	0	198	(198)	0	1,383	(1,383)	2,371	2,371
5871 - District Oversight Fees	7,433	4,638	2,796	14,866	32,463	(17,597)	55,652	40,785
5872 - Special Education Fees (SELPA)	3,042	1,167	1,875	8,700	7,296	1,404	14,592	5,892
5899 - All Other Expenses	1,394	671	723	4,080	4,694	(613)	8,046	3,966
5911 - Office Phone	1,460	1,463	(3)	13,109	10,242	2,867	17,558	4,449
5921 - Internet	1,349	3,167	(1,818)	14,980	22,167	(7,187)	38,000	23,020
5923 - Website Hosting	58	6	51	74	44	29	76	2
5931 - Postage & Shipping	27	114	(87)	534	797	(264)	1,367	833
5999 - Other Communications	12	23	(11)	72	163	(91)	280	208
Total Operating Expenses	\$88,403	\$143,242	(\$54,839)	\$865,825	\$1,008,899	(\$143,075)	\$1,719,485	\$853,660
Capital Outlay								
6901 - Depreciation Expense	4,687	2,526	2,161	22,334	17,785	4,550	30,375	8,041
Total Capital Outlay	\$4,687	\$2,526	\$2,161	\$22,334	\$17,785	\$4,550	\$30,375	\$8,041
Total Expenses	\$666,603	\$720,933	(\$54,330)	\$4,577,379	\$4,320,747	\$256,632	\$7,991,033	\$3,413,654
Net Income	(\$56,406)	(\$118,183)	\$61,777	\$249,275	(\$691,998)	\$941,273	\$90,900	(\$158,374)

**Elevate School
Check Register
For the Month Ending January 31, 2026**

Check #	Vendor Name	Date	Description	Amount
2601020-1019M	HEALTH NET OF CALIFORNIA, INC	1/2/2026	01/26 - HEALTH PREMIUM	19,552.39
P083744	KCE CHAMPIONS LLC	1/5/2026	11/25 - AFTER SCHOOL TUITION	10,403.00
P083745	AMAZON CAPITAL SERVICES	1/5/2026	YARNS, POPCORN, YARN NEEDLE SET, ETC	424.75
2601080-1019M	CHARTERSAFE	1/8/2026	01/26 - WORKERS' COMPENSATION	4,635.00
2601081-1019M	INFLATABLE DESIGN GROUP, FLORIDA	1/8/2026	(1) INFLATABLE ANGULAR ARCH W/ 3D LOGOS	4,360.00
1543M	TONY LAW	1/9/2026	12/09/25-12/17/25 - CUSTODIAL SERVICES	189.00
A028689	TOP NOTCH CATERING	1/9/2026	12/25 - MEALS	20,046.21
E025781	NTV CORPORATION	1/9/2026	12/25 - INTERPRETATION SERVICE	825.00
E025782	SPECIALIZED THERAPY SERVICES, INC	1/9/2026	11/25 - APE, AUDIOLOGY, DEAF & HARD OF HEARING	1,190.00
E025783	WESS TRANSPORTATION SERVICES, INC.	1/9/2026	12/15/25 - 4TH GRADE FIELDTRIP REUBEN H FLEET SPACE THEATER	947.03
P084032	CHRISTY WHITE ASSOCIATES	1/9/2026	FY24-25 - CHARTER SCHOOL AUDIT - SINGLE AUDIT FEE	4,500.00
P084033	JEFFREY JAMES THIEL	1/9/2026	12/25 - INSTRUCTIONAL CONSULTATION SERVICES	750.00
P084034	AMAZON CAPITAL SERVICES	1/9/2026	STUDENT MATERIALS	92.16
P084035	AT&T	1/9/2026	12/07/25-1/06/26 - PHONE SERVICE	1,464.73
2601140-1019M	US BANK EQUIPMENT FINANCE	1/14/2026	10/25-12/25 - CONTRACT PAYMENT, TRANSITION BILLING, ORIGIN	1,493.66
2601141-1019M	US BANK EQUIPMENT FINANCE	1/14/2026	01/26 - CONTRACT PAYMENT, SALES TAX	1,924.16
2601150-1019M	MUTUAL OF OMAHA INSURANCE COMPANY	1/15/2026	02/26 - HEALTH PREMIUM	1,191.45
A028849	WAXIE'S SANITARY SUPPLY	1/16/2026	TOILET PAPER, CORELESS TOWELS	446.37
A028850	EXED	1/16/2026	12/25 - BUSINESS SERVICES, PAYCHEX FEES	12,423.43
A028851	ODP BUSINESS SOLUTIONS LLC	1/16/2026	PAPER COPY, TONERS	2,281.10
A028852	DBA CITY VIEW CHURCH	1/16/2026	02/26 - OFFICE SPACE & MS CAMPUS RENTAL	22,050.00
E025916	ODP BUSINESS SOLUTIONS LLC	1/16/2026	EASEL PAD, PAINTERS TAPE, GLUE STICKS, PAPER	207.82
E025917	IDENTITY THEFT GUARD SOLUTIONS, INC	1/16/2026	12/25 - IDENTITY THEFT PROTECTION	264.20
E025918	CINTAS	1/16/2026	AUTOSOAP, MICROFIBER WIPES, HAND SANITIZER	561.33
P084393	FAITH COMMUNITY CHURCH	1/16/2026	02/26 - RENT & INTERNET CREDIT	24,948.34
P084394	JAN-PRO OF SAN DIEGO	1/16/2026	12/25 - JANITORIAL SERVICE FOR TS	1,827.00
P084395	CHARTER TECH SERVICES	1/16/2026	12/25 - MONTHLY TECH SERVICE	9,347.26
P084396	AT&T	1/16/2026	12/07/25-01/06/26 - INTERNET SERVICE	1,639.14
P084397	AMAZON CAPITAL SERVICES	1/16/2026	STEAM MATERIALS	2,794.22
P084398	AZTEC LEASING, INC (SMX6071)	1/16/2026	12/27/25-01/26/26 - COPIER LEASE	765.94
P084399	JENNA ROBBINS	1/16/2026	AMAZON - BOOKS	176.50
P084400	AZTEC LEASING, INC (SMX6071)	1/16/2026	12/10/25-01/09/26 COPIER LEASE	261.84
P084401	APEX THERAPIES, INC	1/16/2026	12/25 - OCCUPATIONAL THERAPY SERVICES	10,104.00
P084402	SHARP ELECTRONICS CORPORATION	1/16/2026	11/26/25-12/26/25 - COPIER LEASE USAGE	1,154.74
2601200-1019M	ASSURITY LIFE INSURANCE COMPANY	1/20/2026	01/26 - HEALTH PREMIUM	2,448.49
2601210-1019M	CHOICE BUILDER ADMINISTRATORS	1/21/2026	02/26 - HEALTH PREMIUM	4,064.71
A029052	JEREMIAH GIRARD	1/26/2026	12/15/26-01/16/26 - MAINTENANCE & CUSTODIAL SERVICES	700.00
A029053	DBA BEARCOM	1/26/2026	BATTERIES & ANTENAS FOR SCHOOL RADIOS	1,572.28
E026087	CINTAS	1/26/2026	AUTOSOAP, MICROFIBER WIPES, HAND SANITIZER	207.21
E026088	WESS TRANSPORTATION SERVICES, INC.	1/26/2026	01/12/26 - 3RD GRADE FIELDTRIP - SAN DIEGO ZOO	869.40
P084947	JUNIOR ACHIEVEMENT OF SAN DIEGO COUNTY	1/26/2026	03/04/26 - 5TH GRADE FIELDTRIP - BIZTOWN	1,820.00
P084948	SAN DIEGO COUNTY OFFICE OF EDUCATION	1/26/2026	01/13/26-01/14/26 - PROJECT GLAD PART 1	1,000.00
P084949	AZTEC LEASING, INC (SMX6071)	1/26/2026	10/27/25-11/26/25-COPIER LEASE	1,531.88
P084950	AT&T	1/26/2026	01/07/26-02/06/26 - INTERNET SERVICE	1,677.04
P084951	SHARP ELECTRONICS CORPORATION	1/26/2026	09/11/25-12/29/25 - COPIER LEASE USAG MS CAMPUS	3,963.96
P084952	CIELO SANCHEZ - SOLIS	1/26/2026	CTC - SUB CREDENTIALS	102.65
P084953	FAITH COMMUNITY CHURCH	1/26/2026	01/26 - ROOM RENTAL	100.00
P084954	AMAZON CAPITAL SERVICES	1/26/2026	STUDENT MATERIALS	3,768.36
P084955	AMAZON CAPITAL SERVICES	1/26/2026	OFFICE & OTHER SUPPLIES	84.32
2601280-1019M	BUSINESS CARD	1/28/2026	12/07/25-01/06/26 - CREDIT CARD PURCHASES	12,018.73
2601300-1019M	KAISER FOUNDATION HEALTH PLAN INC	1/30/2026	02/26 - HEALTH PREMIUM	19,330.19
Total				220,500.99

Elevate School
Credit Card Register
For the Month Ending January 31, 2026

Credit Card Vendor	Statement Number	Charge Description	Amount
BUSINESS CARD	STD01/06/26-1333	ADOBE - PDF EDITTING SOFTWARE	263.89
BUSINESS CARD	STD01/06/26-1333	AMAZON - LOTION	8.61
BUSINESS CARD	STD01/06/26-1333	BELMONT PARK - 8TH GRADE FIELD TRIP	778.00
BUSINESS CARD	STD01/06/26-1333	CALIFORNIA BURRITOS - STAFF DEVELOPMENT DAY	477.72
BUSINESS CARD	STD01/06/26-1333	CANON - (1) YEARBOOK CLUB CAMERA	607.73
BUSINESS CARD	STD01/06/26-1333	CCSI MYFAX - FAX SERVICES FOR ALL CAMPUS	12.00
BUSINESS CARD	STD01/06/26-1333	CHANI'S DONUTS - STAFF DEVELOPMENT DAY	79.90
BUSINESS CARD	STD01/06/26-1333	CHIPOTLE - WINTER EXHIBITION NIGHT	291.73
BUSINESS CARD	STD01/06/26-1333	CHIPOTLE - WINTER EXHIBITION NIGHT	388.98
BUSINESS CARD	STD01/06/26-1333	EBAY - TENNIS BALLS	52.70
BUSINESS CARD	STD01/06/26-1333	HOVER - WEB DOMAIN RENEWAL	57.57
BUSINESS CARD	STD01/06/26-1333	KETER US INC - (1) SM SHED	791.31
BUSINESS CARD	STD01/06/26-1333	LITTLE CAESARS - PIZZA FOR LAST DAY OF STUDY LOUNGE	55.38
BUSINESS CARD	STD01/06/26-1333	MSFT - OFFICE 365 MONTHLY SUBSCRIPTION	87.75
BUSINESS CARD	STD01/06/26-1333	QUENCH USA, INC - WATER SERVICES FOR TS AND SM	165.99
BUSINESS CARD	STD01/06/26-1333	RACE RESULT AMERICAS - (1) FUN RUN LAP TIMING SYSTEM & BATTERY	6,879.56
BUSINESS CARD	STD01/06/26-1333	RUEBEN H FLEET BOX - 4TH GRADE FIELD TRIP	698.00
BUSINESS CARD	STD01/06/26-1333	SAMSCLUB - STAFF DEVELOPMENT DAY	140.10
BUSINESS CARD	STD01/06/26-1333	SP JOHN MALECKI STORE - SAFETY GLASSES FOR STEAM	56.99
BUSINESS CARD	STD01/06/26-1333	USPS - STUDENT RECORD	13.92
BUSINESS CARD	STD01/06/26-1333	USPS - STUDENT RECORD	12.75
BUSINESS CARD	STD01/06/26-1333	WALMART - WHITE POSTER BOARDS	23.15
BUSINESS CARD	STD01/06/26-1333	YOUNG, MINNEY & CORR - WEBINAR	75.00
Total			12,018.73

Coversheet

Approve Second Interim Financials

Section: II. Agenda Items
Item: C. Approve Second Interim Financials
Purpose: Vote
Submitted by:
Related Material: 1163 - FY 2025-26 Second Interim Report Elevate Schools.pdf

Charter School Second Interim Report

Charter School Name: Elevate Schools
 CDS #: 37-68338-0129395
 Charter Approving Entity: San Diego Unified School District
 County: San Diego
 SBE Charter #: 1633

FY 2025-2026
 For the Period July 1, 2025 through January 31, 2026
 Accrual Basis

Financial Accounting Department
 Charter Schools Accounting Office
 Authorizing Agency Contact: Theresa Goody (tgoody@sandi.net)
 Authorizing Agency Contact: Nadine Creer (ncreer@sandi.net)

Has board approved a revised budget? (check box below)
 Yes. (Enter board approved revised budget)
 Revised Date:
 No. (Enter budget forecast)

Description	Object Code	A	B	C	D	(A + C)	(B + D)	(E + H)	(G - E)
		Unrestricted Budget	Unrestricted Actuals through 01/31/26	Restricted Budget	Restricted Actuals through 01/31/26	Total Budget	Total Actuals through 01/31/26	Projected EFB/NP (Higher of Budget or Actual)	Amount over Budget
A. REVENUES (8000-8799)									
1. Local Control Funding Formula (LCFF) Sources - (8011-8097)									
LCFF State Aid - Current Year (CY) (Res 0000)	8011	872,928	444,735			872,928	444,735	872,928	-
Education Protection Account State Aid (EPA) - CY (Res 1400)	8012	94,934	45,434			94,934	45,434	94,934	-
State Aid - Prior Years (LCFF State Aid and EPA) (Res 0000 and Res 1400)	8019	-	-			-	-	-	-
Transfers to Charter Schools In Lieu of Property Taxes - CY & PY (Res 0000)	8096	4,679,496	2,239,538			4,679,496	2,239,538	4,679,496	-
Other LCFF Transfers	8091, 8097								-
Total, LCFF Sources		5,647,358	2,729,707	-	-	5,647,358	2,729,707	5,647,358	-
2. Federal Revenues (8100-8299)									
ESEA (ESSA): Title I, Part A, Basic Grants Low-Income and Neglected (Res 3010)	8290			68,116	50,072	68,116	50,072	68,116	-
ESEA (ESSA): Title II, Part A, Supporting Effective Instruction Local Grants (Res 4035)	8290			11,212	9,619	11,212	9,619	11,212	-
ESEA (ESSA) : Title III, English Learner Student Program (Res 4203)	8290								-
ESEA (ESSA) : Title III, Immigrant Student Program (Res 4201)	8290								-
ESEA (ESSA): Title IV, Part B, 21st Century Community Learning Centers Program (Res 4124)	8290								-
ESEA (ESSA) Title IV, Part A, Student Support and Academic Enrichment Grants (Res 4127)	8290			10,000	2,500	10,000	2,500	10,000	-
ESSA: Title IV, Part C, Public Charter Schools Grant Program (Res 4610)	8290								-
Special Ed: IDEA Basic Local Assistance Entitlement, Part B, Sec 611 (Res 3310)	8181								-
Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611 (Res 3327)	8182			69,020		69,020		69,020	-
Child Nutrition - Federal (NSLP) (Res 5310 and others)	8220			157,968	33,226	157,968	33,226	157,968	-
Maintenance and Operations (Public Law 81-874) (Res 0000)	8110								-
Other Federal Revenues (All other resources not reported separately)	8100-8299			610,000	392,585	610,000	392,585	610,000	-
Total - Federal Revenues		-	-	926,316	488,002	926,316	488,002	926,316	-
3. Other State Revenues (8300-8599)									
State Special Education (Res 6500)	8792			435,524	229,480	435,524	229,480	435,524	-
State Special Education Mental Health Services (Res 6512)	8590			40,456	21,206	40,456	21,206	40,456	-
Mandate Block Grant (Res 0000)	8550	9,319	9,323			9,319	9,323	9,323	4
After School Education and Safety (ASES) (Res 6010)	8677, 8590								-
Common Core Standards Implementation (Res 7405)	8590								-
Charter School Facility Grant Program (SB 740) (Res 6030)	8590								-
COVID-19 LEA Response Funds (SB 117) (Res 7388)	8590								-
Lottery, Unrestricted (Res 1100)	8560	94,096	37,671			94,096	37,671	94,096	-
Lottery, Restricted - Prop 20 (Res 6300)	8560			40,610		40,610		40,610	-
Proposition 39 - California Clean Energy Jobs Act (Res 6230)	8590								-
Other State Revenues (All other resources not reported separately)	8300-8599		3,218	979,260	1,169,834	979,260	1,173,052	1,173,052	193,792
Total - Other State Revenues		103,415	50,212	1,495,850	1,420,520	1,599,265	1,470,732	1,793,061	193,796
4. Local Revenue (8600-8799)									
All Local Revenues	8600-8799	263,649	138,212			263,649	138,212	263,649	-
Total - Local Revenues		263,649	138,212	-	-	263,649	138,212	263,649	-
5. TOTAL REVENUES									
		6,014,421	2,918,131	2,422,165	1,908,523	8,436,587	4,826,654	8,630,383	193,796
B. EXPENDITURES AND OTHER OUTGO (1000-7499)									
1. Certificated Salaries									
Teachers' Salaries	1100	1,561,148	827,037	885,693	593,416	2,446,841	1,420,452	2,446,841	-
Pupil Support Salaries	1200	210,592	101,356	30,581	30,000	241,172	131,356	241,172	-
Supervisors' and Administrators' Salaries	1300	694,615	389,291	74,333	52,542	768,948	441,833	768,948	-
Other Certificated Salaries	1900	563	-	-	563	563	563	563	-
Total, Certificated Salaries		2,466,918	1,317,684	990,606	676,521	3,457,524	1,994,204	3,457,524	-

Charter School Second Interim Report

Charter School Name: **Elevate Schools**
 CDS #: **37-68338-0129395**
 Charter Approving Entity: **San Diego Unified School District**
 County: **San Diego**
 SBE Charter #: **1633**

FY 2025-2026
 For the Period July 1, 2025 through January 31, 2026
 Accrual Basis

Financial Accounting Department
 Charter Schools Accounting Office
 Authorizing Agency Contact: Theresa Goody (tgoody@sandi.net)
 Authorizing Agency Contact: Nadine Creer (ncreer@sandi.net)

Has board approved a revised budget? (check box below)
 Yes. (Enter board approved revised budget)
 Revised Date:
 No. (Enter budget forecast)

Description	Object Code	A	B	C	D	(A + C)	(B + D)	(E + H)	(G - E)
		Unrestricted Budget	Unrestricted Actuals through 01/31/26	Restricted Budget	Restricted Actuals through 01/31/26	Total Budget	Total Actuals through 01/31/26	Projected EFB/NP (Higher of Budget or Actual)	Amount over Budget
2. Classified Salaries									
Instructional Salaries	2100	501,282	133,223	218,512	237,860	719,794	371,083	719,794	-
Support Salaries	2200	95,416	50,360	-	-	95,416	50,360	95,416	-
Supervisors' and Administrators' Salaries	2300	51,694	29,477	-	-	51,694	29,477	51,694	-
Clerical and Office Salaries	2400	333,215	182,165	-	-	333,215	182,165	333,215	-
Other Classified Salaries	2900	28,958	12,670	-	-	28,958	12,670	28,958	-
Total, Classified Salaries		1,010,566	407,894	218,512	237,860	1,229,078	645,754	1,229,078	-
3. Employee Benefits									
STRS	3101-3102	451,715	232,211	189,206	129,215	640,921	361,427	640,921	-
PERS	3201-3202	-	-	-	-	-	-	-	-
OASDI/Medicare (Social Security)	3301-3302	112,164	49,395	31,080	28,006	143,244	77,401	143,244	-
Health and Welfare Benefits	3401-3402	357,308	204,190	124,116	108,200	481,424	312,390	481,424	-
Unemployment Insurance	3501-3502	1,725	850	600	451	2,324	1,301	2,324	-
Workers' Compensation Insurance	3601-3602	39,396	25,615	13,698	13,574	53,094	39,189	53,094	-
OPEB, Allocated	3701-3702	-	-	-	-	-	-	-	-
OPEB, Active Employees	3751-3752	-	-	-	-	-	-	-	-
Other Employee Benefits	3901-3902	18,891	3,146	5,320	1,761	24,212	4,908	24,212	-
Total, Employee Benefits		981,199	515,409	364,020	281,207	1,345,218	796,616	1,345,218	-
4. Books and Supplies									
Approved Textbooks and Core Curricula Materials	4100	56,436	37,861	-	-	56,436	37,861	56,436	-
Books and Other Reference Materials	4200	15,712	5,834	-	116	15,712	5,951	15,712	-
Materials and Supplies	4300	127,137	79,034	40,610	6,846	167,747	85,880	167,747	-
Non-capitalized Equipment	4400	32,890	11,605	-	304	32,890	11,910	32,890	-
Food (Food used in food-service activities for which the purpose is nutrition)	4700	16,529	-	199,771	111,045	216,300	111,045	216,300	-
Total, Books and Supplies		248,704	134,334	240,381	118,312	489,085	252,646	489,085	-
5. Services and Other Operating Expenditures									
Subagreements for Services	5100	-	-	-	-	-	-	-	-
Travel and Conferences	5200	8,007	7,113	-	-	8,007	7,113	8,007	-
Dues and Memberships	5300	25,340	19,729	-	4,500	25,340	24,229	25,340	-
Insurance	5400	48,488	48,488	-	-	48,488	48,488	48,488	-
Operations and Housekeeping Services	5500	94,314	31,390	-	-	94,314	31,390	94,314	-
Rentals,Leases,Repairs,and Noncapitalized Improvements	5600	587,034	345,219	-	-	587,034	345,219	587,034	-
Transfer of Direct Costs (MUST net to zero)	5700	-	-	-	-	-	-	-	-
Prof/Consulting Svcs and Operating Expend (Include District Oversight)	5800	531,697	261,887	386,395	118,730	918,092	380,617	918,092	-
Communications	5900	57,153	28,768	-	-	57,153	28,768	57,153	-
Total, Services and Other Operating Expenditures		1,352,034	742,594	386,395	123,230	1,738,428	865,825	1,738,428	-
6. Capital Outlay									
Depreciation Expense (See Sections G.9 & F.2.a)	6900	45,770	22,334	-	-	45,770	22,334	45,770	-
Total, Capital Outlay		45,770	22,334	-	-	45,770	22,334	45,770	-
7. Other Outgo									
Tuition to Other Schools (Include contribution to unfunded cost of Sp Ed.)	7110-7143	-	-	-	-	-	-	-	-
Transfers of Pass-Through Revenues to Other LEAs	7211-7213	-	-	-	-	-	-	-	-
Transfers of Apportionments to Other LEAs - Spec Ed and All Others	7221-7223	-	-	-	-	-	-	-	-
All Other Transfers	7280-7299	-	-	-	-	-	-	-	-
Transfers of Indirect Costs (MUST net to zero)	7300-7399	-	-	-	-	-	-	-	-
Debt Service - Interest	7430-7439	-	-	-	-	-	-	-	-
Debt Service - Principal (FOR MODIFIED ACCRUAL BASIS ONLY)	7439	-	-	-	-	-	-	-	-
Total, Other Outgo		-	-	-	-	-	-	-	-
8. TOTAL EXPENDITURES		6,105,190	3,140,250	2,199,914	1,437,129	8,305,104	4,577,379	8,305,104	-
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		(90,769)	(222,119)	222,251	471,394	131,482	249,275	325,279	-

Charter School Second Interim Report

FY 2025-2026
For the Period July 1, 2025 through January 31, 2026
Accrual Basis

Financial Accounting Department
Charter Schools Accounting Office
Authorizing Agency Contact: Theresa Goody (tgoody@sandi.net)
Authorizing Agency Contact: Nadine Creer (ncreer@sandi.net)

Charter School Name: Elevate Schools
CDS #: 37-68338-0129395
Charter Approving Entity: San Diego Unified School District
County: San Diego
SBE Charter #: 1633

Has board approved a revised budget? (check box below)
 Yes. (Enter board approved revised budget)
Revised Date:
 No. (Enter budget forecast)

Description	Object Code	A	B	C	D	(A + C) E	(B + D) F	(E + H) G	(G - E) H
		Unrestricted Budget	Unrestricted Actuals through 01/31/26	Restricted Budget	Restricted Actuals through 01/31/26	Total Budget	Total Actuals through 01/31/26	Projected EFB/NP (Higher of Budget or Actual)	Amount over Budget
D. OTHER FINANCING SOURCES/USES (7600-7699, 8930-8999)									
1. All Other Financing Sources	8930-8979					-	-	-	
2. Other Uses	7630-7699					-	-	-	
3. Contributions between unrestricted and restricted accounts (<i>MUST net to zero</i>) (<i>Include contribution to the unfunded cost of Special Education</i>)	8980-8999	(172,677)	(56,143)	172,677	56,143	-	-	-	
4. TOTAL OTHER FINANCING SOURCES/USES		(172,677)	(56,143)	172,677	56,143	-	-	-	
E. NET INCREASE (DECREASE) IN FUND BALANCE/NET POSITION (C + D.4.)		(263,446)	(278,262)	394,928	527,537	131,482	249,275	325,279	
F. FUND BALANCE/NET POSITION (Budget and Actuals MUST match) (F.1.a-b)									
1. Beginning Fund Balance/Net Position									
a. July 1 (<i>MUST match EFB/Net Position of PY Unaudited Actuals, Section F.2</i>)	9791	3,349,418	3,349,418			3,349,418	3,349,418	3,349,418	
b. Adjustments/Restatements	9793, 9795	-	-	-	-	-	-	-	
c. Adjusted Beginning Fund Balance/Net Position		3,349,418	3,349,418	-	-	3,349,418	3,349,418	3,349,418	
2. Projected Ending Fund Balance/Net Position, June 30 (E + F.1.c.)	See cell M128	3,085,972	3,071,156	394,928	527,537	3,480,900	3,598,693	3,674,697	
Components of Ending Net Position									
a. Net Investment in Capital Assets (<i>See Sections B.6 and G.9</i>)	9796		350,654				350,654		
b. Restricted Net Position	9797				527,537		527,537		
c. Unrestricted Net Position	9791		2,720,502		-		2,720,502		
G. ASSETS									
1. Cash									
In County Treasury	9110		255,943		527,537		783,480		
Fair Value Adjustment to Cash in County Treasury	9111						-		
In Banks	9120		470,495				470,495		
In Revolving Fund	9130						-		
With Fiscal Agent/Trustee	9135						-		
Collections Awaiting Deposit	9140						-		
2. Investments	9150		2,325,816				2,325,816		
3. Accounts Receivable	9200						-		
4. Due From Grantor Government	9290		8,674				8,674		
5. Due From Other Funds	9310		2,134				2,134		
6. Stores	9320						-		
7. Prepaid Expenditures (Expenses)	9330		52,775				52,775		
8. Other Current Assets	9340		42,000				42,000		
9. Lease Receivable	9380						-		
10. Capital Assets (<i>See Sections B.6 & F.2.a</i>)	9400-9489		350,654				350,654		
11. Total Assets			3,508,491		527,537		4,036,028		
H. DEFERRED OUTFLOWS OF RESOURCES									
1. Deferred Outflows of Resources	9490						-		
2. Total Deferred Outflows			-		-		-		

Charter School Second Interim Report

FY 2025-2026
 For the Period July 1, 2025 through January 31, 2026
 Accrual Basis

Financial Accounting Department
 Charter Schools Accounting Office
 Authorizing Agency Contact: Theresa Goody (tgoody@sandi.net)
 Authorizing Agency Contact: Nadine Creer (ncreer@sandi.net)

Charter School Name: Elevate Schools
 CDS #: 37-68338-0129395
 Charter Approving Entity: San Diego Unified School District
 County: San Diego
 SBE Charter #: 1633

Has board approved a revised budget? (check box below)
 Yes. (Enter board approved revised budget)
 Revised Date:
 No. (Enter budget forecast)

Description	Object Code	A	B	C	D	(A + C) E	(B + D) F	(E + H) G	(G - E) H
		Unrestricted Budget	Unrestricted Actuals through 01/31/26	Restricted Budget	Restricted Actuals through 01/31/26	Total Budget	Total Actuals through 01/31/26	Projected EFB/NP (Higher of Budget or Actual)	Amount over Budget
I. LIABILITIES									
1. Accounts Payable	9500		128,859				128,859		
2. Due to Grantor Government	9590		81,544				81,544		
3. Due to Other Funds	9610						-		
4. Current Loans	9640		191,142				191,142		
5. Deferred Revenue	9650						-		
6. Long-term Liabilities	9660-9669		35,788				35,788		
7. Total Liabilities			437,333		-		437,333		
J. DEFERRED INFLOWS OF RESOURCES									
1. Deferred Inflows of Resources	9690						-		
2. Total Deferred inflows of Resources			-		-		-		
K. ENDING FUND BALANCE/NET POSITION, January 31, 2026									
1. Ending Fund Balance/Net Position (Sections G.11+H.2-I.7-J.2) <i>(MUST agree with F.2)</i>			3,071,158		527,537		3,598,695		

Coversheet

Approve Board Resolution (2026-1) Regarding Immigration Enforcement at Elevate School and Recently Enacted California Law

Section: II. Agenda Items
Item: D. Approve Board Resolution (2026-1) Regarding Immigration Enforcement at Elevate School and Recently Enacted California Law
Purpose: Vote
Submitted by:
Related Material: 2026.3.9 Elevate Board Resolution 2026-1 .pdf

RESOLUTION NO. 2026-1

RESOLUTION OF THE ELEVATE BOARD OF DIRECTORS ADOPTING THE ATTORNEY GENERAL'S MODEL POLICIES LIMITING ASSISTANCE WITH IMMIGRATION ENFORCEMENT AT ELEVATE SCHOOL AND DIRECTING COMPLIANCE WITH RECENTLY ENACTED CALIFORNIA LAW

WHEREAS, Assembly Bill 699 (2017) (“AB 699”) amended California law to protect immigrant students and families by prohibiting discrimination, intimidation, harassment, and bullying based on actual or perceived immigration status, as well as limiting schools’ assistance with immigration enforcement and enhancing protections of the rights and privacy of all pupils and their families at school;

WHEREAS, the California Attorney General (“Attorney General”), pursuant to AB 699, issued model policies and guidance in “*Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California’s K-12 Schools in Responding to Immigration Issues*” (most recently updated December 4, 2024, and by December 1, 2025), which include model policies on responding to and limiting assistance with immigration enforcement activity, responding to the detention of a student’s family member, notifying parents about immigration enforcement actions and their rights, and protecting student and family information (“Model Policies”);

WHEREAS, since the enactment of AB 699, the Legislature has expanded and strengthened these obligations through subsequent legislation:

- Assembly Bill 49 (2025), known as the “California Safe Haven Schools Act,” further clarifies that immigration-enforcement officers may not enter nonpublic areas of schools without a valid judicial warrant, subpoena, or court order, and requires schools to develop internal response protocols, trainings, and designate points of contact for any such request. AB 49 also requires the Attorney General to update its Model Policies for schools by December 1, 2025, and requires schools to adopt the updated Model Policies by March 1, 2026;
- Assembly Bill 419 (2025) requires schools to post and distribute the Model Policies and information to families and staff regarding students’ rights related to immigration enforcement, including posting at the school and online in multiple languages;
- Assembly Bill 495 (2025), known as the “Family Preparedness Plan Act of 2025,” emphasizes schools’ roles in ensuring continuity of education and care when a student’s parent or guardian faces immigration detention or deportation, and requires schools to adopt and distribute the updated Model Policies by March 1, 2026, specifically including

information related to plans for family safety, the caregiver’s authorization affidavit, and the importance of keeping emergency contact information current; and

- Senate Bill 98 (2025) requires schools to include procedures in their comprehensive school safety plans, by the next update or no later than March 1, 2026, for notifying parents, guardians, and staff when immigration enforcement is confirmed on campus. Notifications must protect safety and well-being, exclude personally identifiable information, and may link to resources and the Model Policies;

WHEREAS, the Elevate School Board of Directors (“Board”) reaffirms that a safe, inclusive, and welcoming school environment, free from fear of immigration enforcement, harassment or intimidation based on immigration status, is vital for all students to succeed academically and socially; and

WHEREAS, consistent with the directives of the above legislation, the Board now desires to confirm Elevate School’s formal adoption of and compliance with the Attorney General’s Model Policies, including the Attorney General’s updates to the Model Policies made by December 1, 2025, and direct Elevate School’s administration to ensure the school’s full compliance with the directives of AB 49, AB 419, AB 495, and SB 98.

NOW, THEREFORE, this Board of Directors of Elevate School does hereby find, resolve, and order as follows:

Section 1. The foregoing recitals are true and correct and incorporated herein. Section

2. The Board adopts the California Attorney General’s Model Policies, *Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California’s K-12 Schools in Responding to Immigration Issues*, including the updates made by the Attorney General by December 1, 2025 and any future updates, as the school’s governing policies on immigration enforcement, protecting pupil privacy, and equal educational access for immigrant students and families..

Section 3. Elevate School administration is authorized and directed to ensure the school’s full compliance with recent immigration-related legislation applicable to Elevate School in AB 49, AB 419, AB 495, and SB 98.

Section 4. Elevate School’s Executive Director, or the duly delegated representative(s) of the foregoing (each an “Authorized Officer”), acting alone or together, is(are) hereby authorized and directed to take or cause to be taken all such other actions as may be required to fulfill the purposes of the foregoing resolutions.

SECRETARY’S CERTIFICATE

I, _____, Secretary of the Elevate School Board of Directors, a California nonprofit public benefit corporation, County of San Diego, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Elevate School Board of Directors which was duly held on March 9, 2026, at which meeting all of the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true, and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand on _____, 2026.

Secretary of the Elevate School Board of
Directors

Coversheet

Approve Updated Elevate School Foundation (TESF) Bylaws

Section: II. Agenda Items
Item: E. Approve Updated Elevate School Foundation (TESF) Bylaws
Purpose: Vote
Submitted by:
Related Material: 2026.02.23 TESF Bylaws.pdf

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

**ARTICLE I
NAME**

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

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

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

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

**ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to operate exclusively for the benefit of, to perform the functions of, or to carry out the purposes of Elevate School. The Corporation's role is philanthropic and supportive in nature and is limited to fundraising and related charitable activities. Also, in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

Specifically, the public and charitable purposes of the Corporation are to direct attention and effort toward the raising of funds and solicitation of donations~~providing funding~~ to support the educational purposes of Elevate School. The primary recipient of donations shall be Elevate School. The Corporation shall not operate the School, employ School staff, or engage in the day-to-day management or governance of School operations.

If Elevate School (a) shall cease to be an organization described in Internal Revenue Code sections 170(b)(1)(A), 501(c)(3), and 509(a)(1) or 509(a)(2), or (b) shall substantially abandon the charitable and educational purposes that this corporation is organized to support, the directors shall designate a publicly supported educational or charitable organization as described in Internal Revenue Code sections 170(b)(1)(A), 501(c)(3), and 509(a)(1) or 509(a)(2), in substitution for Elevate School, for purposes of Article II of the Articles of Incorporation and Section 1 of this Article. —Any such substitute organization shall have a mission substantially similar to that of Elevate School.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. The Corporation shall not exist to replace, supplant, or backfill public funding, nor assume responsibility for expenses that are legally or contractually the obligation of Elevate School, except as permitted by law.

All activities of the Corporation shall be conducted in alignment with the mission, vision, and strategic priorities of Elevate School, as adopted by the Elevate School Board; provided, however, that such alignment shall not be construed to grant governance authority to the Corporation.

ARTICLE IV CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context states otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This corporation’s assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for educational or charitable purposes meeting the requirements of Revenue and Taxation Code section 214 and which has established its tax exempt status under Section 501 (c) (3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARTICLE VI CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate. Nonvoting members shall have no governance authority and shall not exercise control over the affairs, policies, or decision-making of the Corporation.

ARTICLE VII BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (also known as the "Board of Directors" or the "Board"). All powers of the Board shall be exercised consistent with the Corporation's charitable purpose and role limitations set forth in Article III. The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

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

1. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require them security for faithful service.
2. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in or outside California for holding any meeting of members.
3. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
4. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DIRECTORS AND TERMS. The number of directors shall be no less than three (3) and no more than seven (7). For purposes of ensuring that the Corporation aligns its goals and objectives with educational mission and goals of Elevate School, all directors shall be ~~appointed~~approved by the existing Elevate School Board of Directors upon the recommendation of the Corporation's Board of Directors. All Directors are designated at the Corporation's annual meeting of the Board of Directors.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49 percent of the persons serving on the Board of Directors may be "interested persons." An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest, however, any violation of this Section shall not affect the validity or enforceability of transactions entered into by the Corporation.

Section 5. DIRECTORS TERM. Each director shall hold office for one (1) year and until a successor director has been designated and qualified. No director may serve more than three (3) consecutive one-year terms. After serving three (3) consecutive terms, a director shall be ineligible for reappointment for a period of one (1) full year.

The initial Board shall consist of four (4) individuals serving staggered terms of service. ~~In order to~~To create staggered terms, no more than one-third of the existing members may be replaced annually. To accomplish this, the President and Vice-President of the Board will serve a 2-year term. The Board may adopt transitional provisions to implement term limits without disrupting continuity.

Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors or, if none, the President may appoint a committee to nominate qualified candidates for election to the Board of Directors at least thirty (30) days before the date of any election of directors. The nominating committee shall make its report at least seven (7) days before that date of the election or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

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

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death or resignation of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit

Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) the failure of the Elevate School Board of Directors, at any meeting of the Elevate School Board at which any director or directors are to be appointed, to appoint the number of directors required to be appointed at such meeting.

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

Section 10. REMOVAL OF DIRECTORS. Directors may only be removed by the Elevate School Board of Directors. The Elevate School Board of Directors may remove a director with or without cause, by an affirmative vote of the majority of the Elevate School Board of Directors at a duly held meeting at which a quorum is present.

Section 11. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly appointed director or directors.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors shall be filled by the Elevate School Board of Directors.

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

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the corporation. The Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting.

Section 15. MEETINGS BY TELEPHONE OR OTHER TELECOMMUNICATIONS EQUIPMENT. Any Board of Directors meeting may be held by conference telephone, video screen communication, or other communications equipment. Participation in a meeting under this Section shall constitute presence in person at the meeting if all of the following apply:

- (a) Each member participating in the meeting can communicate concurrently with all other members.
- (b) Each member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation.
- (c) The Board of Directors has adopted and implemented a means of verifying both of the following:

- (1) A person communicating by telephone, video screen, or other communications equipment is a director entitled to participate in the Board of Directors meeting.
- (2) All statements, questions, actions or votes were made by that director and not by another person not permitted to participate as a director.

Section 16. ANNUAL AND REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held on the first Friday of each month at 12:00 p.m., unless the first Friday of the month should fall on a legal holiday in which event the regular meeting shall be held at the same hour and place on the next business day following the legal holiday. The Board of Directors shall hold an annual meeting, regular, special, and emergency meetings for purposes of organization, election of officers, and transaction of other business. Notice of this meeting is not required if conducted pursuant to these bylaws.

Section 17. AUTHORITY TO CALL SPECIAL MEETINGS. Special and emergency meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board, if any, the President or any Vice-President, the Secretary, or any two Directors but may only be conducted if two-thirds of the Board of Directors vote that a situation warranting a special or emergency meeting exists.

Section 18. NOTICE OF MEETINGS. Regular meetings of the Board may be held without notice if conducted pursuant to these Bylaws. Special meetings of the Board shall be held upon four (4) days written notice by first-class mail or forty-eight (48) hours notice delivered personally or by telephone, facsimile, or telegraph. If sent by mail or telegraph, the notice shall be deemed to be delivered on its deposit in the mails or on its delivery to the telegraph company. Such notices shall be addressed to each director at his or her address as shown on the books of the Corporation. Notice of time and place of holding an adjourned meeting need not be given to absent directors if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than twenty-four (24) hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to directors absent from the original meeting if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting.

The notice shall state the time of the meeting and the place, if the place is other than the corporation's principal office and the business to be transacted at the meeting.

Section 19. WAIVER OF NOTICE AND CONSENT TO HOLD MEETINGS. The transactions of any meeting of the Board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each director not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with corporate records or made a part of the minutes of the meeting.

Section 20. ACTION WITHOUT MEETING. Any action that the Board is required or permitted to take may be taken without a meeting if all Board members consent in writing to the action; provided, however, that the consent of any director who has a material financial interest in a transaction to which the Corporation is a party and who is an “interested director” as defined in Corporations Code section 5233 shall not be required for approval of that transaction. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. All such consents shall be filed with the minutes of the proceedings of the Board.

Section 21. QUORUM. A majority of the directors then in office shall constitute a quorum for the transaction of any business except adjournment. Every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be an act of the Board, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to (a) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (b) approval of certain transactions between corporations having common directorships, (c) creation of and appointments to committees of the Board, and (d) indemnification of directors.

Section 22. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 23. COMPENSATION AND REIMBURSEMENT. Directors shall serve without compensation except that directors may receive such reimbursement of expenses, as the Board of Directors may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted. In addition, they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties as specified in Section 2 of this Article. Directors may not be compensated for rendering services to the Corporation in any capacity other than director unless such compensation is reasonable and is allowable under the provisions of Section 4 of this Article.

Section 24. CREATION OF POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors resolution, except that no committee may:

- (a) Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- (b) Fill vacancies on the Board of Directors or any committee of the Board;

- (c) Fix compensation of the directors for serving on the Board of Directors or on any committee;
- (d) Amend or repeal bylaws or adopt new bylaws;
- (e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or repealable;
- (f) Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- (g) Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected;
- (h) Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Corporations Code section 5233(d)(3).

Section 25. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings and other Board of Directors' actions, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 26. NON-LIABILITY OF DIRECTORS. No Director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a President, a Secretary, and a Chief Financial Officer. The corporation, at the Board's direction, may also have a chairman of the Board, one or more Vice-Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed under Article VIII, Section 4, of these bylaws.

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

Section 3. ELECTION OF OFFICERS. The officers of this corporation, except any appointed under Article VIII, Section 4, of these bylaws, shall be chosen annually by the Board

of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the chairman of the Board, the President, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the power of removal.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. If a chairman of the Board of Directors is elected, he or she shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If there is no President, the chairman of the Board of Directors shall also be the chief executive officer and shall have the powers and duties of the President of the corporation set forth in these bylaws.

Section 9. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the chairman of the Board, if any, and subject to the control of the Board, the President shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall preside at all members' meetings and, in the absence of the chairman of the Board, or if none, at all Board of Directors meetings. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. VICE-PRESIDENT. If the President is absent or disabled, the Vice-President, if any, shall perform all duties of the President. When so acting, a Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-President shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. SECRETARY. The Secretary shall keep or cause to be kept at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board, of committees of the Board, and of members' meetings. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, general, or special, and, if special, how authorized; the notice given; the names of persons present at Board of Directors and committee meetings; and the number of members present or represented at members' meetings.

The Secretary shall keep or cause to be kept at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of members, of the Board, and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or by bylaws may require.

Section 12. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to the members and directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Chief Financial Officer shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (ii) disburse the corporation's funds as the Board of Directors may order; (iii) render to the President and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the corporation; and (iv) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

ARTICLE IX CONTRACTS WITH DIRECTORS AND OFFICERS

Section 1. CONTRACTS WITH DIRECTORS AND OFFICERS. No director of this corporation nor any other corporation, firm, association, or other entity in which one or more of this corporation's directors are directors have a material financial interest, shall be interested, directly or indirectly, in the contract or transaction, unless (a) the material facts regarding that director's financial interest in such contract or transaction or regarding such common directorship, officership, or financial interest are fully disclosed in good faith and noted in the

minutes, or are known to all members of the Board of Directors prior to the Board's consideration of such contract or transaction; (b) such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose without counting the votes of the interested directors; (c) before authorizing or approving the transaction, the Board of Directors considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and (d) the corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

ARTICLE X LOANS TO DIRECTORS AND OFFICERS

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

ARTICLE XI INDEMNIFICATION

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

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

ARTICLE XII INSURANCE

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

**ARTICLE XIII
MAINTENANCE OF CORPORATE RECORDS**

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

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

**ARTICLE XIV
INSPECTION RIGHTS**

Section 1. **DIRECTORS' RIGHT TO INSPECT.** Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law pertaining to access to books, records, and documents.

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

Section 3. **MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** This corporation shall keep at its principal California office the original or a copy of the article of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the members at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any member, furnish to that member a copy of the articles of incorporation and bylaws, as amended to the current date.

**ARTICLE XV
REQUIRED REPORTS**

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

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

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

- (a) Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
 - (1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
 - (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

- (b) The amount and circumstances of any indemnifications aggregating more than \$10,000 paid during the fiscal year to any director or officer of the Corporation pursuant to Article XI of these Bylaws.

ARTICLE XVI EXECUTION OF INSTRUMENTS, DEPOSITS, AND FUNDS

Section 1. EXECUTION OF INSTRUMENTS. The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 2. CHECKS AND NOTES. Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by the Treasurer and countersigned by the President of the Corporation.

Section 3. DEPOSITS. All funds of the Corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. GIFTS. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for charitable or public purposes of this Corporation.

ARTICLE XVII BYLAW AMENDMENTS

The Board of Directors may adopt, amend or repeal any of these Bylaws, except Article III, Sections 3, 10, and 12 of Article VII, and Article XVII, by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall make any provisions of these Bylaws inconsistent with the corporation's Articles of Incorporation, or any laws. -Article III, Sections 3, 10 and 12 of Article VII and Article XVII can only be amended by an affirmative vote of the majority of the Elevate School Board of Directors at a duly held meeting at which a quorum is present. Any amendment affecting the Corporation's charitable purpose, role limitations, or relationship to Elevate School shall be interpreted consistent with Article III.

Appendix A is hereby adopted and incorporated by reference as an interpretive guide to these Bylaws. In the event of ambiguity, Appendix A shall be used to clarify roles, but shall not expand authority beyond that granted in the Bylaws. In the event of a conflict between Appendix A and these Bylaws, these Bylaws control.

ARTICLE XVIII FISCAL YEAR

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

APPENDIX A
FOUNDATION AND SCHOOL ROLES & RESPONSIBILITIES INDEX
(Adopted as an Interpretive Appendix to the Bylaws)

This Appendix is adopted to clarify the respective roles, authority, and responsibilities of The Elevate School Foundation (the “Corporation”) and Elevate School (the “School”). It is intended to promote effective collaboration and preserve governance integrity.

This Appendix is interpretive in nature and shall not expand the authority of the Corporation beyond that granted in the Articles of Incorporation and these Bylaws.

I. Role of the Corporation

The Corporation exists to provide philanthropic support to Elevate School. In furtherance of its charitable purpose, the Corporation shall:

1. Raise and steward philanthropic funds and charitable contributions;
2. Solicit donations and grants consistent with its charitable purpose;
3. Support the mission, students, programs, and long-term sustainability of Elevate School;
4. Fund initiatives aligned with the School’s mission and strategic priorities;
5. Advocate for and serve as ambassadors for Elevate School in the community.

The Corporation operates as an independent nonprofit public benefit corporation whose role is supportive and philanthropic, not governing.

II. Role of the School

Elevate School exists to operate and govern the public charter school. The School, through the Elevate School Board, shall retain exclusive authority over:

1. Academic programs and curriculum;
2. School operations and compliance;
3. Employment, supervision, and evaluation of school personnel;
4. Educational strategy and instructional decision-making;
5. Charter compliance, accountability, and public reporting.

III. Prohibited Activities of the Corporation

The Corporation shall not:

1. Exercise governance authority over Elevate School;
2. Direct or control academic, instructional, or curricular decisions;
3. Supervise, evaluate, or discipline School employees;
4. Manage or conduct day-to-day School operations;
5. Represent itself as having authority over School leadership or governance;
6. Replace, supplant, or backfill public funding or assume obligations legally or contractually belonging to the School.

These limitations apply regardless of intent.

IV. Alignment and Collaboration

1. The Corporation's fundraising priorities and expenditures shall align with the mission, vision, and strategic priorities of Elevate School as adopted by the Elevate School Board.
2. Alignment does not confer governance authority or operational control.
3. Collaboration between the Corporation and the School shall be conducted in a manner that respects the distinct roles and responsibilities of each entity.

V. Board Member Expectations (Corporation)

Directors of the Corporation are expected to:

1. Act in furtherance of the Corporation's charitable purpose;
2. Serve as ambassadors and advocates for Elevate School;
3. Support fundraising, donor engagement, and stewardship efforts;
4. Adhere to the role limitations and boundaries set forth in Article III of these Bylaws;
5. Avoid conflicts of interest and any form of shadow governance.

VI. Use and Interpretation of This Appendix

This Appendix shall be used to:

1. Orient new directors and officers;
2. Guide decision-making and governance practices;
3. Resolve ambiguity regarding roles and authority;
4. Prevent mission drift and role confusion.

In the event of ambiguity in the application of these Bylaws, this Appendix shall be used as an interpretive guide, consistent with Article III and Article XVII of these Bylaws.

APPENDIX A
FOUNDATION AND SCHOOL ROLES, RESPONSIBILITIES & PARTNERSHIP
FRAMEWORK

(Adopted as an Interpretive Appendix to the Bylaws)

This Appendix is adopted to clarify the respective roles, authority, and responsibilities of The Elevate School Foundation (the “Corporation”) and Elevate School (the “School”), and to define the framework for collaboration between the two entities.

This Appendix is interpretive in nature and shall not expand the authority of the Corporation beyond that granted in the Articles of Incorporation and these Bylaws.

I. Overview of the Elevate School – Elevate School Foundation Partnership

The Elevate School Board and The Elevate School Foundation (“TESF”) both exist to promote the long-term success of Elevate School.

TESF is a supporting organization of Elevate School, established March 10, 2022, for the purpose of securing philanthropic resources to advance the School’s mission.

The Elevate School Board retains oversight and governance authority over school operations, finance, compliance, and leadership. TESF operates as an independent nonprofit public benefit corporation whose role is supportive and philanthropic, not governing.

The partnership between the School and TESF is grounded in collaboration, clarity of roles, and preservation of governance integrity.

II. Role of the Corporation (TESF)

The Corporation exists to provide philanthropic support to Elevate School. In furtherance of its charitable purpose, the Corporation shall:

1. Raise and steward philanthropic funds and charitable contributions;
2. Solicit donations and grants consistent with its charitable purpose;
3. Support the mission, students, programs, and long-term sustainability of Elevate School;
4. Fund initiatives aligned with the School’s mission, vision, and strategic priorities;
5. Serve as ambassadors and advocates for Elevate School within the community;
6. Establish strategic partnerships with local businesses, community and national foundations, and philanthropic individuals;
7. Focus primary efforts on medium- and long-term, high-return strategic initiatives;
8. Contribute no less than ninety-five percent (95%) of all funds raised directly to Elevate School;
9. Submit an annual calendar, budget, and strategic plan to the Elevate School Board no later than June 15 of each year.

TESF may, upon mutual agreement with School leadership, assist with specific fiscal activities that fall outside the permissible use of public funds (e.g., staff appreciation gifts, attendance incentive gift cards, or similar philanthropic enhancements).

Such assistance shall not create operational authority or supervisory responsibility over School personnel or programs.

III. Role of the School

Elevate School exists to operate and govern the public charter school. The School, through the Elevate School Board, retains exclusive authority over:

1. Academic programs and curriculum;
2. School operations and compliance;
3. Employment, supervision, and evaluation of School personnel;
4. Educational strategy and instructional decision-making;
5. Charter compliance, accountability, and public reporting;
6. Public funds, budgeting, and fiscal management of School resources.

The Elevate School Board and Executive Director shall annually identify strategic initiatives requiring additional philanthropic support. These initiatives:

- Shall align with the School's Vision, Mission, and Strategic Plan;
- Shall be finalized no later than May 1 of each year;
- Shall include projected funding needs to guide TESH fundraising priorities.

IV. Prohibited Activities of the Corporation

The Corporation shall not:

1. Exercise governance authority over Elevate School;
2. Direct or control academic, instructional, or curricular decisions;
3. Supervise, evaluate, or discipline School employees;
4. Manage or conduct day-to-day School operations;
5. Represent itself as having authority over School leadership or governance;
6. Replace, supplant, or backfill public funding or assume obligations legally or contractually belonging to the School.

These limitations apply regardless of intent.

V. Alignment, Collaboration, and Financial Oversight

1. TESH fundraising priorities and expenditures shall align with the mission, vision, and strategic priorities adopted by the Elevate School Board.
2. Alignment does not confer governance authority or operational control.
3. Collaboration shall respect the distinct roles and responsibilities of each entity.
4. TESH shall seek and receive Elevate School Board approval for individual expenditures exceeding \$2,500 (or such threshold as may be adopted by Board resolution).
5. The Elevate School Board shall:
 - Attend and support special events coordinated by TESH;
 - Connect and introduce potential partners and donors;
 - Assist in identifying and recruiting prospective TESH board members;
 - Interface with external community partners to cultivate long-term donor relationships aligned with TESH annual goals.

VI. Board Member Expectations (Corporation)

Directors of the Corporation are expected to:

1. Act in furtherance of the Corporation's charitable purpose;
2. Support fundraising, donor engagement, and stewardship efforts;
3. Serve as ambassadors for Elevate School;
4. Adhere to the role limitations and boundaries set forth in these Bylaws;
5. Avoid conflicts of interest and any form of shadow governance.

VII. Use and Interpretation of This Appendix

This Appendix shall be used to:

1. Orient new directors and officers;
2. Guide decision-making and governance practices;
3. Resolve ambiguity regarding roles and authority;
4. Prevent mission drift and role confusion.

In the event of ambiguity in the application of these Bylaws, this Appendix shall be used as an interpretive guide, consistent with Article III and Article XVII of these Bylaws.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of The Elevate School Foundation, a California nonprofit public benefit corporation; that these bylaws, consisting of 16 pages, are the bylaws of this corporation as adopted by the Board of Directors on _____; and that these bylaws have not been amended or modified since that date.

Executed on _____ at _____, California.

_____, Secretary

Coversheet

Approve Student Teaching Agreement with the Trustees of the California State University (SDSU)

Section: II. Agenda Items
Item: F. Approve Student Teaching Agreement with the Trustees of the
California State University (SDSU)
Purpose: Vote
Submitted by:
Related Material: STA Agreement No. 40140195 - Elevate Elementary Charter School.pdf

**STUDENT TEACHING AGREEMENT
BETWEEN
ELEVATE ELEMENTARY CHARTER
SCHOOL AND
THE TRUSTEES OF THE CALIFORNIA
STATE UNIVERSITY**

This Student Teaching Agreement (“Agreement”) is made this 19th day of September 2024 by and between the Trustees of the California State University on behalf of San Diego State University, hereinafter called the (“University”) and Elevate Elementary Charter School, hereinafter called the (“District”) (together sometimes referred to as the “Parties”).

RECITALS

Pursuant to the provisions of Section 44320(b) of the California Education Code, postsecondary institutions that offer programs of professional preparation are encouraged to collaborate with school districts, county offices of education, and professional organizations in the design and delivery of local programs.

University is an institution of higher learning authorized pursuant to California law to offer fully accredited teaching programs and to maintain classes and such program at District for the purpose of providing training for its students in such classes.

District provides learning environments which are appropriate for University’s student teaching program (“Program”). As available, student field experiences may be offered for the student teaching program based on district capacity each year.

The maximum number of University students who may participate in the Program, the types of field experiences available during each training period, the starting date and length of each Program training period shall be mutually agreed by the Parties at least 30 days before the training period begins.

The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Parties will institute the Program at the District.

In consideration of the foregoing and of the mutual promises set forth herein, the University and District agree as follows:

I. GENERAL TERMS

- A. The District shall provide teaching experience to said University students through student teaching in schools and classes of the District, and under the direct supervision and instruction of District employees, who have been recommended by site administration, have a minimum of 3 years of P-12 teaching experience, have been approved by the District, and hold valid, clear credentials in the appropriate area(s) of authorization issued by the State Board of Education and duly verified Parties. The District may, for good cause, refuse to accept for student teaching any University student assigned to student teaching in the District, and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University teaching in the District. “Student Teaching” as used in this

SDSU Agreement No. 40140195

Agreement, means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of District employees holding valid clear credentials issued by the State of California's Commission on Teacher Credentialing, which authorize them to serve as classroom teachers in the schools or classes in which the student teaching is provided. Such employees are hereinafter referred to as "Guide Teachers." Site principals, in consultation with the District, will designate qualified teachers as Guide Teachers. The District will collaborate with site principals and the University to match student teachers with approved Guide Teachers.

- B. The University will assign a supervisor to work with the Guide Teachers and student teachers at District schools. The University will (1) consult and collaborate with the District to determine appropriate student teacher placements in District schools with approved Guide Teachers; (2) alert the District of student teacher placement needs 4-6 weeks prior to the beginning of the student teaching assignment; (3) notify the District of all confirmed student teacher placements and confer regularly with the site principal and Guide Teacher to discuss the student teacher's progress; (4) monitor the quality of the match between the Guide Teacher and the student teacher and notify the principal if there is a mismatch; (5) provide regular written and oral feedback to the student teacher about their progress and inform the Guide Teacher about the nature of this feedback; and (6) compile a written evaluation of the student teacher at the end of the semester or quarter.
- C. Guide Teachers agree to (1) participate in Commission on Teacher Credentialing (CTC) required training to develop the skills needed to work effectively with student teachers; (2) provide a model for the student teacher by continuously demonstrating exemplary teaching strategies; (3) adhere to a release-of-responsibility plan that progresses from observation to increased responsibility for teaching as the student teacher demonstrates enhanced skill in delivering the curriculum; (4) keep the site principal and University supervisor informed of the student teacher's progress; (5) meet with the University supervisor periodically to discuss the student teacher's progress; and (6) complete and submit documentation and evaluations as required by the University.
- D. An assignment of a University student to student teach in schools or classes of the District shall be for the time period set forth in Exhibit A. An assignment of a University student to student teach in District schools or classes shall be at the discretion of the District and the University, and a student teacher may be given more than one assignment by the University to student teach in such schools or classes, subject to District approval. The assignment of a University student to student teach in the District shall be deemed to be effective for purposes of this Agreement as of the date the student is paired with a Guide Teacher. Student teachers serve without pay, but receive credit from the University.
- E. The site principal will (1) introduce the student teacher to the school's faculty, philosophy, policies and procedures, and provide an orientation to the facility and school community; (2) encourage the student teacher to participate in site and District professional development opportunities; (3) observe the student teacher in the classroom and provide written and/or oral feedback regarding these observations; and (4) confer with the Guide Teacher and University supervisor.
- F. Notwithstanding any other provisions of this Agreement, details such as maximum number of students, the defined unit of time, or the distribution of assignments of said students to training

SDSU Agreement No. 40140195

levels, shall be arranged for, by and between University and District; it being understood that District shall not be obligated to accept assignments of training student teachers beyond the ability of District, within its established training programs, to effectively provide services pursuant to this Agreement; and, further, University shall not be obligated to pay the District's Guide Teachers for services in any amount in excess of that provided for under the terms of this Agreement.

II. UNIVERSITY'S RESPONSIBILITIES

1. Schedule of Assignments. University shall consult and collaborate with the District to determine appropriate student teacher placements in District schools.

An assignment of a student of the University to Student Teach in schools or classes of the District shall be, at the discretion of the University, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the University to Student Teach in such schools or classes.

The assignment of a student of the University to Student Teach in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

2. Orientation Program. University shall provide orientation to all its students and ensure that all its students receive instruction and have necessary basic skills prior to the student teaching assignment at District.
3. Records. University shall maintain all personnel records for its staff and all attendance and academic records for its students participating in the Program. University shall implement and maintain an evaluation process of the students' progress throughout the Program.
4. Discipline. University shall be responsible for counseling, controlling and disciplining its students.
5. Screening Requirements. University shall ensure that it will comply with the requirements of California Education Code sections 44237, 35021.1, and 35021.2, including, but not limited to, obtaining clearance from the California Department of Justice ("CDOJ") and tuberculosis ("TB") clearance for University's students, employees, volunteers, and independent contractors that are placed in the District if such persons have frequent and/or unsupervised contact with District students.

5.1 California Department of Justice Clearance:

University shall obtain CDOJ or equivalent clearance for any person placed on a District campus pursuant to this Agreement.

5.2 Tuberculosis Examination:

University shall ensure that all student teachers performing services under this

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Agreement will provide a tuberculosis (“TB”) certificate of clearance prior to commencing services pursuant to this Agreement. University shall ensure that it will not place any student teacher at a school without a valid TB certificate on file showing that the student, or employee, was examined and found to be free from active tuberculosis, as defined in Education Code Section 49406.1 (a).

6. Identification. University shall provide each of its students, site directors, and any other employee(s) in contact with District students with an identification badge that exhibits the University’s name, its student or employee name, and a picture of the student or employee.

7. Confidentiality. If University will have access to District student records, University agrees to also comply with the Family Educational Rights and Privacy Act of 1974 (FERPA), and all requirements imposed by or pursuant to regulation of the Department of Education and the District (including but not limited to Administrative Regulation and Procedures No. 6525 and 6527) to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual District student data for the purpose of using said data to fulfill contractual obligations with the District. University recognizes and agrees that such access will be extended in reliance on representations made in this assurance, and that District shall have the right to enforcement of this assurance, or revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by University. This assurance is binding on University and its students and such persons as may be employed by University to assist in any phase of the performance contemplated under this Agreement.

8. University Student Related Responsibilities. University shall notify its students in the Program that they are responsible for:
 - Complying with District’s administrative policies, procedures, rules and regulations, including undergoing and passing any required background check;
 - Arranging for their own transportation and living arrangements if not provided by University;
 - Maintaining the confidentiality of District student information: No University student shall have access to, or have the right to receive any student record, except when necessary in the regular course of the classroom experience. The discussion, transmission, or narration in any form by University students of any individually identifiable student information, obtained in the course of the Program is forbidden except as a necessary part of the practical experience;
 - Neither University nor its employees or agents shall be granted access to individually identifiable information unless the individual or legal guardian has first given consent using a form approved by District that complies with applicable State and Federal law, including the Family Educational Rights and Privacy Act (“FERPA”), and any implementing regulations. District shall reasonably assist University in obtaining consent in appropriate circumstances;
 - In the absence of consent, University students shall use de-identified information only in any discussions about the classroom experience with University, its employees, or agents;

- Complying with District's dress code and wearing name badges identifying themselves as University students;
- Attending an orientation to be provided by their University instructors;
- Notifying District immediately of any violation of State or Federal laws by any University student; and
- Providing services to District students only under the direct supervision of the University faculty and/or District's professional staff.

III. DISTRICT RESPONSIBILITIES

1. Teaching Experience. District shall accept from University the mutually agreed upon capacity, including number of University students and types of field experiences available for the Program, and provide the University's students with teaching experience during the agreed upon dates and times in schools /classes of the District not to exceed the units of student teaching set forth in Exhibit A. Such Student Teaching shall be provided in schools/classes of the District, and under the direct supervision and instruction of employees of the District, as the District and University through their duly authorized representatives may agree upon.
2. Implementation of Program. District agrees to cooperate with and assist in facilitating the Program at District for the benefit of University students.
3. Orientation for University Instructors. District will provide an informational orientation for the University staff who oversee students in the Program that shall include information and materials for University instructors to provide to their students during the required student orientation. Information may include hours, parking, dress code, District first aid guidelines, and other terminology specific to the District, school site confidentiality, and community resources.
4. Access to Facilities. District shall permit University students enrolled in the Program access to District facilities as appropriate and necessary for their Program, provided that the University's students' presence shall not interfere with District activities.
5. Records and Evaluations. University shall maintain complete records and reports on each of its student's performance and District staff shall provide input on student performance to University as requested. Only faculty can evaluate the University's students' performance for grading.
6. Withdrawal of Students. District may request that University withdraw from the program any University student who District determines is not performing satisfactorily, refuses to follow District's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for District's request. University shall comply with the written request within five (5) days after receipt.
7. Student Supervision. University students shall train, perform assignments, participate in staff meetings and in-service educational programs at the discretion of their University faculty and/or District designated supervisors. University students are to be regarded as trainees, not

employees, and are not to replace District's staff.

IV. STATUS OF UNIVERSITY AND DISTRICT

The parties expressly understand and agree that the University students enrolled in the Program are in attendance for educational purposes, and such students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of either the District or University.

V. STATUS OF STUDENT

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University or the District.

VI. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The Parties agree that all University students receiving teaching experience pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

VII. INSURANCE

The District shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000.00 minimum limit for each Occurrence and minimum limit of \$2,000,000.00 General Aggregate, as mutually agreed upon for this placement.

The University has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The University has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

The University shall provide professional, personal general liability, and educator's errors and omissions liability coverage for students enrolled in Nursing, Allied Health, Social Work, or Education credential programs performing community service or volunteer work for academic credit, through the Student Professional Liability Insurance Program (SPLIP). The coverage limits under this program are \$2,000,000.00 for each Loss and \$4,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

VIII. INDEMNIFICATION

The District shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. The University shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the District and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

IX. TERM AND TERMINATION

1. Term. This Agreement shall remain in full force and effective for a term of five (5) years beginning July 1, 2024, through June 30, 2029.
2. Termination. This Agreement may be terminated at any time by written agreement or upon 30 days' advance written notice by one party to the other, provided however, that in no event shall termination take effect with respect to currently enrolled University students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

X. COMPENSATION

The University will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in Exhibit A for each semester or quarter unit of practice teaching.

A semester unit of Student Teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of Student Teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately twenty (20) minutes of Student Teaching daily three (3) days a week for eighteen (18) weeks during regular session.

Within a reasonable time following the close of each semester of the University, the District shall submit an invoice to the University for payment, at the rate as set forth in Exhibit A, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester. The District shall attach to the invoice a certificate executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The University will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the University. In the event University terminates the assignment of a student teacher for any reason, the Guide Teacher shall receive payment on account of such student teacher for actual time spent working with the student teacher. If a student teacher is reassigned to another Guide Teacher, this shall be considered for payment purposes as an entirely new and separate assignment. Absences of a student from assigned Student Teaching shall not be counted as absences in computing the semester units of Student Teaching provided the student by the District. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in Exhibit A.

XI. GENERAL PROVISIONS

1. COVID-19. District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID- 19". District is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives

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regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed, or updated, District will take steps to comply with the modified, changed, or updated guidelines or directives.

If at any time District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

2. Agreement Alterations & Integration. No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
3. Assignments. Without written consent of the CSU, this agreement is not assignable by the District either in whole or in part.
4. Captions. Captions and headings in this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
5. Endorsement. Nothing contained in this agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.
6. Survival. Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.
7. Entire Agreement. This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.
8. Governing Law. The validity, interpretation, and performance of this Agreement shall be construed in accordance with, and governed by the laws of the State of California. Further, District shall comply with any state or federal law applicable to community-based organization's performance under this Contract.
9. Severability. If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA
Trustees of The California State University

Clarinda Luciano-Ramirez 9.2024
Clarinda Luciano-Ramirez, Buyer III Lead Date

SCHOOL DISTRICT

Signature Date

Name (Please print)

Title (Superintendent or Designee)

School District

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____, 20____.
(Month, Day)

"It was moved, seconded and carried that the attached contract with the Trustees of the California State University, whereby the University may assign students to the Schools in the School District for practice teaching, be approved; and the District is hereby authorized to execute the same."

District

County

Signature Date

(Clerk or Secretary of the Governing Board of the School District)

Name (Please print)

INTERNAL NOTES:	
44001-000-66045-0000-1006-2401-0000 (2024/2025)	\$2,000.00
44001-000-66045-0000-1006-2401-0000 (2025/2026)	\$2,000.00
44001-000-66045-0000-1006-2401-0000 (2026/2027)	\$2,000.00
44001-000-66045-0000-1006-2401-0000 (2027/2028)	\$2,000.00
44001-000-66045-0000-1006-2401-0000 (2028/2029)	\$2,000.00

COLLEGE OF EDUCATION - SCHOOL OF TEACHER EDUCATION / ALYSSA ANCHETA;
COLLEGE OF HEALTH & HUMAN SCIENCES - SCHOOL OF SPEECH LANGUAGE AND HEARING SCIENCES / JANET PARK

EXHIBIT A

The services provided by the District to the University shall not exceed 80 semester units of practice teaching per student, per semester. The total services to be provided by the District to the University shall include up to 400 semester units of practice.

The University shall pay the District for such services at the rate and amount of \$25.00 per semester unit, for a total not to exceed \$2,000.00 per semester.

Student Teacher Assignment Time Period (specify Hours, Days, Semester, Quarter, etc.):

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. An assignment of a student of the University to practice teach in schools or classes of the District shall be, at the discretion of the University, either for approximately nine (9) weeks or approximately eighteen (18) weeks, but a student may be given more than one assignment by the University to practice teaching in such schools or classes.